



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

**REQUEST FOR PROPOSALS NO. 23-DES-RFP-230**

**ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 4:00 P.M. ON THE 17TH DAY OF OCTOBER 2022.**

TO OBTAIN THE SERVICES OF FIRMS WITH THE CAPACITY AND EXPERTISE TO BUILD UPON THE COUNTY'S PRIOR EFFORTS AND TO SUPPORT THE COUNTY'S RESPONSE TO CLIMATE CHANGE IN A RIGOROUS, INNOVATIVE AND SUCCESSFUL MANNER ACROSS ALL CRITICAL SECTORS (BUILDINGS, TRANSPORTATION, RENEWABLE ENERGY, RESILIENCE, WATER/WASTEWATER, SOLID WASTE, AND POLICY DEVELOPMENT).

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

Proposals will not be publicly opened.

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

**PREPROPOSAL CONFERENCE**

A virtual preproposal conference will be held at 11:00 a.m., Wednesday, September 7, 2022 on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following [link](#), or join by dialing +1 347-973-6905 and enter Conference ID 232 626 532 078. ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend.

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

Arlington County, Virginia  
Office of the Purchasing Agent

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## **I. INTRODUCTION TO EVALUATION PROCESS**

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

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

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

### **MANDATORY REQUIREMENTS**

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

## II. INFORMATION FOR OFFERORS

### 1. SOLICITATION SCHEDULE

#### RFP No. 23-DES-RFP-230 – TENTATIVE SCHEDULE

RFP ISSUANCE	AUGUST 23, 2022
QUESTION DEADLINE	SEPTEMBER 27, 2022 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	OCTOBER 3, 2022
<b>PROPOSALS DUE</b>	<b>OCTOBER 17, 2022 at 4:00 p.m.</b>
CONTRACT AWARD	TBD

### 2. QUESTIONS AND ADDENDA

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

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the RFP No. 23-DES-RFP-230. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY SEPTEMBER 27, 2022, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANDY QUESTIONS AFTER THIS DATE AND TIME.**

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

### 3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

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

### 4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

**5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**

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

**6. NOTICE OF DECISION TO AWARD**

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

**7. TRADE SECRETS OR PROPRIETARY INFORMATION**

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

**8. FINANCIAL STATEMENT**

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

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

**9. DEBARMENT STATUS**

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

**10. CONFLICT OF INTEREST STATEMENT**

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

**11. EQUIVALENT EXPERIENCE AND REFERENCES**

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

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

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

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

**12. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

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

**13. AUTHORITY TO TRANSACT BUSINESS**

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

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

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

**15. INSURANCE REQUIREMENTS**

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

**16. ARLINGTON COUNTY BUSINESS LICENSES**

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

**17. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well.

**18. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

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

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

**19. LIVING WAGE CONTRACT**

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called "Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County's website. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)



**20. RIDER CLAUSE**

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

**A. Extension to Other Jurisdictions**

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

**B. Inclusion of Governmental & Nonprofit Participants**

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

**C. Contract Agreement**

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

**21. ELECTRONIC SIGNATURE**

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

### III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 23-DES-RFP-230

The intent of this solicitation and resulting agreement is to obtain the services of one or more qualified contractor to build upon the County’s prior efforts and to support the County’s response to climate change in a rigorous, innovative, and successful manner across all critical sectors (buildings, transportation, renewable energy, resilience, water/wastewater, solid waste, and policy development).

Equity and environmental justice will be an aspect of certain programmatic and subject matter areas, and experience in energy diversity and inclusion are included in relevant sections of the Scope of Work.

This Request for Proposals is presented in four sections (each with multiple Service Areas) that cover:

- Strategic Planning and Financing
- Energy/Climate Program Design and Implementation
- Energy Systems Design, Installation, Maintenance and Operations
- Program Administration and Support

Offerors may submit for single or multiple sections and may propose individually or as a primary leading with specialized supporting sub-contractors. Figure 1 (below) lists **a sampling** of the topics of interest that are described in greater detail in the Scope of Work.

<b>Figure 1</b> <b>Topic Areas of Interest</b>	
<ul style="list-style-type: none"><li>• Energy analysis and analytics</li></ul>	<ul style="list-style-type: none"><li>• Solar project modeling and assessments (on-site, community-scale and large-/utility-scale)</li></ul>
<ul style="list-style-type: none"><li>• Climate and resiliency planning, analytics and strategies, including urban heat islands, public health metrics, and measuring co-benefits such as social benefits</li></ul>	
<ul style="list-style-type: none"><li>• Financing and transactional/operational mechanisms, including public-private partnerships, community choice aggregation, and performance-based programs</li></ul>	<ul style="list-style-type: none"><li>• Low- and zero-emissions transportation and related power/fuel infrastructure</li></ul>
<ul style="list-style-type: none"><li>• Block, neighborhood and community-scale programs for energy efficiency, electrification, and renewables</li></ul>	<ul style="list-style-type: none"><li>• Program development, design, and evaluation (including GHG emissions reductions modeling, and TRC)</li></ul>
<ul style="list-style-type: none"><li>• Aggregation</li></ul>	<ul style="list-style-type: none"><li>• Data analytics and tools support (measuring, modeling, calculating and decision-support)</li></ul>
<ul style="list-style-type: none"><li>• Alternative fuels</li></ul>	<ul style="list-style-type: none"><li>• The water/energy nexus</li></ul>
<ul style="list-style-type: none"><li>• Building decarbonization</li></ul>	<ul style="list-style-type: none"><li>• Urban heat island modeling and mitigation</li></ul>
<ul style="list-style-type: none"><li>• Building science</li></ul>	<ul style="list-style-type: none"><li>• Planning and program development</li></ul>
<ul style="list-style-type: none"><li>• Building benchmarking and auditing</li></ul>	<ul style="list-style-type: none"><li>• Climate adaptation and resilience</li></ul>
<ul style="list-style-type: none"><li>• Renewable energy sector and wholesale markets for each</li></ul>	<ul style="list-style-type: none"><li>• Energy policy development</li></ul>

- |                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Credit tools such as renewable energy certificates (RECs) and renewable identification numbers (RINs)</li><li>• Energy equity and inclusion</li></ul> |
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The 11 Service Areas are broken into component Task Areas. The structure is intended to provide flexibility for vendors to respond to the solicitation three ways:

1. An entire **Section** (e.g., Section A: Strategic Planning and Financing) or
2. Specific **Service Area(s)**, (e.g., Section A.1 (Greenhouse Gas Inventory and Climate Planning) or A.3 (Waste Reduction)) and/or
3. Specific **Task Area(s)**, e.g., A.1.7 (Urban Heat Island Analysis and Mitigation Planning) or A.2.1 (Community Choice Aggregation)

Certain Service Areas/Tasks are defined specifically to address and serve low-income, disadvantaged and/or under-served communities, e.g., Task Area C.8.4 and D.11.

Vendors may respond to as many or as few Section(s), Service Area(s), and/or Task Area(s) as they choose. A complete list of Service Area and Task Areas is provided below, with more detailed descriptions located in the Scope of Work.

The County intends to award contracts for each Service Area to multiple Offerors. Should an Offeror be awarded a contract for more than one Service Area, a single contract covering all of that Offeror's work will be awarded to that Offeror. The sum of all projects awarded in each one-year contract term shall not exceed six million dollars (\$6,000,000).

As the need arises for energy, climate, or sustainability services in any of the Service Areas, Arlington County will select from among the approved firms for that Service Area to perform the services, consistent with the task order assignment procedures set forth in this RFP. The County will establish specific deliverables and timelines for individual Task Orders (or subtasks within Task Orders) for each project assignment.

Selected contractors within each Service Area will be assigned to specific projects on a rotating basis; however, the County, at its sole discretion, may select contractors out of rotation when doing is deemed to be in the best interests of the County. The County also reserves the right to issue separate solicitation(s) for task order(s) for which doing so is determined to be in the best interest of the County. The County is under no obligation to award any particular amount of work in any given year.

