



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

REQUEST FOR PROPOSALS NO. 22-DMF-RFP-538

**FOR THE PROVISION OF A COMPREHENSIVE REVIEW OF ARLINGTON COUNTY'S COST AND FEE
STRUCTURE FOR COUNTY DEVELOPMENT SERVICES**

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#) UNTIL 1:00 P.M. ON THE 10TH DAY OF FEBRUARY 2022. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

NON-MANDATORY PREPROPOSAL CONFERENCE ON DECEMBER 9, 2021, AT 1:30 P.M.

Join on your computer or mobile app

[Click here to join the Nonmandatory Preproposal Conference meeting](#)

Or call in (audio only)

[+1 347-973-6905,492846801#](#) United States, New York City

Phone Conference ID: 492 846 801#

The Preproposal Conference is to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Bidders are encouraged to attend

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).

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
Tomeka D. Price, VCO, VCA
Procurement Officer
tprice@arlingtonva.us

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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. 22-DMF-RFP-538 – TENTATIVE SCHEDULE

RFP ISSUANCE	December 2, 2021
PREPROPOSAL CONFERENCE	December 9, 2021
QUESTION DEADLINE	December 17, 2021, at 5:00 p.m.
PROPOSALS DUE	February 10, 2022, at 1:00 p.m.
CONTRACT AWARD	TBD

2. QUESTIONS AND ADDENDA

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

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of **RFP No. 22-DMF-RFP-538**. 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 DECEMBER 17, 2021, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

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

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

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

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

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

6. NOTICE OF DECISION TO AWARD

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

7. TRADE SECRETS OR PROPRIETARY INFORMATION

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

8. FINANCIAL STATEMENT

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

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

9. DEBARMENT STATUS

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred 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.

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 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, must 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. 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.

20. 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. 22-DMF-RFP-538

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to undertake a comprehensive review of Arlington County's cost and fee structure for development services. Arlington County, Virginia, is soliciting proposals from independent economic and fiscal analysis firms with demonstrated competence and qualifications in establishing fee structures for building and land development services, including the licensing and permitting of development and construction and related activities.

The successful Offeror will provide various financial analyses with the primary and immediate task being to provide Arlington County with a Cost-of-Service Analysis and Rate Study for the Development Fund.

The overall intent of the rate study is two-fold:

- Evaluate the costs of providing current and future development services; and
- Provide an analysis of current fees and recommendations for fee structures and levels that will meet cost and revenue requirements for a base fiscal year 2024 and five subsequent years (six-year forecast). Recommendations for future fee structures and levels will incorporate input from community engagement.

During the five-year contract following the completion of the initial development services fee study, the Contractor may be asked to perform other tasks which may include, but are not limited to:

- Additional Development Services Fee research;
- Fee-related Cost Recovery Modeling and Analyses;
- Fee policy updates and/or development; and/or
- Public outreach and civic engagement related to any of these tasks

BACKGROUND

The Departments of Community Planning, Housing and Development (CPHD) and Environmental Services (DES) are the main entities that guide the development process in Arlington County, Virginia. The work in these departments ranges from reviewing land development and construction documents to performing inspections and issuing permits for projects including:

- small projects such as a deck addition to a single-family home;
- large commercial projects requiring County Board approval of a special exception site plan prior to the start of the construction review process;
- public infrastructure and facilities; and
- environmental management of development.

This will be the first comprehensive review of development services fees since the County established the enterprise Development Fund in FY 2008, which increased related fees to recover the costs of enhanced levels of service.

The Development Fund was established to enhance the level of customer service for development services through the addition of staff, improved technology, and resources. The Fund included a fee schedule that would fully support the operations of the Inspection Services and Zoning Divisions. The County Board has adopted fiscal policies specific to the Development Fund, including that the Fund will be self-supporting and will maintain a contingent reserve "equivalent to thirty percent of the Fund's total

operating budget based on the fiscal year,” which is approximately equal to three to four months of operating expenses.

The Inspection Services Division is responsible for reviewing requests for building and related trade permits and plans as well as inspecting buildings that have been newly constructed or renovated. Inspection Services ensures compliance with the Virginia Uniform Statewide Building Code and other applicable local codes and ordinances. It serves as a resource of information for Arlington County residents, design professionals, contractors, builders, and developers to ensure that the built environment is constructed and maintained in a safe, energy efficient, and accessible manner.

The Zoning Division interprets, administers, and enforces the Zoning Ordinance to ensure orderly development of Arlington County in accordance with the legislative intent of the Zoning Ordinance and approvals by the County Board.

While also involved in development review, the operating budgets for the CPHD Current Planning Division and DES Transportation and Development Services Division have remained outside of the Development Fund, as their fees continue to contribute to the County’s General Fund. CPHD’s Current Planning coordinates the development review process for site plans as well as ad-hoc task forces for a variety of land use and development issues; it also analyzes, reviews, and prepares staff recommendations on development proposals and use permits.

DES coordinates with CPHD’s Planning, Zoning, and Inspections Services Divisions to complete the review, approval, and implementation of special exception development plans, building permits, civil engineering plans, subdivision, and easement plats in addition to other development-related activities.

Collaborative work with CPHD and DES has been done on permit processes already in building [Permit Arlington](#). Permit Arlington is a County-wide initiative to improve land development, building, and permitting processes that includes a new online permitting system, refreshed website, and centralized space for in-person customer visits.

Detailed information on these Departments’ services can be found at <https://departments.arlingtonva.us/planning-housing-development/>

IV. SCOPE OF SERVICES

The Contractor will conduct a fee study as described in this Scope of Services.

A. Development Services Fee Study

The following business units will be included in this fee study:

- CPHD: Planning, Housing, Zoning, and Inspection Services Divisions.
- DES: Transportation and Development Services, Operations, and Office of Sustainability and Environmental Management.
- DMF: Budget Division.

The selected contractor will work with the County Project Team, a technical team comprised of County staff from CPHD, DES and DMF who have rate, financial, policy, operations, and engineering backgrounds. The County will appoint a Project Manager who will manage day to day operations of this project and serve as liaison between the selected contractor and County staff where needed.