## **Service Areas with Component Task Areas**

### **A. STRATEGIC PLANNING AND FINANCING**

#### **1. Greenhouse Gas Inventory and Climate Planning**

- 1.1. GHG Inventory and Analysis
- 1.2. Climate (mitigation and adaptation) and Energy Planning
- 1.3. Alternative Fuels Analysis
- 1.4. Embodied Carbon
- 1.5. Energy and Climate Equity Analysis and Support
- 1.6. Program Evaluation, Measurement and Verification
- 1.7. Urban Heat Island / Vulnerability Analysis and Mitigation Planning
- 1.8. Climate Change and GHG Impact Analytics (e.g., economics, risk assessments, human health metrics)
- 1.9. Innovation

#### **2. Energy and Climate Financing Models and Mechanisms (e.g., new developments, methodologies, technologies, etc.), including but not limited to:**

- 2.1. Community Choice Aggregation (CCA), including technical, operational, and financial feasibility studies
- 2.2. On-Site Power Purchase Agreements (transactional support, including review and analysis of contractual terms and fiscal calculations)
- 2.3. Virtual / Off-Site Power Purchase Agreements (VPPA) and Partnerships, including development, financial analysis, and transactional support (e.g., multi-jurisdictional, public-private partnership, subscription models)
- 2.4. Renewable Energy Certificate (REC) and REC Market Analysis
- 2.5. Pay-for-Performance / Energy Performance Program Assessments
- 2.6. Green Bank development
- 2.7. Carbon Offset models and programs
- 2.8. Energy Efficiency Financing Innovation (e.g., upstream / downstream program models, building type analytics, such as Co-Star data mining, incentive programs, water-energy nexus programs, or if adopted within the Commonwealth of Virginia, on-bill repayment or on-bill financing programs, Green Leasing, Green Mortgages, and Residential PACE)
- 2.9. Energy Resource Wholesale Energy Market and Transactional Analysis
- 2.10. General Program Design and Analysis

#### **3. Waste Reduction**

- 3.1. Program Design
- 3.2. Recycling
- 3.3. Operational Support
- 3.4. Environmental Compliance

## **B. ENERGY/CLIMATE PROGRAM DESIGN AND IMPLEMENTATION**

### **4. Buildings**

- 4.1. Building Energy Analysis, including but not limited to electrification, passive building, zero net building, etc.
- 4.2. Energy Performance/Decarbonization Program Design
- 4.3. Green Building Bonus Density Incentive Program Support (policy development and implementation)
- 4.4. Energy Performance/Decarbonization Program, Project, or Pilot Implementation
- 4.5. Water Efficiency Strategies and Measures
- 4.6. Innovative Program Design and Implementation, including community- or neighborhood-scale programs, public-private partnerships, upscaled block programs for energy efficiency, renewables, and building performance, including affordable housing
- 4.7. Program Evaluation, Measurement and Verification

### **5. Resilience**

- 5.1. Analyzing and Prioritizing Measures under the Energy Assurance Plan, including without limitation, storage and microgrid assessment and development
- 5.2. Energy Assurance Plan Implementation
- 5.3. Water-Energy Nexus design and modeling for joint-resource conservation

### **6. On-Site Community-Based Energy Performance and Renewable Energy Analysis, Design and Programs**

- 6.1. Neighborhood- and/or Community Scale Energy Performance Models and Installation/Execution
- 6.2. Community-wide Renewable Energy Development and Support (e.g., community solar, shared solar, and solar cooperatives, including evaluation, measurement, and verification)
- 6.3. Community- or Neighborhood Scale Energy Services (e.g., contracting, maintenance, operations, and training)

### **7. Low-to-Zero Carbon Transportation Analysis and Programs**

- 7.1. Transportation Decarbonization Analysis and Evaluation
- 7.2. Transportation Decarbonization Community Program Design
- 7.3. Market transformation and innovation program models (e.g., bulk purchase, EV and AFV cooperatives, and EV/AFV ride-share, including disadvantaged community programs)

## **C. ENERGY SYSTEMS INSTALLATION, MAINTENANCE AND OPERATION**

### **8. Electric Vehicle Service Equipment (EVSE) Installation**

- 8.1. EVSE Contractor-Owned and -Administered
- 8.2. County Owned EVSE and Alternative Fuel Infrastructure
- 8.3. County Leased EVSE and Alternative Fuel Vehicle Infrastructure
- 8.4. Third-party EVSE systems and programs targeted to or developed to serve low-to-moderate income, disadvantaged and/or underserved communities

### **9. On-Site Solar Installation and Analysis (Vendor or County-owned systems)**

- 9.1. Solar Power Purchase Agreement (PPA) Implementation

- 9.2. Third-Party Design, Evaluation, Installation, and Maintenance of On-site Solar (County-owned, -maintained and -operated systems)
- 9.3. On-Site County Operations Energy Screening and Analysis

**D. PROGRAM ADMINISTRATION AND SUPPORT**

**10. Communications and Outreach**

- 10.1. Program Design for Communications, Marketing, Outreach, and Education programs/pilots to drive behavioral change and market transformations (conventional and innovative, including print, social media, electronic, etc.)
- 10.2. Program Branding
- 10.3. Website and Content Development (with option for multi-language translations)
- 10.4. Climate and Energy Event Planning, Development, Promotion, Logistical and Day-Of Support, and Administration)
- 10.5. Support (design, content, and execution) in energy and/or climate campaigns directed at underserved communities
- 10.6. Program Progress Reporting

**11. Program Administration and Support**

- 11.1. Grant Identification and Management, including application development and support and program/project administration and management, tracking, and reporting upon award
- 11.2. Policy Development and Legal Support, including, without limitation, legislative bill analyses, literature reviews and benchmarking of energy-related policies, such as building codes, anti-idling, and EVSE rate ordinances
- 11.3. Program, Project or Pilot management, administration, and reporting, related but not limited to: energy efficiency, renewables, storage, and innovation building-related programs/pilots; transportation-related programs/pilots; resiliency-related programs/pilots; and marketing, outreach and education programs/pilots for behavioral change and market transformations

## **BACKGROUND**

In 2007, Arlington County launched what is now the Arlington Initiative to Rethink Energy (AIRE), a local government climate action program. In 2013, the Arlington County Board adopted as part of the County's Comprehensive Plan a Community Energy Plan (CEP) which, at the time, focused on renewable and district energy strategies. The Comprehensive Plan elements represent fundamental County commitments to strategic, long-term planning in various sectors to maintain a competitive, desirable, and resilient community, and this commitment is renewed and contemporized in updates to each element on five-year cycles.

Since 2013, energy markets, technologies, electrification, innovative systems, financing mechanisms, and program design have revolutionized the energy sector. For that reason, the [2019 Community Energy Plan \(2019 CEP\)](#) is a living document that seeks to incorporate and deploy those rapidly-evolving sector developments and to implement the 2013 CEP to its highest and best use in Arlington County over the next five years.

Buildings account for over 60% of energy use within the County (this includes the emissions impact of the power grid energy mix provided by the incumbent utility). Through its energy program - Arlington Initiative to Rethink Energy (AIRE) - the County has enjoyed an early leading role in building science, energy efficiency programming, establishment of a community solar cooperative, vehicle electrification and zero-emissions fuels, and expansion of policy and financing options for energy efficiency upgrades and renewables.

AIRE's programs, activities, and partnerships save government, residents, and businesses more than \$4 million annually in avoided utility costs, through a diverse portfolio that includes a Commercial Green Building Density Incentive Program<sup>1</sup>, a Residential Green Home Choice (technical assistance) program, a government sites and facilities retrofit program, the Arlington Solar Cooperatives Program, and other electrification (transportation) and clean energy alliances. Through program implementation and existing partnerships, the County experienced a 24% reduction in emissions 2007-2016, despite a 10% increase in population.

The 2019 CEP is a substantive re-visioning that integrates new models, strategies, and technologies; adjusts relevant targets; and introduces the potential for emerging, innovative, and expanded, performance-based initiatives, programs, and partnerships. Arlington County now has the opportunity to strategize and implement as a jurisdictional leader, regional collaborator, and statewide catalyst. Arlington can apply the 2019 CEP update as a roadmap for stretch-goals, increase its energy role as an incubator and pilot platform, revolutionize transportation again in the region, and embed social equity standards and goals into its power plan. The goal is to use new energy programs, policies, and partnerships to secure economic competitiveness and resilience and a new level of sustained desirability for residents, businesses, and visitors. The 2019 CEP is a platform for transformative thinking and dynamic implementation.

It is important to note that although the current 2019 CEP does not include sections on water or waste, a future CEP (or a Climate Action Plan) may address these additional issues, and that likelihood is reflected in the Scope of Work.

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<sup>1</sup> More than 30 million square feet in high-performance, energy efficient, and low-emissions commercial building space to date.