Fees to be included in the study are detailed in the attached matrices of Inspection Services, Zoning, and DES fees.

For the purpose of this RFP, Cost Recovery is defined as the calculation of the percentage of a given service cost in relation to the fees charged to provide that service. For example, issuance of a permit would achieve 100% cost recovery if the fees charged for issuance of that permit exactly matched the cost of staff time and other costs associated with the review requirements of that permit. Those costs might be more than just direct services provided and could include an overhead charge, technology fee, or other indirect charges.

This Development Services Fee Study should identify for each fee charged (1) the current cost recovery and (2) target levels of cost recovery with recommendations for changes to fees to achieve targets. While each individual fee in the enterprise Development Fund and General Fund may not achieve 100% cost recovery, recommendations given for all phases of the study should take into account that the enterprise Development Fund as a whole must achieve 100% cost recovery. Barriers to 100% cost recovery for each individual fee may include code restrictions and competitiveness considerations. For purposes of this study, offerors should assume that there will be no changes to the funds to which individual fees are assigned.

The selected contractor will be responsible for the following:

1. Assessing the structure of fees and costs of development services (including the reserve required in the Development Fund by the adopted reserve policy (see Attachment A)) provided by CPHD and DES in the General Fund, the Development Fund, and the Stormwater Fund.
2. Assessing the County's development services process from pre-filing consultations to the issuance of the certificate of occupancy or other close-out of the various processes, to include all aspects of land development and building types (residential, commercial, and multi-family);
3. Assessing the current approach to setting permit fees;

4. Developing options and recommendations for an updated fee structure to fairly allocate the cost of operations and services among the permits, licenses, approvals, and services provided by the Departments to promote long-term stability of the enterprise Development Fund;
5. Developing a timeline for changes to the fee structure and strategies for maintaining cost recovery – for General Fund, Stormwater Fund, and Development Fund activities—with a recommendation of a target range for cost recovery;
6. Assessing best practices around the use of surcharges or similar methodology to cover costs of automation and other costs inherent in development services operations;
7. Providing a fee model based on the detailed cost analysis of the current organizational structure and levels of service;
8. Assessing and benchmarking fully loaded fees and costs of building permit and development services for jurisdictions that approach development similarly to Arlington County and have similar levels of regulation; and
9. Developing a community engagement plan that outlines roles, assigns tasks and details public involvement efforts to ensure that interested partners are adequately apprised of the analyses conducted, have an opportunity to provide input into discussions of the cost-of-service methodologies to be used, and have an opportunity to comment on the cost allocations and fee designs developed and recommended. Community engagement will include check-ins with private developers, NAIOP (a commercial real estate development association), the Chamber of Commerce, residents, and commissions (at a minimum the Fiscal Affairs Advisory Commission, Economic Development Commission, and Planning Commission). Community engagement activities may include those detailed in the Reports, Meetings, and Presentations section below.

The Work will be performed in the phases presented below and will result in the described deliverables. Phases of work can be concurrent or parallel as appropriate.

All draft deliverables for all phases described in this section should be provided to the County in editable Microsoft Office formats (i.e., Word and Excel). The proposal should assume that all deliverables (draft reports, final reports, models, and fee schedules) need to go through a review process with County staff. The final report may be presented in a PDF format after completion of the staff review process.

Phase I – Evaluation of Current State

Deliverable No. 1: Cost Analysis & Evaluation of Fee Structure and Schedules

1. Meet with County staff to conduct interviews to gain an understanding of the County's current and past permit and license fees structure, policies and operations, history behind current fees, and implementation considerations.
2. Interviews include, at a minimum, staff from
 - CPHD: Planning, Zoning, and Inspection Services Divisions.
 - DES: Transportation and Development Services, Operations, and Office of Sustainability and Environmental Management.
 - DMF: Budget Division.
3. Conduct a comprehensive assessment of the existing fee schedules (see Attachments B, C, and D), rate structures, expenses and cost centers, reserve policy, filing fee requirements, and historic fund balances.

4. Identify the average cost for different types of services and review the current cost recovery for each type of fee and line of business (i.e., Inspection Services, Zoning, Environmental Services). The proposal must identify the methodology to be used.
5. Identify and recommend any development-related services for which the County is not currently charging, but that are allowable under the state code; also recommend a rate structure for such services.
6. Assess whether the appropriate fees are being charged.
7. Assess the ability to estimate total fees for development projects by residents or commercial developers.
8. Assess the cost basis for each service and fee.
9. Identify appropriate fees and service charges where full cost recovery might be unrealistic or undesirable.
10. Assess the “add-on” fees.
11. Review the reserve policy for the enterprise Development Fund to benchmark against other jurisdictions and best practices.
12. Analyze the fee structures for other jurisdictions’ permitting departments to determine best practices for setting and collecting building and land development permit fees to fund services.
13. Develop a civic engagement strategy and schedule to inform interested parties throughout each phase of the fee study.

Deliverable No. 2: Draft Report

1. Current cost recovery for services and costs per fee type.
2. Benchmarking of other jurisdictions’ reserve policies compared to the reserve policy for Arlington County’s enterprise Development Fund.
3. Proposed civic engagement strategy and schedule.
4. Summarize any other findings from the Phase I assessment.

Phase II – Recommended Fee Schedule

Deliverable No. 1: Develop Recommendations for Changes to Fees and Rates

1. Develop options and recommendations for an updated fee structure to fairly allocate the cost of operations and services among the permits, licenses, approvals, and services provided by the Departments and to ensure the long-term stability of the enterprise Development Fund and General Fund. The recommended options should consider and incorporate a proposed reserve policy for the enterprise Development Fund.
2. Develop recommendations on timing and the process of fee changes for the appropriate level of cost recovery.
3. Analyze cost recovery ranges for each fee and line of business; ranges will allow for fluctuations in the economic cycle. Analysis should consider direct costs, indirect costs, and overhead costs for each line of business.
4. Develop a plan for annual fee reviews, considering inflationary increases and including a timeline of when the next cost recovery review should be done.
5. Consider the inclusion of any proposed changes to fees to ensure a self-sustaining enterprise Development Fund in the long term as well as rate stability and other appropriate financial and rate payer considerations. Include discussion of the

feasibility of modifying rates over time, on what schedule and using what methodology, and discuss elasticity of the different fees and rates for the services provided and how changes in one area may impact revenues and other fees and charges.