## **IV. SCOPE OF WORK**

The following are representative tasks that may be pursued and that illustrate the expertise that will be required of successful offerors.

### **A. STRATEGIC PLANNING AND FINANCING**

#### **1. Greenhouse Gas Inventory and Climate Planning**

##### **1.1. GHG Inventory and Analysis**

1.1.1. Arlington has completed a Greenhouse Gas Emission (GHG) inventory for the Arlington County Government and for the community as a whole for 2000, 2007, 2012, and 2016.

The latest GHG inventories can be retrieved using the following

link: <https://www.arlingtonva.us/Government/Programs/Sustainability-and-Environment/Energy/County-Operations> This Task may also include quality

assurance/quality control review and assessments of the existing GHG inventories.

1.1.2. The inventories include: direct use of fuels in buildings, vehicles, and infrastructure; purchased electricity; solid waste streams; leased facilities; and fugitive emissions of GHG. The scope for the community analysis includes residential, commercial, and institutional sectors and transportation and may include federal and non-county government sites (e.g., Joint Base Myer Henderson Hall, The Pentagon, Ronald Reagan Washington National Airport) and Arlington Public Schools (“APS”). The inventories for calendar years 2000, 2007, 2012 and 2016 were limited to Scope 1 and Scope 2 emissions; the inventories for other years may include Scope 3 emissions.

1.1.3. This work may include the following tasks:

1.1.3.1. Preparation of a GHG Emissions Inventory for the selected calendar years for (i) the Arlington County Government (including APS) and (ii) the community as a whole.

1.1.3.2. Preparation of GHG Emissions Inventory forecast scenarios for future years for the Arlington County Government, based on growth factors, market conditions, and program plans developed with County staff.

1.1.3.3. Preparation of GHG Emissions Inventory forecast scenarios for future years for the community, based on growth factors, market conditions, political factors and program plans developed with County staff.

1.1.3.4. Calculation and preparation of GHG emissions reductions impacts of programs (e.g., Arlington’s success in multi-modalism, public transit, and micro-mobility) or projects (e.g., government or private new building construction and/or upgrades to existing buildings)

1.1.3.5. Detailed evaluation of GHG Emissions Inventories, including historical and future versions, and enabling Arlington to receive certification by an accredited body for the County government and/or total community inventory.

1.1.3.6. Analytics and GHG Inventory analysis and modeling support, including metrics and dashboard development and maintenance and strategies to communications program performance.

##### **1.2. Climate and Energy Planning**

1.2.1. Community Energy Plan (“CEP”) and CEP Roadmap updates, or Climate Action Plan (“CAP”) and CAP Roadmap development

1.2.2. Evaluate potential energy and GHG reductions in the County from federal, state, and local policies, technological changes, and economic factors



- 1.2.3. Analyze existing County programs for gaps analysis and GHG Reduction progress and potential, including, but not limited to:
  - 1.2.3.1. Decarbonization in buildings
  - 1.2.3.2. Energy efficiency and performance in buildings, on a building and “block” or neighborhood scale
  - 1.2.3.3. Decarbonization of transportation
  - 1.2.3.4. Renewable energy use (e.g., solar co-op, on-site solar PV owned/maintained by the County, power purchase agreement (PPA), and VPPA)
  - 1.2.3.5. Transportation, including transit/commuter service
  - 1.2.3.6. Financial mechanisms including but not limited to incentive programs
  - 1.2.3.7. Green power and Renewable Energy Credit analysis
  - 1.2.3.8. Land use patterns
  - 1.2.3.9. Solid waste and recycling streams
- 1.2.4. Quantification of energy use profiles for sub-units of the County, such as the Rosslyn-Ballston corridor, Richmond Highway corridor, Columbia Pike corridor, and/or along Langston Boulevard. This will involve a combination of the characterization studies listed above with specific boundaries, as the corridors or sub-units of the County are defined.
- 1.2.5. Energy use profiles and quantification based on end-user cases/categories, such as single family, multi-family, commercial, and industrial.
- 1.3. Alternative Fuel Analysis
  - 1.3.1. Analyze use of a variety of alternative fuels (e.g., hydrogen, renewable natural gas, hybrid fuels) for use in the Arlington County fleet and in County facilities
  - 1.3.2. Develop a baseline evaluation of the County fleet’s alternative fuel vehicle (AFV) opportunities, including data collection and analysis down to the individual vehicle. This could include age, mileage, acquisition/fuel/maintenance costs, duty cycle, and/or any other operational metrics that would influence the decision of what AFV type is the most promising for any particular replacement. A baseline evaluation should include a cost comparison of the existing fleet with the potential incoming fleet of AFVs.
  - 1.3.3. The best practice for enabling cost comparisons should focus on calculating the total cost of ownership (TCO). TCO calculations should account for the appropriate time value of money for the organization and should include the acquisition cost of the vehicle, fuel<sup>2</sup>, maintenance, depreciation, and other ancillary services (e.g., telematics costs). Dividing the TCO for each individual vehicle by the number of miles that vehicle travels will establish a cost per mile that makes for easy comparison across vehicles and technologies.
  - 1.3.4. Develop a methodology to conduct an analysis similar to sections 1.3.1 - 1.3.3 above for the entire Arlington community.
  - 1.3.5. To help the community reach its goal of carbon neutrality by 2050, examine clean energy options for County facilities.
  - 1.3.6. Create a baseline evaluation of the existing Arlington County government’s building and facilities inventory.
  - 1.3.7. Identify a wide range of potential policies and programs that can help Arlington County government buildings transition from direct use of fossil fuel to electricity and quantify costs and benefits, including innovative fuels and technologies analysis.

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<sup>2</sup> It is important to educate stakeholders to compare fuel costs in an apples-to-apples manner. The total cost of fuel to achieve the mission of the fleet is more important than the relative cost per gallon or kilowatt-hour of each fuel because different fuel types have different energy content and different efficiencies of powering the vehicle.

- 1.3.8. Develop a high-level electrification and decarbonization plan with long, mid-, and near range strategies for Arlington County government to achieve 100% clean energy buildings, including technology solutions, costs, timelines, and community impacts (both positive and negative). Include in that analysis an estimated soonest date that it would be feasible for Arlington County government’s existing buildings to eliminate fossil fuels.
- 1.3.9. Develop a methodology to conduct an analysis similar to sections 1.3.5i – 1.3.8above for the entire Arlington community.
- 1.4. Embodied Carbon
  - 1.4.1. Conduct an analysis of Arlington County government purchasing practices to identify the key products (operating and/or capital-project elements) to focus on for an Embodied Carbon Reduction campaign.
  - 1.4.2. Evaluate products for embodied carbon to extend beyond cost and financial considerations and set emissions reductions targets for each material.
  - 1.4.3. Examine the possible use of environmental product declaration (EPD), which discloses a product’s environmental footprint.
  - 1.4.4. Develop clauses to add to County procurement documents to help implement the campaign. Identify metrics that will show progress toward reducing embodied carbon through the County’s purchasing practices.
  - 1.4.5. Develop a high-level approach toward reducing embodied carbon for products used in the private sector.
- 1.5. Energy and Climate Equity Analysis and Support
  - 1.5.1. Characterization of energy use and energy burdens in low-to-moderate (LMI) income households
  - 1.5.2. Characterization and/or calculation of other community climate metrics for LMI communities (e.g., electric vehicle use or ownership, urban canopy and/or green space, home or building vintage and characteristics, home or building use of gas-powered appliances and/or systems, etc.)
- 1.6. Program Evaluation, Measurement and Verification
  - 1.6.1. Program Evaluation, including measurement and verification of energy, greenhouse gas emissions, and cost savings in the County as a whole resulting from the impact of County programs implementing the Arlington Community Energy Plan.
  - 1.6.2. Project Evaluation, including measurement and verification of energy, greenhouse gas emissions, and cost savings resulting from the County’s energy management efforts for County government operations, adhering where possible to International Performance Measurement and Verification Protocol (IPMVP) standards for evaluation or other industry best practices.
- 1.7. Urban Heat Island / Vulnerability Analysis and Mitigation
  - 1.7.1. Current analysis and future projections of extreme heat, including number of extreme heat days/year and average or scale of duration.
  - 1.7.2. Derivative analytics of extreme event impacts, including but not limited to: impacts on ambient air quality; economic impacts, such as lost work days; infrastructure impacts, such as power inoperability or interruption, impacts on pervious surfaces; increased costs of operation and lost revenue; human health metrics, such as increased number of hospital visits, increase in stroke, heart attack and other critical physical consequences, increased number of early fatalities, etc.
- 1.8. Climate Change and GHG Impact Analytics (e.g., economics, risk assessments, human health metrics).

- 1.8.1. Analysis and support, to include: fiscal, life-cycle, cost-benefits analysis, pro forma, triple bottom line, economic impact, human health metrics on practices, and urban and building design, as well as other upgrades/improvements that reduce or promote generation of greenhouse gas emissions and public finance analyses.
- 1.8.2. In addition, the County may see to quantify and qualify the pollution costs of different planning and design decisions and analysis tools that take into account the lifecycle and pollution cost of infrastructure investments.
- 1.9. Innovation.
  - 1.9.1. Provide innovative solutions for greenhouse gas emissions and climate impacts not enumerated in sections 1.1-1.9 that may include emerging developments, methodologies, and/or technologies or any other innovative analysis, project, program, or solution. Specific areas of interest include, but are not limited to, project or programmatic solutions related to or arising from:
    - 1.9.1.1. Climate risk analysis
    - 1.9.1.2. Climate disclosure support
    - 1.9.1.3. Climate budget analysis, such as evaluating a County budget from climate lens/greenhouse gas impacts

## **2. Financing Models and Mechanisms**

- 2.1. Community Choice Aggregation (CCA)
  - 2.1.1. Full Analysis of a Community Choice Aggregation (CCA) program. This task will include the analysis and evaluation of the technical, operational, and/or financial/fiscal feasibility of a Community Choice Aggregation Agency (either single-jurisdictional for Arlington County or multi-jurisdictional), including, but not limited to, a literature review and benchmarking study, regulatory review, legal and policy review in terms of gaps analyses, implications, and needs recommendations, load forecasts, implementation and administration models.
  - 2.1.2. Analyze all other aspects of feasibility assessments, studies, and analyses, including market assessments and projections, multi-jurisdictional options and the relation and impact of CCAs to grid operability and costs.
  - 2.1.3. Provide analysis of potential additional long-term benefits of a CCA program, including but not limited to, financial considerations, development of demand side management programs, energy pilots and innovation (potential for CCA 2.0 and CCA 3.0), as well as risks.
- 2.2. On-Site Power Purchase Agreement (transactional support, including metrics, review, and analysis of contractual terms and fiscal calculations).
- 2.3. Virtual Power Purchase Agreements (VPPA) Financial Analyses and Support
  - 2.3.1. Provide analytics, policy, and regulatory support for the development and implementation of VPPAs for a variety of implementation models and aggregation scenarios, including Arlington County, private sector, public-private partnerships, and multijurisdictional approaches.
- 2.4. Renewable Energy Credit (REC) and Renewable Identification Number (RIN) Analysis
  - 2.4.1. Provide analysis for Renewable Energy Credit (REC) markets on various geographies, including national and state levels, that consider policy and regulatory aspects, short- and long-term market forecasts, and short- and long-term valuation projections.
  - 2.4.2. Perform analysis for REC quality to help inform procurements, including additionality of new facilities, resource type, financial considerations, impacts on energy equity and other considerations.

- 2.4.3. Evaluate Renewable Identification Number (RIN) markets and provide financial analysis.
- 2.5. Pay-for-Performance and Similar Financing Models.
  - 2.5.1. Assess potential for programs that deploy conservation measures and performance projections matched against incentives, including but not limited to: compensation, measures, timing of payments, measurement of energy savings, scale and risk, and administrator(s).
- 2.6. Green Banks
  - 2.6.1. Analyze options for developing an Arlington County Green Bank.
  - 2.6.2. Analyze options and develop steps to participate in a regional or statewide Green Bank.
  - 2.6.3. Assist County staff in implementation and program administration of a Green Bank if Arlington County were to establish or participate in a Green Bank.
- 2.7. Carbon Offsetting Program
  - 2.7.1. Evaluate models and provide best practices for voluntary carbon offset program (e.g., the Finger Lakes Climate Fund model).
  - 2.7.2. Provide analysis, program design, and implementation for the development of a Carbon Offsetting Fund, including certification models and agencies.
- 2.8. Innovative Financing Model and Mechanisms
  - 2.8.1. Support development and assessment of alternate program models, such as upstream/downstream program models, incentive programs, water-energy nexus programs, green mortgages and/or green leases, or if adopted within the Commonwealth of Virginia, on-bill repayment or on-bill financing programs, and Residential PACE.
  - 2.8.2. Examine innovative ways to lower the up-front (capital) costs and ongoing (operations and maintenance) costs involved when transitioning to the use of new and innovative equipment and technologies.
  - 2.8.3. Identify and develop financial models to incentivize people and businesses to change behavior. Work with County staff to develop, launch, and maintain one or more of these innovative financing programs.
  - 2.8.4. Utilize data mining to support innovative financing mechanisms (e.g., use of Co-Star data or County-maintained databases, such as GIS-real estate-Treasurer's or Department of Human Services) to support targeted, performance-driven models.
- 2.9. Energy Resource Wholesale Energy Market and Transactional Analysis
  - 2.9.1. Analysis and modeling of short- and long-term pricing/valuations in the wholesale energy markets, including policy and regulatory impacts.
  - 2.9.2. Transactional analysis of contract terms and conditions for whole energy market purchases.
- 2.10. General Program Design and Analysis
  - 2.10.1. Provide program design services related to financing model and mechanisms.

### **3. Waste Reduction**

- 3.1. Program Design
  - 3.1.1. Analysis of the solid waste sector and developing chapters to be included in a future Community Energy Plan (CEP) update or Climate Action Plan (CAP), possibly among other expanded programs.
- 3.2. Recycling
  - 3.2.1. Technical Support for the County's Recycling Practices

- 3.2.1.1. Perform studies or projects related to the provision of quality and timely County services for its customers by incorporating new best practices into collection operations.
- 3.2.1.2. Conduct studies and reviews that will enhance existing recycling programs. These programs include reuse activities; multi-family and nonresidential recycling programs; organics composting; construction, demolition, and debris recycling; curbside vacuum leaf collection; electronics recycling; hazardous materials management; and public education about recycling.
- 3.2.2. Recycling Markets: Review recycling markets to determine if practical opportunities exist for collection of other recyclables generated in Arlington County. This requires in-depth and detailed understanding of markets and their effect on recycling and revenue generation from the sale of recyclables. Studies may be needed concerning maximization of revenue from or contracting for recyclable materials sales.
- 3.2.3. Recyclables Processing Assessment and Design: Perform studies and reviews evaluating the construction and/or use of County-owned processing facilities for processing recyclables collected by the County. Provide design and operation of recyclables processing facilities.
- 3.2.4. CDD Recycling: Research and evaluate techniques and technologies that can be developed to recycle and/or reuse Construction and Demolition Debris (CDD). Provide recommended equipment selection and operation for recycling of CDD, as well as marketing best practices for CDD recovered from the recycling processes.
- 3.2.5. Organics Management: Evaluate future implementation of organics management practices. Organics include, but are not limited to, food residuals, as well as yard waste (e.g., leaves, grass, and brush materials).
- 3.2.6. Source Reduction: Study and evaluate source reduction programs to determine implementation and/or expansion of best practices in an urban-suburban (“extra-urban”) community.
- 3.2.7. Public Outreach: Review and recommend approaches needed for enhanced public outreach and community education about a variety of recycling programs or other aspects of the County SWMP.
- 3.3. Operational Support
  - 3.3.1. Evaluation of Collection Practices:
    - 3.3.1.1. Assist in evaluation of collection practices to ensure that the most environmentally and economically appropriate techniques are applied in the variety of neighborhoods where waste and recycling are collected.
    - 3.3.1.2. Support for identifying program metrics: improving recycling capture rates from residential collection customers, multi-family properties, and nonresidential properties; developing calendar of permit requirements; and establishing metrics for program evaluation.
  - 3.3.2. New Technology: Provide technical support to evaluate, recommend, and implement new technologies for specialty equipment/systems in relation to solid waste facilities and/or operation in consultation with Arlington County staff. This will support ongoing efforts to reduce greenhouse gas emissions and potential climate impacts.
  - 3.3.3. Miscellaneous Studies and Cost Analyses:
    - 3.3.3.1. Design studies or analyses to maximize revenue, reduce and avoid costs, and produce savings and conduct other management operation reviews.