Deliverable No. 2: Draft Report

1. Draft fee schedule that identifies the present fees, recommended fees, modified fee structure, percentage change, cost recovery percentage, and revenue impact. The draft fee schedule should be provided in an editable Excel format and should clearly describe:
 - a. Fees to add, eliminate, or consolidate;
 - b. Fee basis going forward (flat, based on square feet/size of project, value of the project, or other metric) by fee type; and
 - c. Any add-on fees to maintain or create.
2. This draft report will also identify the direct cost, the indirect cost, and the overhead cost for each service.
3. The report may include any other Phase II recommendations as necessary.

Phase III – Benchmarking Analysis

Deliverable: Benchmarking Fees

1. Benchmark fully loaded fees and costs of building permit and development services for jurisdictions in the Washington Metropolitan Area that are developed to a similar extent as Arlington County. Identify those jurisdictions that are true enterprise funds and, for those that are not, identify differentials that would require funding from the General Fund to achieve comparable rates.
2. Describe differences and other relevant information relating to rate structures for benchmarked jurisdictions. This should include benchmarks such as, “X jurisdiction charges Y for fees to deliver Z in terms of time/quantity/quality/other in services.”
3. Expand on benchmarking by providing examples of the current fee impact on example residential and commercial projects versus the new fee schedule’s impact on the same example residential and commercial projects. Provide a comparison of current and new fee schedule impacts to neighboring jurisdictions (Alexandria, Fairfax County, Montgomery County, Washington, DC) utilizing the same example projects.
4. Incorporate changes to the recommended fee structure and rates as appropriate.

Phase IV – Cost Recovery Model and Final Report

Deliverable No. 1: Develop Cost Recovery Model

1. Develop an Excel-based fee/rate calculating model(s) for any fee/rate changes to the fee structure. The model should be designed so that County staff can utilize it to analyze fee change options for the next fiscal year and future years.
2. The model will be utilized by CPHD and DES in their operational reviews and by DMF to review and validate assumptions and establish appropriate estimates for fees moving forward.

3. As part of the response to the RFP, offerors should be prepared to present a sample Cost Recovery Model as part of oral presentations. This presentation will include a hands-on view and a sample instruction guide.
4. Develop thorough documentation of the model, including all key assumptions that drive the calculations – e.g., changes in operating expenses, permits processed per year and assumed changes in fee levels, and a user guide.

Deliverable No. 2: Final Report and Fee Schedules

1. Compilation of all findings and recommendations from prior deliverables and draft reports with County recommended changes.
2. An electronic copy of the final report, incorporating draft reports from earlier phases, related schedules and cost documentation, and any additional recommendations that can be edited and updated by staff to accommodate future changes in permit types, services, costs, etc. Final report will need to go through a staff review process and incorporate additional feedback as necessary before acceptance.
3. The electronic copy must also allow staff to calculate the estimated costs of providing the service under consideration (scenario and "what if" analyses).
4. Training to enable County staff to update fees on an annual or other basis as may be requested.
5. Presentations to the following:
 - i) County Manager (2),
 - ii) The County Board (1),
 - iii) A minimum of three County commissions, and
 - iv) A minimum of three briefings with internal staff stakeholders to facilitate an understanding of the recommendations, as well as implications, for discussion and possible recommendations.
6. Modify recommendations as appropriate following presentations.

B. Project Schedule

The Contractor should provide a detailed project schedule by project phase, which should include the number of Contractor and County staff hours required for each task and a projected date for delivery of the final report and final fee schedules. The schedule will be subject to County approval.

C. Other Fee Study Analyses

The County may require additional fee study work that is not included within the initial Development Services Fee Study Scope of Services. If that is the case, the County will submit the new requirements to the contractor. The contractor will then submit to the County a proposal based on hourly rates established in the contract. If the County approves the proposal, the County will issue a purchase order to allow the additional work to begin.

The additional fee study work that the selected contractor may perform may include the following:

- additional development services fee research;
- fee-related cost recovery modeling and analysis;
- fee policy updates and/or development;
- public outreach and civic engagement related to any of these tasks.

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. 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 uploaded/submitted to Arlington County by an Offeror 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. The County may reject any proposal that modifies or supplements the solicitation requirements.

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

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

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

4. PROPOSAL STANDARDS

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

5. EXPENSES INCURRED IN PREPARING PROPOSAL

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

6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS

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

OFFEROR'S PAST EXPERIENCE AND PERFORMANCE <ul style="list-style-type: none">• Development Fee Experience – <u>15 points</u>• Other Financial Analysis Experience – <u>10 points</u>	25 Points (Total)
EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL, WITH EMPHASIS ON THE PROJECT MANAGER	20 Points
PROJECT KNOWLEDGE/APPROACH/ AND UNDERSTANDING	25 Points
PROJECT SCHEDULE	10 Points
EXCEL BASED MODEL / USER GUIDE / SAMPLE REPORTS SUBMITTED	15 Points
COST PROPOSAL	5 Points
TOTAL POINTS	100 Points

7. PROPOSAL SUBMITTAL ELEMENTS

The County will not evaluate proposals that do not contain all requested content.

A. EXECUTED FORMS

1. Proposal Form: original as detailed above.
2. Contractor Compliance With County COVID-19 Vaccination Policy Certification: included in the RFP document.
3. Conflict of Interest Statement: included in the RFP document.
4. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

B. MANDATORY REQUIREMENTS

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

1. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.
Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.
2. The Offeror must have completed at least three comparable fee studies in the past seven years.
3. The Offeror must have completed one relevant project that included an Excel-based fee model.

4. The designated Project Manager must have five years minimum experience managing projects of this nature.

C. OFFEROR’S PAST EXPERIENCE AND PERFORMANCE (25 POINTS TOTAL, INCLUDING 15 FOR DEVELOPMENT FEE EXPERIENCE AND 10 FOR OTHER FINANCIAL ANALYSIS EXPERIENCE)

Describe prior work experience, qualifications and past performance in providing a development services fee study of similar size, scope, and complexity – including successful civic engagement, as described in the Scope of Services, and recommendations of cost recovery targets and strategies – for a local government of equal or larger size. Experience with fee studies in a Dillon law state is preferred.