- 3.3.3.2. Review and analyze cost benefit of proposed programs, such as organics management, composting, glass/rubble crushing, and changes to the HHW program.
- 3.3.4. Review and Evaluation of Technologies: Conduct studies necessary to evaluate technologies for processing, transporting, recycling, and disposing of municipal solid waste.
- 3.3.5. Waste Audits: Conduct waste audits of residential, multi-family, and commercial properties, County facilities, and/or County schools. Provide all personnel necessary to sort the materials and record and/or analyze the results.
- 3.4. Environmental Compliance
  - 3.4.1. Solid Waste Management Planning: Revise, update, or recreate the Solid Waste Management Plan, as required by Virginia Department of Environmental Quality. Specific areas where assistance may be needed for development of the 20-year Plan include: projecting waste generation estimates, reviewing alternatives to enhance recycling, exploring, evaluating pollution prevention initiatives, and researching emergency measures for debris management. Provide recommendations based on the existing waste management systems and best practices in the Washington–Arlington–Alexandria, DC–VA–MD–WV metropolitan statistical area. Support for implementing parts of the approved Solid Waste Management Plan may be required.
  - 3.4.2. Review and Analysis of Current Data Collection Techniques: Evaluate and enhance methods for providing information to assist in programmatic decision-making. Provide technical assistance and recommendations for improving methods used to capture data regarding the County’s recycling rate, collection practices, disposal, and transfer operations. Evaluations of equipment and systems to automate scale house functions and their reliability and operability may be needed.

## **B. ENERGY/CLIMATE PROGRAM DESIGN AND IMPLEMENTATION**

### **4. Buildings**

- 4.1. Building Energy Analysis
  - 4.1.1. Review of best practices suitable for design and delivery of energy efficiency and decarbonization programming to the residential, commercial, and institutional building sectors of the County.
  - 4.1.2. Conduct facility energy audits, building energy modeling, benchmarking, reporting, assessments, and utility rate analysis.
  - 4.1.3. Support and develop other building design performance standards, such as passive or zero-net energy homes.
  - 4.1.4. Characterization of energy use in the commercial building sector of the County, including commercial office, retail, small business, lodging, not-for-profit (e.g., churches and other faith-based buildings, human services), and institutional (e.g., education and hospitals). This may involve integration of data from various sources, including utilities, County agencies, Federal programs (e.g., Energy Star), and surveys (e.g., census), and state agencies.
  - 4.1.5. Characterization of energy use in the County’s residential sector, including multifamily housing. This may involve integration of data from various sources, including utilities, County agencies, federal programs (e.g., Energy Star) and surveys (e.g., census), and state agencies.

- 4.2. Decarbonization Program Design
  - 4.2.1. Assess the suitability and potential success of energy efficiency programs to the major energy-using building sectors of Arlington County, with consideration of federal, state, and utility programs as they may exist.
  - 4.2.2. Preparation, design, and implementation of energy efficiency programming for the single-family residential, multi-family residential, and commercial building sectors of Arlington County, which may also include modeled and actual energy savings, greenhouse gas emissions reductions, valuations of benefits and co-benefits, and other relevant metrics, as well as productivity and cost-effectiveness measurements, such as Total Resource Costs (TRC).
  - 4.2.3. Building decarbonization program design and support, which may include analyzing and prioritizing actions, technologies, financial analysis, and policies that would lead to energy efficiency and beneficial electrification to reduce on-site fossil fuel use.
  - 4.2.4. Any other actions and measures associated with, related to, or arising from conceptualization, design, measurement, administration, reporting, verifying and/or delivering energy efficiency and/or energy-performance and/or energy upgrade pilots and programs for buildings of all case types (e.g., residential, multifamily, government administration and operations, institutional, commercial, and large- and small-scale retail).
- 4.3. Green Building Bonus Density Incentive Program Support
  - 4.3.1. Perform third-party technical reviews and verification of Leadership in Energy and Environmental Design (LEED) credit documentation to confirm that projects have met the standards set forth by the LEED rating system, including but not limited to: energy model review and calculations related to daylight, light pollution reduction, lighting power density calculations, water use reduction, ventilation, enhanced refrigerant management, materials selection, construction waste management, and other applicable analyses.
  - 4.3.2. Support the Green Building Incentive Program Manager (e.g., perform third-party technical review and verification of project qualification under the selected Tier of the County's Green Building Bonus Density Incentive Program), which includes LEED qualifications, but also includes separate systems measures, biophilic options, equity-based activities, etc., as more fully set forth at: <https://www.arlingtonva.us/Government/Programs/Sustainability-and-Environment/Energy/Green-Building/Green-Building-Density-Incentive-Program>. In the event of any change in staffing this program or periodic unavailability of the Green Building Incentive Program Manager, the contractor may be called upon to administer and perform the duties of the Green Building Incentive Manager.
  - 4.3.3. Communicate and negotiate with real property developers regarding green building rating system compliance, clarifications, and resolution of final credit achievement.
  - 4.3.4. Prepare LEED documentation for County projects seeking LEED certification.
  - 4.3.5. Support periodic Green Building Incentive Program policy updates, including a technical analysis and stakeholder engagement.
  - 4.3.6. Provide program evaluation and analysis of green building rating systems in relation to County goals in the Community Energy Plan.
  - 4.3.7. Identify and support best practices in energy technology deployment with respect to permitting and zoning, indoor air quality, safety, and code enforcement.
  - 4.3.8. Provide benchmarking support for the Green Building Incentive Program, including measurement of impacts such as greenhouse gas reductions (and translatable

equivalencies), energy use intensity reductions, benefits and co-benefits, and models of fiscal/financial impacts, including value-added.

#### 4.4. Decarbonization Program Implementation

- 4.4.1. Provide support to and implementation of the Arlington-specific Green Home Choice, single-family residential green home certification programs, including consultations with builders, designers, and homeowners on energy efficiency renovation and new construction design, inspections, and certification completions.
- 4.4.2. Perform analysis, program design, and associated implementation for community-wide decarbonization programs for all sectors.
- 4.4.3. Provide implementation of energy use reduction, decarbonization and electrification programs for a variety of building types, including commercial and multi- and single-family residential with varied characteristics and energy use profiles.
- 4.4.4. Implement building efficiency, decarbonization, and electrification programs targeting low- to moderate-income populations.
- 4.4.5. Provide implementation support for various building systems, which may include co-ops, bulk purchasing, means-tested rebates, market transformation, and any other program delivery models.

#### 4.5. Water Efficiency Strategies and Measures

- 4.5.1. Counsel, assess, measure, and design water efficiency strategies and measures to integrate into County programs related to either County facilities or private sector buildings, in connection with building energy efficiency and decarbonization programs, as feasible.

#### 4.6. Innovation

- 4.6.1. Provide analysis, best practices, and technical guidance for innovation in the building science and buildings sector that could further the County's climate goals while providing innovative solutions.

#### 4.7. Program Evaluation, Measurement and Verification

- 4.7.1. Program Evaluation, including measurement and verification of energy, greenhouse gas emissions, cost savings, program cost effectiveness (e.g., total resource cost, or TRC) in the County as a whole resulting from County programs implementing the Community Energy Plan.
- 4.7.2. Project Evaluation, including measurement and verification of energy, greenhouse gas emissions, and cost savings resulting from the County's energy management efforts for County government operations, adhering for evaluation where possible to International Performance Measurement and Verification Protocol (IPMVP) standard or other industry best practices.