List and describe a minimum of three relevant project examples within the past seven years, at least one of which should be related to a development fee study. All examples should demonstrate a clear relationship to this scope of work. Each project description must include, at a minimum, the following information:

1. Project name and location;
2. Date started and completed;
3. Information regarding the Offeror’s contact at the entity for whom the project was performed, including name, title, address, e-mail and telephone number; the listed contact must have personal knowledge of the Offeror's performance;
4. Detailed project description, including type of fees analyzed and whether the work included development of an Excel-based fee model; and
5. Information regarding the civic engagement component of the project

D. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL, WITH EMPHASIS ON THE PROJECT MANAGER.

Personnel who will work directly on the County’s project must have demonstrated experience to perform the work delineated in the Scope of Services. Personnel whose qualifications are submitted by the Offeror must be committed to the project and must be available for the duration of the contract unless otherwise approved by the County.

Key Personnel

One of the proposed Key Personnel must be the designated Project Manager, with five years minimum experience managing projects of this nature.

The Project Manager and other Key Personnel should be listed with at least three relevant projects completed in the past seven years. The projects must be described and should demonstrate applicable education, knowledge, skills, disciplines, and experience to perform the work as set forth in the Scope of Services. Describe the specific project roles and responsibilities of the Key Personnel. At least one relevant project must include an Excel-based fee model.

Project Team

Describe the experience, qualifications, and knowledge of the Project Team, other than Key Personnel, as it relates to the Scope of Work, including all additional personnel, sub-contractors, administrative support, and other staff the Offeror may anticipate working on the project. Include resumes for the project team members describing education, professional licenses and certifications and specific experience with similar projects.

Clearly identify the relationships, roles and responsibilities of all sub-consultants, sub-contractors and third-party representatives.

E. PROJECT KNOWLEDGE/APPROACH/ AND UNDERSTANDING

Provide a statement that demonstrates the Offeror's understanding of the level of effort necessary to complete the Scope of Services, including the means, methods, and technical expertise for performing the Work. Include a description of the proposed approach to develop a complex fee model based on a detailed cost analysis of the current organizational structure and levels of service.

F. PROJECT SCHEDULE

Provide an anticipated project schedule that demonstrates an understanding of the complexity of the study and meets the timeline of providing input into the County's FY 2024 budget process in the summer of 2022.

G. EXCEL BASED MODEL / USER GUIDE / SAMPLE REPORTS SUBMITTED

Provide at least one sample Excel-based model and user guide from a similar study as well as one sample final report from a similar study.

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

I. COST PROPOSAL

The Cost Proposal should include detailed estimates of resource requirements (staff hours, materials, other resources) for each project phase.

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. 22-DMF-RFP-538

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 and Individual)
- Exhibit D– Contractor COVID-19 Vaccination Certification
- Exhibit E – 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 provide a review of the cost and fee structure for Arlington County development services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 2022 and must be completed no later than _____ 2023 ("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 four (4) additional 12-month periods, from _____, 2023 to _____, 2027 (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

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

9. 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. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health.

21. 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 D & E). 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 C) 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).

28. * 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.

29. * 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.

30. 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.

31. * 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.

32. * 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. AMENDMENTS

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

38. * 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.

39. * 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.

40. * 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.

41. ARBITRATION

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

42. 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.

43. 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.

44. 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.

45. * 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.

46. 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.

47. 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.

48. 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.

49. 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:

Email:

TO THE COUNTY:

_____, Project Officer

AND

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

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

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

50. 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.

51. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. LIMITED ENGLISH PROFICIENCY

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

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).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

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. 22-DMF-RFP-538 (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: _____

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. 22-DMF-RFP-538 (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 D

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

I hereby certify that all _____ (Contractor Name) employees and subcontractors who will be working on Contract No. 22-DMF-RFP-538 are fully vaccinated against COVID-19, 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 E

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

I hereby certify that all _____ (Contractor Name) employees and subcontractors working on Contract No. 22-DMF-RFP-538 are fully vaccinated against COVID-19, 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. 22-DMF-RFP-538**

PROPOSAL FORM

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
1:00 P.M., FEBRUARY 10, 2022.**

FOR PROVIDING A COMPREHENSIVE REVIEW OF ARLINGTON COUNTY'S COST AND FEE STRUCTURE FOR
COUNTY DEVELOPMENT SERVICES PER THE SOLICITATION.

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

SUBMITTED BY:

(Legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

**E-MAIL
ADDRESS:**

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES

NO

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

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

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

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

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE ON THE [VENDOR REGISTRY WEBSITE](#).

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 AN ELECTRONICALLY SIGNED PROPOSAL FORM WITH RESPONSE TO THIS RFP.
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:

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONTRACTOR COMPLIANCE WITH COUNTY COVID-19 VACCINATION POLICY CERTIFICATION

I, _____(hereinafter referred to as “Offeror”), certify that I will comply with the COVID-19 Vaccination Policy as a condition of contract award which requires that all contractor employees or subcontractors who will be working on the contract are fully vaccinated against COVID-19, 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-DMF-RFP-538, and on behalf of the Offeror certify that:

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

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

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

(Seal)

Notary registration number: _____

My commission expires: _____

ATTACHMENT – A
CPHD DEVELOPMENT FUND

Guiding Principles and Practices
January 5, 2018

Background

The Development Fund was established in FY 2009 as a mechanism for the County to capture fees for development-related work and to use the revenue to support the operations of two CPHD Divisions: Inspection Services (ISD) and Zoning.

Authority

Section 107.1 of the Uniform Statewide Building Code (USBC) provides the authority for fees to be levied by a local governing body, in order to defray the cost of the enforcement of the USBC. The corresponding section of the Code of Virginia is Section 36-105b. The Arlington County Board, through a Board action, can authorize the collection of fees.

In the Inspection Services Division, the functions that enforce the USBC are permit administration, plan review, and construction code inspections. Enforcement includes all work performed in these functions and associated work such as reporting; complaint handling; consultation; records management; information requests; legislative support; contract administration; and all other tasks related to supporting the operations and enforcing the USBC.