### 5. Resilience

#### 5.1. Analyzing and Prioritizing Energy Assurance Plan (EAP)

- 5.1.1. The primary task is to support the County in analyzing and prioritizing Energy Assurance Plan recommendations. For purposes of this Section, "resiliency" is defined to include, but not be limited to, buildings, transportation modes and systems, and other critical public facilities and assets. Other tasks could include, without limitation:

- 5.1.1.1. Microgrids
- 5.1.1.2. Battery Energy Storage System (BESS)
- 5.1.1.3. Demand-Response
- 5.1.1.4. District Energy
- 5.1.1.5. Distributed Energy Resources (DER)



- 5.1.1.6. Alternative Fuels and Hybrid Technologies
  - 5.2. Other Resilient Energy Systems and Methodologies
    - 5.2.1. Coordinate and align Energy Assurance plan with County’s Emergency Management activities.
  - 5.3. Energy Assurance Plan (EAP) Implementation
    - 5.3.1. Examine the Energy Assurance Plan (EAP) recommendations and develop a prioritization scheme to apply to the multiple EAP recommendations.
    - 5.3.2. Assist the County Staff in Implementing the EAP.
  - 5.4. Water-Energy Nexus Design and Modeling for Joint-Resource Conservation
    - 5.4.1. Identify risk mitigation measures and strategies for water systems and operations.
    - 5.4.2. Identify and model energy and water conservation measures specifically tailored to water pollution treatment plants.
- 6. Community-Scale On-Site Energy Performance and/or Renewable Energy Analysis, Design and Programs**
- 6.1. Building, Block, or Neighborhood- and/or Community Scale Energy Performance Models and Installation/Execution. Turn-key solution models that may include:
    - 6.1.1. Building audits and feasibility analysis.
    - 6.1.2. Solutions modeling or design, including without limitation, electrification, building envelope improvements, automated systems, HVAC, vents and ducts air sealing, and other energy performance improvements to existing buildings
    - 6.1.3. Contracting, including, e.g., upstream and downstream upgrade elements
    - 6.1.4. Design-construct project management
    - 6.1.5. Ex-ante and ex-post ante measurement, valuation, and certification of performance
    - 6.1.6. Ongoing maintenance, operations, education, and training
  - 6.2. Community- or Neighborhood Scale Energy Services (e.g., contracting, maintenance, operations, training). Any other service, support, maintenance, reporting, or training services that may be related to or benefit from the other deliverables under this Service Area 6.
  - 6.3. Community-Scale Renewable Energy Support
    - 6.3.1. Provide assistance, analysis, technical guidance, projections and forecasts, program development and other services to support community-wide renewable energy goals.
    - 6.3.2. Create financial analysis and models, market and technical analysis, potential studies, and scenarios to support the deployment of renewable energy systems.
    - 6.3.3. Review and comment on proposed utility-scale renewable energy agreements for terms and conditions most favorable to the County.
    - 6.3.4. Evaluate regulatory and policy barriers and opportunities for achieving community-scale renewable energy goals across all sectors and end uses.
    - 6.3.5. Develop, design and/or implement program models to promote and accelerate the adoption of renewable energy across all sectors of the community.
  - 6.4. Community-Scale Renewable Energy Evaluation, Measurement and Verification
    - 6.4.1. Provide technical support to review, analyze, and verify proposed renewable energy projects and programs from contractors, vendors, and third-party solar developers.
    - 6.4.2. Evaluate implemented projects to meet forecast, projections, and contractual agreements on a variety of performance indicators and metrics, including but not limited to capacity, output, cost savings, and environmental attributes.
- 7. Low-to-Zero Carbon Transportation Analysis and Programs**
- 7.1. Transportation Decarbonization Analysis and Evaluation

- 7.1.1. Assess and analyze the transportation sector, EV/AFV vehicle models, and related equipment.
- 7.1.2. Determine infrastructure and siting needed for electric vehicle supply equipment (EVSE) and modeling the EVSE network. Determine mechanical and electrical infrastructure needs for EVSE and appropriate site locations. Include electric vehicle forecasting and distribution grid load analysis for private sector charging, charging options for non-public property or right-of-way, and/or EV charging stations or plazas on County property, including public right-of-way.
- 7.1.3. Assess alternative transportation fuels and update and report as markets and technologies evolve (e.g., hydrogen-fuels).
- 7.1.4. Conduct assessments and analyses related to changes to and transformation of social and economic patterns in transportation, including but not limited to micro-mobility, alternative transportation, and changes in personal vehicle ownership.
- 7.2. Transportation Decarbonization Community Program Design
  - 7.2.1. Provide analysis, market potential studies, and program design for community-wide programs to promote and accelerate EV and/or AFV adoption that may include EVSE equipment technical assistance, outreach and education programs, or incentive design.
- 7.3. Market transformation and innovation program models (e.g., bulk purchase, EV and AFV cooperatives, EV/AFV ride-share), including disadvantaged community programs.

**C. ENERGY SYSTEMS INSTALLATION, MAINTENANCE AND OPERATION**

**8. Electric Vehicle Service Equipment (EVSE) Installation**

- 8.1. EVSE Contractor Owned and Administered
  - 8.1.1. Provide turnkey and cost-effective EVSE solutions for EVSE equipment deployment throughout the County, including siting, installation, provision of data services/software capabilities, operation, and maintenance of all equipment for community-wide use on public property, under a model where the vendor/contractor owns, operates and maintains all equipment.
  - 8.1.2. For each site where there will be EVSE installed, a mutually acceptable licensing agreement with the County will be needed. If an agreement cannot be reached within a reasonable timeframe, then the County reserves the right to select the next qualified bidder.
- 8.2. County Owned or Licensed EVSE and Alternative Fuel Vehicle (AFV) Infrastructure
  - 8.2.1. Installation, data services/software capabilities, operation, and maintenance of EVSE and/or Alternative Fuel Infrastructure on County sites and facilities under models where:
    - 8.2.1.1. The County owns but the vendor operates and maintains the EVSE equipment, including provision of data services/software capabilities, or
    - 8.2.1.2. The County licenses vendor the right to place EVSE or AFV infrastructure on County or public property (whether to service the County fleet only or with public access) and to operate and maintain same (with the vendor to also provide data services/software capabilities).
- 8.3. County-Leased EVSE and Alternative Fuel Vehicle Infrastructure
  - 8.3.1. Installation, data services/software capabilities operation, and maintenance by vendors under agreements where the County leases the EVSE equipment.
  - 8.3.2. For each site where there will be EVSE installed, a mutually acceptable licensing agreement with the County will be needed. If an agreement cannot be reached within a

reasonable timeframe, then the County reserves the right to select the next qualified bidder.

- 8.4. Third-party EVSE systems and programs targeted to or developed to serve low-to-moderate income, disadvantaged, and/or underserved communities.
  - 8.4.1. Allowing for any of the above three models (Tasks 8.1 – 8.3), under contracts with vendors for EVSE-powered and/or AFV-fueled equipment to be sited in underserved, LMI and/or disadvantaged communities.
  - 8.4.2. For each site where there will be EVSE installed, a mutually acceptable licensing agreement with the County will be needed. If an agreement cannot be reached within a reasonable timeframe, then the County reserves the right to select the next qualified bidder.

## 9. On-Site Solar Installations and Analysis

### 9.1. Solar Power Purchase Agreement (PPA) Implementation

- 9.1.1. Install, own, operate, and finance solar projects hosted on selected County facilities. Provide a complete turn-key photovoltaic solar project, including financing and selling the electricity and environmental attributes generated for the benefit of the County. The County prefers economies of scale and has an interest in bundling as many projects into large awards as possible but may also consider multiple awards where multiple vendors are in the County's best interests.
- 9.1.2. Preliminary sites have been identified as candidates for solar PPA installations; those include existing facilities and public property with favorable characteristics and facilities that will be constructed in the near future.
- 9.1.3. For each PPA project, provide a plan and schedule for execution of the following:
  - 9.1.3.1. Project planning – Including but not limited to: provide initial and final engineering drawings and financial models; engage with internal and external stakeholders; develop project plan that outlines the logistics for installing the solar PV system, specifically addressing County and stakeholder concerns; provide architectural renderings of the solar PV system, conducting any interconnection studies required by the regional grid operator, utilities, and others necessary to execute the project; obtain interconnection agreements with the applicable utilities and all necessary federal, state, local, and other permits and approvals, as necessary.
  - 9.1.3.2. Construction and Implementation – Including but not limited to: build and install the solar PV system in accordance with the plans and drawings approved by the County and coordinating, at County's direction, with tenants and others to minimize impacts to facility operations (e.g., limiting operational disruptions due to temporary interruption of electric power in buildings).
  - 9.1.3.3. Maintenance and Ongoing Operations - Maintain the solar PV system for its service life, including any washing, upgrades, and/or repairs necessary to ensure the commercially reasonable continuous delivery of electricity; provide training to the County's operational and facility maintenance staff, including troubleshooting to help ensure that issues with the solar PV system are promptly identified and reported, especially with interconnected systems, like BESS and EVSEs.
  - 9.1.3.4. Financing should include, but not be limited to, arranging and securing financing for the term of the PPA, including all available incentives and credits.

Environmental Attributes and RECs generated by the system shall be retained by the County and clearly identified in any financial model.

- 9.1.4. For each site where there will be EVSE installed, a mutually acceptable licensing agreement with the County will be needed. If an agreement cannot be reached within a reasonable timeframe, then the County reserves the right to select the next qualified bidder.
- 9.2. Third-Party Design, Evaluation, Installation and Maintenance of On-site Solar (County-owned, and operated systems)
  - 9.2.1. Design, install, and maintain on-site renewable solar projects sited on County facilities for the County to own and offtake produced electricity and environmental attributes. Specific tasks may include but are not limited to:
    - 9.2.1.1. Provide analysis and support for screening County facilities for renewable energy viability on a variety of considerations, including, facilities' physical constraints and opportunities, financial analysis, regulatory and policy considerations, and any other factors that will impact project implementation.
    - 9.2.1.2. Support capacity and load estimates.
    - 9.2.1.3. Support maintenance and operations of new and existing systems and components.
    - 9.2.1.4. Provide full evaluation, design, and installation of on-site solar systems, including without limitation, permitting and interconnection requirements.
- 9.3. On-Site County Operations Energy Screening, Analysis and Evaluation
  - 9.3.1. Provide analysis and support for screening County facilities for renewable energy viability on a variety of considerations, including, facilities' physical constraints and opportunities, financial analysis, regulatory and policy considerations, and any other factors that will impact project implementation. Provide financial analysis and evaluate alternative financing models for renewable energy projects.
  - 9.3.2. Review and comment on proposed power purchase agreements for terms and conditions most favorable to the County.
  - 9.3.3. Analyze policy and regulatory opportunities and barriers for renewable energy projects at County facilities and properties.
  - 9.3.4. Examine and provide technical support and review for proposed renewable energy project proposed by third parties for financial, technological, regulatory, and operational impacts and other relevant considerations.
  - 9.3.5. Provide technical support to review, analyze, and verify proposed renewable energy projects and programs from contractors, vendors, and third-party solar developers.
  - 9.3.6. Evaluate implemented projects to meet forecast, projections, and contractual agreements on a variety of performance indicators and metrics, including but not limited to capacity, output, cost savings, and environmental attributes.

#### **D. PROGRAM ADMINISTRATION AND SUPPORT**

#### **10. Communications and Outreach**

- 10.1. Program design for communications, marketing, outreach and education programs/pilots to drive behavioral change and market transformations (conventional and innovative, including print, social media, electronic, etc.). Such programs/pilots will include performance metrics.
- 10.2. Program Branding. The County seeks innovative branding, compelling messaging, and relatable value propositions to support market transformation and behavioral change.

- 10.3. Website and Content/Collateral Development (with option for multi-language translations). Content/Collateral development includes, but is not limited to, print, virtual/electronic, film-video, graphics and illustrations, one-sheets and circulars, surveys/polls, and interactive website media. Impact data, such as site visits, average length of visit, average number of site clicks, and site and/or content and collateral recognitions.
- 10.4. Climate and Energy Event Planning, Development, and Promotion, and Logistical and Day-Of Support, and Administration. This pertains primarily to public events, including but not limited to, workshops, county fairs, summits, public meetings, and specialized events, such as Ride 'n Drive events, etc. This task is intended to cover both virtual and in-person/live events.
- 10.5. Support (design, content, and execution) in energy and/or climate campaigns directed at underserved communities. Program Progress Reporting. This includes, without limitation, sustainability or climate/energy dashboards, tables and charts, PowerPoint and similar presentations, and executive summaries.

**11. Program Administration and Support**

- 11.1. Procurement/Grant Identification and Management
  - 11.1.1. Grant tracking and monitoring and identification of grants aligned to the County's climate, sustainability, resiliency and energy goals and objectives.
  - 11.1.2. Grant application development and support.
  - 11.1.3. Grant program/project administration/management, tracking, and reporting upon award.
- 11.2. Policy Development and Legal Support including, without limitation:
  - 11.2.1. Support to legislative bill analyses, literature reviews and benchmarking of energy-related policies, such as building codes, anti-idling, EVSE rate ordinances
  - 11.2.2. Support on regulatory matters (e.g., before the State Corporations Commission (SCC), the Federal Energy Regulatory Commission (FERC), and Regional Transmission Operators)
- 11.3. Program, project or pilot management, administration, and reporting related to:
  - 11.3.1. Energy efficiency, renewables, storage, and innovation building-related programs/pilots
  - 11.3.2. Transportation-related programs/pilots
  - 11.3.3. Resiliency-related programs/pilots
  - 11.3.4. Marketing, outreach and education programs/pilots for behavioral change and market transformations

**E. TASK ORDER ASSIGNMENT PROCEDURE**

The Task Order Work assignments performed under these Contracts will be determined as follows:

1. Task orders will be assigned in a rotation established by rank order of contractors per Service Area, as determined through the evaluation of this RFP.
2. For each assigned task order, the County Project Officer will provide the selected contractor with a scope of work for the assignment, a listing of the deliverable items, the required completion date, and any other documents that may be available and relevant to the requested work.
3. The selected contractor must submit a proposal for the work within ten calendar days of receiving the scope of work, provide a description of its proposed method of completing the work, identify and provide resumes of the staff proposed to be used in performance of the work on the assignment, and provide a binding milestone schedule to complete the work.

The selected contractor also must prepare a not-to-exceed cost proposal (either time and materials or lump sum, as specified by the County) using the fully burdened hourly rates identified in the contract and identifying the required tasks and the estimated number of hours necessary to complete the assignment. If the price proposal is unacceptable, the County will negotiate with the contractor, and if no agreement is reached, the County will request a price proposal from the next contractor on the rotation.

No additional compensation will be paid for work on the assigned task order, unless approved in writing by the County Project Officer. The not-to-exceed amount will include all of the contractor's fees, expenses, and profit.

To maintain equity among contractors, the County will pass over any contractor in rotation that has received more than the following percentage of the total fees awarded by the County to all contractors in a particular Service Area as a result of this RFP:

- Greenhouse Gas Inventory and Climate Planning; 50%

- Energy and Climate Financing Models and Mechanisms; 50%

- Waste Reduction: 50%

- Buildings: 50%

- Resilience: 50%

- On-Site Community-Based Energy Performance and Renewable Energy Analysis, Design and Programs: 70%

- Low-to-Zero Carbon Transportation Analysis and Programs: 50%

- Electric Vehicle Service Equipment (EVSE) Installation: 70%

- On-Site Solar Installation and Analysis (Vendor or County-owned systems): 70%

- Communications and Outreach: 50%

- Program Administration and Support: 50%

4. Records of the contractor rotation and total fees and percentage values will be maintained by the Bureau Chief of the County's OSEM. The County will provide to any contractor, upon request, the values of awards made to individual contractors since the initial award.

## **V. PROPOSAL REQUIREMENTS**

### **1. GENERAL**

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

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

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

### **2. PROPOSAL SUBMISSION**

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

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

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

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

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

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

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

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

**4. PROPOSAL STANDARDS**

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

**5. EXPENSES INCURRED IN PREPARING PROPOSAL**

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

**6. PROPOSAL EVALUATION CRITERIA AND WEIGHTS**

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

<b>Evaluation Criteria</b>	<b>Criteria Weight</b>
Project Approach	25
Offeror's General Qualification & Experience	40
Offeror's Experience with Government Clients	25
Project References	10
<b>Total</b>	<b>100</b>

**7. PROPOSAL SUBMITTAL ELEMENTS**

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

**1. EXECUTED FORMS**

- a. Proposal Form: original as detailed above.
- b. Contractor Compliance with County COVID-19 Vaccination Policy Certification: included in the RFP document.
- c. Conflict of Interest Statement: included in the RFP document.
- d. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

**2. MANDATORY REQUIREMENTS**

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

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

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



### **3. PROJECT APPROACH**

- a. Offerors may submit a proposal for an entire Section (e.g., Section A: Strategic Planning and Financing), a specific Service Area (e.g., Section A.3 Waste Reduction) or a specific Task Area (e.g., A.2.1. Community Choice Aggregation). Offerors must clearly identify by number and letter the Section(s), Service Area(s) and Task Area(s) for which they wish to be considered.
- b. For each Section, Service Area or Task Area, the Offeror must submit a narrative describing how the Offeror would approach the project(s) from start to finish, identifying the data and other resources needed and describing how the Offeror envisions the project proceeding, including interaction with County staff and subcontractors (if any). This is an opportunity for the Offeror to articulate how lessons learned from past work would inform the performance of projects(s) for the County. This is also an opportunity for the Offeror to identify special capabilities and skills that may be brought to bear on these projects(s).