In the Zoning Division, the functions that enforce the USBC are: (insert when analysis is completed). The Code of Virginia (Section 15.2-2286) provides the authority for the collection of Zoning fees. Section 15.1.5 of the Arlington County Zoning Ordinance authorizes the County Board to adopt a schedule of fees and to charge fees.

Approach

The Inspection Services and Zoning Divisions do not receive an appropriation from the General Fund through tax revenue. The Divisions, therefore, must recover the full cost of their annual operations by collecting fees. Only residents, businesses, developers and other customers that use the Divisions' services are charged a fee.

A comprehensive review of all actual and projected expenditures will be completed every two years, in order to determine the need to increase or decrease all or a subset of fees or to establish a new fee.

In addition, fee revenue must cover the cost of all investments in technology to improve operations; the cost of the application of an indirect services rate determined by the Department of Management and Finance (DMF); and increases to the cost of providing services in the form of a Consumer Price Index (CPI).

- **Technology Fee** – A technology fee will be charged at a level commensurate to the cost of technology investments in software; hardware; hosting services; computer peripherals; annual support and maintenance of software; technology staffing and other related technology costs. A technology fee is charged for both ISD and Zoning.

A review of day-to-day technology expenses and future investments will be completed every two years, in order to project the need to decrease or increase the fee.

- **Indirect Services Fee** – A fee will be charged to pay for the full cost of the application of an indirect cost rate as determined by DMF. The fee is currently applied only to ISD permits. The methodology and the indirect cost rate that is used will be reviewed every two years. The review will also include determining the need to establish an indirect cost fee for Zoning and at what rate, in order to ensure the sustainability of the Fund.

- CPI – An across-the-board CPI may be charged on all fees to recover the increased costs associated with the delivery of services. DMF determines the rate and type of CPI to use based on industry standards. DMF, in partnership with CPHD, will review the need for CPI every two years.

The Fund must maintain a contingent reserve and a capital reserve:

- Contingent Reserve – A contingent reserve will be established as a percentage of the Fund’s total operating budget based on the fiscal year. The reserve may be used to address emergencies and unexpected declines in revenue only after authorization from the County Board. The amount is equivalent to three to four months of annual operating expenses, unless amended, which is the equivalent to approximately 30% of the Fund’s total operating budget based on the fiscal year.

A review will be completed every two years (in conjunction with the comprehensive review of ISD and Zoning fees), in order to determine the appropriate contingent level.

- Capital Reserve – The purpose of a capital reserve is to pay for planned and unanticipated needs that exceed the amount available in the annual operating budgets of ISD and Zoning. The amount in the reserve is simply based on what monies remain after operating expenses and a contingent reserve and is shown in the annual Fund Statement. There is currently no set amount or percentage the capital reserve must maintain.

ATTACHMENT B
PERMIT ARLINGTON

Permit Arlington is an enterprise-wide initiative to improve land development, building and permitting processes, in order to make it easier to do business with the County. The project is a collaboration of three County Departments and executive leadership in the County Manager's Office, to include:

- The Department of Community Planning, Housing and Development (CPHD)
 - Inspection Services Division
 - Zoning Division
 - Planning Division

- The Department of Environmental Services (DES)
 - Transportation and Development Services Division
 - Water, Sewer and Streets

- The Department of Human Services (DHS)
 - Environmental Health

Two of the primary outcomes are a new online permitting system and a centralized space for in-person customer visits. Both the physical and virtual spaces aim to achieve a transformative, "one-stop" customer experience.

The specific project goals are to:

- Streamline business processes
- Enhance technology and communication tools
- Deliver excellent customer service
- Increase transparency and accountability

Permit Arlington will be completed in two phases. Phase One is anticipated to go live in fall 2019 and will include approximately 35 record types in the new permitting system. It will include on-line submission; review and payment of select plan and permit types, including development projects and small business applications (site plans and use permits); civil engineering plans; and zoning determinations, among other record types. The second phase will include an estimated 45 record types in the new permitting system; it is anticipated to go-live in 2020, along with a fully realized (physical and virtual) customer service center.

ATTACHMENT C: Inspection Services (ISD) Fees

July 2021

Building Permit Fees	
Description	Fee
Minimum Permit and Application	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$62.00
All other buildings and or structures	\$235.00
Residential Swimming Pools Permit	
New Inground	\$0.15 per square foot of water surface area
New Construction	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$0.53 per gross sq. ft. of total floor area
All other buildings or structures	\$0.81 per gross sq. ft. of total floor area or the minimum permit fee (\$235.00) whichever is greater.
Additions	
One and Two family detached and attached buildings	\$0.53 per gross sq. ft. of total floor area
All other buildings and or structures	\$0.81 per gross sq. ft. of total floor area or the minimum permit fee (\$235.00) whichever is greater.
Alterations	
One & two family detached dwellings and townhouses not more than 3 stories above grade (including but not limited to waterproofing)	\$0.19 per sq. ft. or linear foot
All other buildings and or structures (including tenant layouts)	\$0.58 per gross sq. ft. of total floor area or the minimum permit fee (\$235.00) whichever is greater.
Repairs	
One & two family detached dwellings and townhouses not more than 3 stories above grade (including but not limited to re-roofing)	\$0.19 per sq. ft. or linear foot
All other buildings and or structures (including tenant layouts)	Contract cost of the repair multiplied by 0.011

Re-Roofing	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$0.19 per sq. ft. or linear foot
All other buildings and or structures	Minimum fee of \$235.00 for every 10,000 sq. ft. or fraction thereof.
Fence/Walls requiring a permit by the Building Code	
One & two family detached dwellings and townhouses not more than 3 stories above grade (construction or replacement)	\$0.19 per sq. ft. or linear foot
All other buildings (construction or replacement)	\$0.58 per linear. ft. or the minimum permit fee (\$235.00) whichever is greater.
Towers and Structures not Defined as a building	
Commercial buildings (construction or replacement)	\$0.58 per gross sq. ft. or the minimum permit fee (\$235.00) whichever is greater.
Plan Revisions to approved construction drawings	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$0.10 per sq. ft. of area affected by revision or the minimum permit fee (\$63.00) whichever is greater.
Other buildings	\$0.11 per sq. ft. of area affected by revision or the minimum permit fee (\$235.00) whichever is greater.
Commercial interior alteration	\$58.00 per discipline or the minimum permit fee (\$235.00) whichever is greater.
Removal of Building to New Location	
Building or Structure	\$0.58 per gross sq. ft. of total floor area or 0.011 of the contract whichever is lower
Demolition	
Building or Structure	\$223.00
Interior demolition that does not involve any changes to structural or fire-rated assemblies	\$223 per floor
Special Locking System	
Per door	\$54.00
Antennas and Awnings	
Each	\$109.00
Signs	
For a permit for the erection of a sign	See Section 13 of Arlington County's Zoning Ordinance

Code Modifications and Appeals Fee	
Description	Fee
Code Modifications	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$58.00
All other buildings and or structures	\$235.00
Building Code Appeal	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$114.00
All other buildings and structures	\$452.00

Electrical Permit Fees	
Description	Fee
Minimum Permit Fee	
NOTE: This does not apply to permits for the installation of a single circuit and fixed appliances not exceeding 20 amperes in existing single-family homes, townhouses or dwelling units in multifamily buildings.	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$62.00
All other Buildings	\$89.00
Circuits	
Each Circuit	\$7.40 + base fee of \$58.00
Fixtures and Receptacle Outlets	
Each 4, or part of 4, for any portion of a total not producing a whole number when divided by 10 (devices, receptacles and switch outlets)	\$9.50 + base fee (\$58.00)
Receptacle Outlets Greater than 20 amperes	\$25.00 per outlet
Electric Signs	
Outdoor	\$89.00 for each single unit
Indoor	\$71.00 for each single unit
Service Equipment	
First 500 amperes	\$89.00 (original installation or replacement)
501 – 1600 amperes	\$205.00 (original installation or replacement)
1601 – 3000 amperes	\$292.00 (original installation or replacement)
Over 3000 amperes	\$409.00 (original installation or replacement)
Temporary Power (TPF) prior to final approval	\$58.00 (original installation or replacement)
Meters (including sub-meters for all new residential and commercial construction)	\$25.00 each
Sub-panels	\$24.00 each
Commercial site lighting, pole lights, landscape lighting, etc.	\$25.00 each

Fixed Appliances	
Note: Fixed appliances include dishwashers, disposals, dryers, water heaters, ranges, gas burners, air handlers, humidifiers, electronic filters, attic fans, paddle fans, kitchen and bathroom fans, post and flood lights.	
First appliance (all hard wired fixed appliances, separate or combined circuits, excluding space heating devices)	\$25.00
Each additional (not including circuits)	\$13.00
Heating (Residential)	
Each kw (not including circuit)	\$6.40
Central air conditioners (not including circuits)	\$25.00 each
Heating (Commercial)	
Each kw (not including circuit)	\$7.40
All hard-wired commercial cooking units, industrial ovens, appliances, etc. (not including circuits)	\$25.00 per unit
Transformers	
1 kva – 50 kva	\$48.00
Over 50 5va	\$81.00
Motors	
¼ hp – 5hp	\$16.00
6 hp – 25hp	\$23.00
26 hp – 50hp	\$30.00
51hp – 75hp	\$58.00
Over 75 hp	\$89.00
Generators	
Up to 50kw	\$89.00
Over 50 kw	\$121.00
Low Voltage	
Wiring	\$89.00 per floor
Modular Housing Units Electrical	
Inspection (not including temporary power, unfinished basements and service)	\$175.00
Swimming Pools	
Bonding, wiring and motors	\$118.00

Electrical Temporary Permit Fees	
Description	Fee
Temporary Installations	
60 – 100 amperes service	\$89.00
101 – 600 amperes service	\$94.00
Over 600 amperes service	\$140.00

Elevator Permit Fees	
Description	Fee
Installation and Repair Permit	
Elevator, Escalator, dumbwaiter or material/personnel lift	Contract Cost of installation x \$0.011 (applicant must submit, evidence of contract value)
Periodic Inspections	
Passenger or Freight base fee	292
Passenger or Freight additional fee	\$14.00 per floor
Escalator	\$292.00 each
Dumbwaiter	\$35.00 each
Temporary Certificate (valid for 6 months)	\$351.00 for each elevator

Fire Alarm Permit Fees	
Description	Fee
Replacing or setting devices	\$175.00
Actuating Devices	
Pull Station, gong, bell, flashing light, flow switch, tamper switch, smoke detector, heat detector, door lock etc.	\$7.40 each
Fire Alarm panel, First plan Review	
Gross floor area of up to 5000 square feet	\$292.00
Floor area of 5001-10000 square feet	\$564.00
Floor area of 10,001-20000 square feet	\$874.00
Floor area of over 20000 square feet	\$1,166.00
Subsequent Plan Reviews	
Gross floor area of up to 5000 square feet	\$235.00 – each additional review
Floor area of 5001-10000 square feet	\$464.00 – each additional review
Floor area of 10,001-20000 square feet	\$700.00 – each additional review
Floor area of over 20000 square feet	\$933.00 – each additional review

Fire Sprinkler	
Description	Fee
Install, extend, redesign, modify or alter any sprinkler system	\$175.00
Sprinkler Heads	
Each 25 heads or fraction thereof	\$82.00

Reviews	
Standpipe	\$83.00 each plus \$18.00 per floor served
Fire pump	\$373.00 each
Plan Review Beyond the Second Review	
Gross floor area of up to 5000 square feet	\$235.00 each additional resubmittal or redesign
Floor area of 5001-10000 square feet	\$466.00 each additional resubmittal or redesign
Floor area of 10,001-20000 square feet	\$700.00 each additional resubmittal or redesign
Floor area of over 20000 square feet	\$933.00 each additional resubmittal or redesign
Reinspections	
Due to failure of a fire protection system to operate in a satisfactory manner.	\$175.00
Gas-Fire Suppression System	
Installation up to contract cost of \$5,000.00	\$409.00
Installation over contract cost of \$5,000.00	\$816.00
Range Hood Suppression System	
Each system	\$292.00