The narrative should also describe the Offeror's qualifications and experience, demonstrated success with similar projects, references, and project costs as further described below. Examples from relevant past projects can help with the evaluation process. In addition, we encourage Offerors to provide hyperlinks for projects they wish the County to consider in greater detail.

### **4. OFFEROR'S GENERAL QUALIFICATIONS AND EXPERIENCE**

- a. Describe the Offeror's qualifications and technical experience, including but not limited to the following:
- b. One-page letter of introduction summarizing why the Offeror is the most qualified for each particular service area for which the Offeror is responding.
- c. Descriptions of a minimum of two and a maximum of five past projects involving tasks like those in this solicitation that the Offeror completed within the last ten years from the date of this RFP. Limit two pages per project. In addition, we encourage Offerors to provide hyperlinks for projects they wish the County to consider in greater detail.
  - i. Describe the scope and type of task and detail the services provided.
  - ii. Describe any problems encountered, lessons learned, and solutions devised.
- d. Credentials of the proposed team. Limit two pages, plus resumes.
  - i. Name of proposed Project Manager.
  - ii. Selections from Project Manager's portfolio that demonstrate knowledge, experience and success in the relevant Task or Service Area; and under which the Project Manager also served as Project Manager or Project Director.
  - iii. An organizational chart showing the division of responsibility among the members of the team.
  - iv. A one-page resume for each of the key project staff members.
- e. Name and information for proposed subcontractors, including:

- i. Areas of expertise and a description of how the subcontractor would be used in this project.
- ii. One-page resume for each proposed subcontractor staff member.
- iii. Up to three relevant projects completed in the past five years by proposed subcontractors' staff members.
- iv. Contact information, including name, organization, telephone number and email address.

**5. OFFEROR'S EXPERIENCE WITH GOVERNMENT CLIENTS**

- a. Offerors should demonstrate success with government clients in the relevant Section, Task Area, or Service Area to which the Offeror is responding, including:
- b. Work with state and/or local governments or agencies on energy and climate issues.
- c. Demonstrated knowledge of best practices and programs in other jurisdictions.
- d. Ability to work effectively with interdisciplinary committees and stakeholders.
- e. Ability to rapidly and effectively respond to client requests for analysis and information and to manage multiple inquiries effectively.

**6. PROJECT REFERENCES**

Provide contact information (including an individual's name, telephone number and e-mail address) for a minimum of two and maximum of four clients for which the Offeror has performed similar services for the relevant Section, Task Area, or Service Area and that can provide information regarding the quality of services provided by the Offeror.

**7. PROJECT COST**

Provide fully loaded hourly rates for all staff who may be assigned to work on the projects.

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

**VI. CONTRACT TERMS AND CONDITIONS**

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



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

**AGREEMENT NO. 23-DES-RFP-230**

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

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit E – Contractor COVID-19 Vaccination Certification
- Exhibit F – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any

representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to build upon the County's prior efforts and to support the County's response to climate change in a rigorous, innovative and successful manner across all critical sectors (buildings, transportation, renewable energy, resilience, water/wastewater, solid waste, and policy development). It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on \_\_\_\_\_, 20\_\_\_\_ and must be completed no later than \_\_\_\_\_ 20 \_\_\_\_ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than \_\_\_\_\_ additional 12-month periods, from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

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

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

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until \_\_\_\_\_ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

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

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

**7. PAYMENT**

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

**8. REIMBURSABLE EXPENSES**

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

**9. REIMBURSABLE TRAVEL-RELATED EXPENSES**

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

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

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

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

Transportation:

General

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

Ground Transportation

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

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

#### Air Travel

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

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

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

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

#### **10. \* PAYMENT OF SUBCONTRACTORS**

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose

of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**11. NO WAIVER OF RIGHTS**

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

**12. \* NON-APPROPRIATION**

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

**13. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

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

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

**14. \* COUNTY PURCHASE ORDER REQUIREMENT**

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

**15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

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

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

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

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

**16. \* EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**17. \* EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

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

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



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

**19. \*SEXUAL HARASSMENT POLICY**

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

**20. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits \_\_\_\_). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

**21. TERMINATION**

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

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

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

**23. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

**24. COPYRIGHT**

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

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

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

**25. OWNERSHIP OF WORK PRODUCT**

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

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

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

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

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

**26. DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit       ) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the

subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

**27. \* ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**28. \* COUNTY EMPLOYEES**

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

**29. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

**30. \* AUTHORITY TO TRANSACT BUSINESS**

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

**31. \* RELATION TO COUNTY**

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

**32. ANTITRUST**

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

**33. REPORT STANDARDS**

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

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g., separate title sheets or chapter dividers)

**34. AUDIT**

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

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

**35. ASSIGNMENT**

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

**36. AMENDMENTS**

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

**37. \* 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.

**38. \* DISPUTE RESOLUTION**

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

**39. \* 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.

**40. ARBITRATION**

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

**41. 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.

**42. 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.

**43. 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.

**44. \* ATTORNEY'S FEES**

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

**45. 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 DATA SECURITY AND PROTECTION.

**46. 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.



**47. 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.

**48. NOTICES**

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

**TO THE CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO THE COUNTY:**

\_\_\_\_\_, Project Officer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AND**

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

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

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

**49. ARLINGTON COUNTY BUSINESS LICENSES**

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

**50. \* NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**51. LIMITED ENGLISH PROFICIENCY**

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

**52. ACCESSIBILITY OF WEB SITE**

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

**53. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
7. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
8. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

9. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
10. Contract Identification - All insurance certificates must state this Contract's number and title.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible, that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

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

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

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

**54. CONTRACTOR PERFORMANCE EVALUATION**

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

**55. COUNTERPARTS**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT C**

**NONDISCLOSURE 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. \_\_\_\_\_ (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 ; 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 encryption, 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, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and 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 *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other 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 *NonDisclosure 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: \_\_\_\_\_

**EXHIBIT D**

**NONDISCLOSURE 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. \_\_\_\_\_ (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; 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 encryption, 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 and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and 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 *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other 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:

Contractor’s Project Manager: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**



**EXHIBIT E**

**CONTRACTOR COVID-19 VACCINATION CERTIFICATION**

- I hereby certify that all \_\_\_\_\_ (Contractor Name) employees and subcontractors who will be working on Contract No. \_\_\_\_\_ are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT F**

**CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION**

**By Email:** Please complete the report below and return it to: [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

I hereby certify that all \_\_\_\_\_ (Contractor Name) employees and subcontractors working on Contract No. \_\_\_\_\_ are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

**VII. ATTACHMENTS AND FORMS**

ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 23-DES-RFP-230

PROPOSAL FORM

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 4:00 P.M., OCTOBER 17, 2022.**

TO BUILD UPON THE COUNTY'S PRIOR EFFORTS AND TO SUPPORT THE COUNTY'S RESPONSE TO CLIMATE CHANGE IN A RIGOROUS, INNOVATIVE AND SUCCESSFUL MANNER ACROSS ALL CRITICAL SECTORS (BUILDINGS, TRANSPORTATION, RENEWABLE ENERGY, RESILIENCE, WATER/WASTEWATER, SOLID WASTE, AND POLICY DEVELOPMENT) PER THE SOLICITATION.

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

**SUBMITTED BY:**

*(legal name of entity)*

\_\_\_\_\_

**AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**PRINT NAME AND TITLE:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY/STATE/ZIP:**

\_\_\_\_\_

**TELEPHONE NO.:**

**E-MAIL**

**ADDRESS:**

\_\_\_\_\_

**THIS ENTITY IS INCORPORATED  
IN:**

\_\_\_\_\_

**THIS ENTITY IS A:**

*(check the applicable  
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES

NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE  
SCC:**

\_\_\_\_\_

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

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

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

YES  NO

OFFEROR STATUS: MINORITY OWNED:  WOMAN OWNED:  NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

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

<HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088>.

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

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

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

PROPOSAL FORM, PAGE 3 OF 5

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:

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

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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: \_\_\_\_\_

ACKNOWLEDGEMENT OF COUNTY COVID-19 VACCINATION POLICY

I, \_\_\_\_\_(hereinafter referred to as “Offeror”), certify that I will comply with the COVID-19 Vaccination Policy as a condition of contract award which may require that all contractor employees or subcontractors who will be working on the contract are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Offeror:** \_\_\_\_\_

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. 22-DES-RFP-230, 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: \_\_\_\_\_