Gas Permit Fees	
Description	Fee
Additions, remodeling, replacing, relocating or resetting gas appliances	\$57.00
Appliances	
Gas Appliances	\$23.00 each plus base fee (\$57.00)
Set Gas Fees	
Extending or relocating gas line or pipe	\$36.00
Automatic gas valve (commercial range hood)	\$71.00
Emergency generator	\$71.00
Modular Housing Unit	\$175.00
Installations Not Listed	
Any installation that is not listed	\$83.00 each

Mechanical Permit Fees	
Description	Fee
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$62.00
All Other buildings	\$89.00

Base Permit Fee	
One & two family detached dwelling and townhouses not more than 3 stories above (alteration, replacement and repaired equipment)	\$57.00
All Other buildings (Applicant shall submit with permit application evidence of the contract value and equipment value).	\$2.0% of the cost difference between the contract value and the value of the equipment listed.
New Construction	
One & two family detached dwellings and townhouses not more than 3 stories above grade and townhouses less than 4 stories	\$175.00 for the first HVAC system
One & two family detached dwellings and townhouses not more than 3 stories above grade and townhouses less than 4 stories	\$58.00 each
Additional HVAC Systems	
Heating Equipment	
<i>NOTE: includes but is not limited to heat pump auxiliary heat, heating capacity of packaged units, duct heaters, VAV Box heating elements, gas-fired fireplaces etc.</i>	
One & two family detached dwellings and townhouses not more than 3 stories above grade (alteration, replacement and repaired equipment)	\$25.00 each 100 MBH or fraction thereof
All Other buildings (new, altered, replacement and repaired equipment)	\$25.00 each 100 MBH or fraction thereof
Cooling Equipment	
<i>NOTE: includes but is not limited to cooling capacity of heat pump, packaged units, cooling boxes, cooling equipment with compressors, etc.</i>	
One & two family detached dwellings and townhouses not more than 3 stories above grade (alteration, replacement and repaired equipment)	\$25.00 for each five tons of capacity or fraction
All Other buildings (new, altered, replacement and repaired equipment)	\$25.00 for each five tons' capacity or fraction
Fuel Tanks	
One & two family detached dwellings and townhouses not more than 3 stories above grade (alteration, replacement and repaired equipment)	\$48.00 for each 500 water gallons or fraction
All Other buildings (new, altered, replacement and repaired equipment)	\$48.00 for each 500 water gallons or fraction

Expansion Tanks	
One & two family detached dwellings and townhouses not more than 3 stories above grade (alteration, replacement and repaired equipment)	\$48.00 each 50 water gallons or fraction
All Other buildings (new, altered, replacement and repaired equipment)	\$48.00 each 50 water gallons or fraction
Pre-fabricated Fireplaces (includes wood stoves)	
One & two family detached dwellings and townhouses not more than 3 stories above grade (alteration, replacement and repaired equipment)	\$30.00
All Other buildings (new, altered, replacement and repaired equipment)	\$30.00
Pre-fabricated Chimney	
One & two family detached dwellings and townhouses not more than 3 stories above grade (alteration, replacement and repaired equipment)	\$14.00
All Other buildings (new, altered, replacement and repaired equipment)	\$14.00

Non Permit Fees	
Description	Fee
Code Modifications	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$58.00
All other buildings and or structures	\$235.00
Building Code Appeal	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$114.00
All other buildings and structures	\$452.00
Capacity Certificate	
Issuance	\$54.00 each
Work Without a Permit	
Per Occurrence	\$118 in addition to other fees

Inspection Services Division (ISD) Overtime Fees	
Description	Fee
Re-Inspection fee after the first or subsequent disapproval	\$71.00
Overtime Inspection fee	\$118 – for 2-hour minimum. \$58 - each additional hour/per hour/per inspector

Plumbing Permit Fees	
Description	Fee
Per address, per permit for new work, additions, remodeling, replacing or setting fixtures and appliances	\$57.00
Minimum Fee	
One & two family detached dwellings and townhouses not more than 3 stories above grade	\$62.00
All other buildings	\$89.00
Fixture, Drain or Appliance	
Plumbing fixture, drains and appliances	\$25.00 each plus base fee (\$57.00)
Set Plumbing Fees	
Building sewer and tap	\$71.00
Building sewer; repair, relocate and lower	\$71.00
Sewage ejector or sump pump (residential & commercial)	\$71.00 each
Building drains and vent (commercial); extend or relocate	\$36.00
Sewer Cap-off	\$53.00
Storm manhole	\$53.00
Water Services; new, replace, repair	\$71.00
Fire Service	\$83.00
Water Pipes	
Inside; new or replacement per dwelling unit in multi-residential of (3) or more units or per toilet room in non-residential buildings	\$35.00
Inside; new or replacement per toilet room, bath or kitchen for single family, duplex, or town house less than 4 stories	\$19.00
Solar heating system	No Charge

ATTACHMENT D: Zoning Division Fees

July 2021

Administrative Permit Fees	
Description	Fee
Administrative Permits	
Home Occupation Permit	\$50
Accessory Homestay Permit	\$66 (annually)
Dance Hall Permits	\$600 (annually)
Sign Permit	\$117 < 100 s.f. ; \$250 for 100 s.f. to 500 s.f.; \$500 for 500 s.f. to 1,500 s.f.; \$1,250 > 1,500 s.f.
Bar Sink Affidavit	\$32
Landscape Plan Approval	\$590 (plus \$318 DES fee)

Zoning Verifications & Requests	
Description	Fee
Zoning Compliance Letter	\$354
Zoning Administrator Determination	\$354
Buildability Determination	\$354
	\$59 (submitted with full chain of title)
Determination Letter	\$354
Zoning Letter to the VA Dept. of Motor Vehicles (DMV)	\$590
Special Agreement Letter	\$2,354
Replacement Certificate of Occupancy	\$32
Zoning Ordinance	\$12
	\$16 (with section tabs)

Telecommunications Permits	
2316 Administrative Review-Eligible Projects	
Description	Fee
Small Cell Wireless Facilities	\$100 each for first five (5) facilities \$50 for each additional
New Structures up to 50 ft. above ground	\$500
Co-Location of wireless facilities on existing structures	\$500

Building Permit Zoning Fees	
Description	Fee
New Construction	
New Single-Family, Town Houses, Duplexes	\$590 per dwelling unit
By-right Development, including Apartments, Retail & Offices	\$238 plus \$120 per 10,000 sq. ft. gross floor area or fraction thereof
All Site Plan Projects	\$590 plus \$120 per 5,000 sq. ft. gross floor area or fraction thereof
New Parking Structures & Lots	\$238 plus \$120 per 5,000 sq. ft. gross floor area or fraction thereof
Revisions to approved plans	\$59 for by-right projects \$238 for site plan projects

Modifications to Existing Structures	
Exterior Additions: Single-Family, Town House, Two-family	\$120
Exterior Mechanical Equipment	\$59
Exterior Alterations: All Other	\$354
Interior Alterations: Single-Family Dwellings, Town House, Two-family	\$120
Interior Alterations: All Other	\$177 per 10,000 sq. ft. gross floor area or part thereof
Other Types of Building Permits	
Footing & Foundation, & Excavation	\$59 for by-right projects \$120 for single-family site plan projects \$1,177 for all others
Retaining Walls	\$59
Detached Garages & Accessory Structures	\$59
Demolition Plans	\$120 for by-right projects \$1,177 for site plan projects
Swimming Pools	\$59
Temporary Structures (e.g. Fireworks Stands), satellite dish antennae	\$89
Decks and fences	\$59
Driveways and On-grade Patios	\$59
Uses not elsewhere specified	\$59
Request for sink letter	\$32
Accessory Dwelling	\$146 plus DES fee of \$311 if parking survey is required
Family or Caregiver Suite	\$34

Certificate of Occupancy (CO) Fees	
Description	Fee
Shell and Core Certificate of Occupancy for elevator buildings	
For new elevator buildings and multifamily residential buildings (with elevators) converting to condominiums or a cooperative, no master certificate of occupancy or partial certificate of occupancy can be issued until a certificate of occupancy for shell and core is obtained.	
Apartments, Hotels, Office and/or Commercial Buildings up to 150,000 sq. ft. of GFA	\$2,354
Apartments, Hotels, Office and/or Commercial Buildings greater than 150,000 sq. ft. of GFA	\$2,943
Re-Inspection Fee	\$177
Partial Certificate of Occupancy	
Partial certificates of occupancy may be issued for multifamily residential buildings, hotels, and individual tenants/floor(s) of commercial, office, or industrial buildings. Partial certificates of occupancy may be issued for new tenants or changes in business for existing commercial, office, or industrial space. For mixed-use buildings fees are calculated based on the proposed use of the floor area.	
Commercial and/or Office Buildings	Up to 150 sq. ft. of GFA (kiosk or desk space): \$238 150 sq. ft. to 2,000 sq. ft. of GFA: \$354 Greater than 2,000 sq. ft. of GFA: \$590 per 10,000 sq. ft. of GFA or fraction thereof
Multifamily Residential Buildings and/or Hotels	\$473 plus \$25 per unit
Townhouse Buildings	\$296 plus \$25 per unit

Master Certificate of Occupancy	
Master certificates of occupancy are issued for an entire building and site work. County Board approved special exception site plan developments are typically required to obtain a master certificate of occupancy. Condominium and cooperative conversions also require a master certificate of occupancy.	
New Apartments, Hotels, Office and/or Commercial Buildings	\$2,354 plus \$19 per unit
New Boarding Houses, Rooming Houses, or Tourist Homes	\$590 plus \$19 per unit
New One- and Two-Family Residential Dwellings	\$296
New Townhouse Developments (and site work)	\$1,177
Change in Ownership for Office and/or Commercial Buildings	\$1,177
Change in Ownership for Apartments and/or Hotels	\$1,177 plus \$25 per unit
Condominium or Cooperative Conversions	\$1,177 plus \$25 per unit
Re-Inspection Fee	\$177
Other Certificates of Occupancy	
For buildings and/or uses not otherwise specified (including temporary or short-term uses), typically a flat fee is assessed.	
Parking Structures associated with Apartments, Hotels, Office and/or Commercial Buildings	\$590 plus \$60 per 5,000 sq. ft.
Parking Structures not associated with another use	\$120 per 5,000 sq. ft.
Parking Lots	\$238
Swimming Pools	\$238
Family Day Care Home for up to 9 children	\$32
Vehicle Sales, Leasing, and/or Rental Uses	\$1,177
Accessory Dwelling Units	\$224
Temporary or Short-Term Uses	\$238
Uses not specified elsewhere	\$238
Re-Inspection Fee	\$177

Columbia Pike Form-Based Code Fees	
Description	Fee
Columbia Pike Form-Based Code Use Permit	
The base fee does not include the fees assessed for landscape plan and/or final facade plan review and approval.	
Commercial Centers Form-Based Code	Zoning Fee: \$1.40 per sq. ft. of GFA for entire building not to exceed \$6,355 DES Fee: \$1,517
Neighborhoods Form-Based Code	Zoning Fee: \$1.40 per sq. ft. of GFA for entire building not to exceed \$6,355 DES Fee: \$1,517
Landscape Plan Review	Zoning Fee: \$590 DES Fee: \$318
Final Facade Plan Review	Zoning Fee: \$590 DES Fee: n/a

Administrative Amendments	
The Zoning Administrator can amend certain administrative plans, and in some instances, components and/or conditions to Columbia Pike Form-Based Code use permits.	
Administrative Change Request(s)	Zoning Fee: \$642 (\$1,178 for multiple requests) DES Fee: \$288
Landscape Plan Amendment	Zoning Fee: \$59 DES Fee: \$16
Facade Plan Amendment	Zoning Fee: \$708 DES Fee: n/a

County Board Use Permit Fees	
Description	Fee
Use Permits (General)	
Unless specified, most use permits are classified into three types. Type I use permits are for commercial and noncommercial conditional uses not specified elsewhere. Type II use permits are for live entertainment or food delivery services. Type III use permits are for commercial conditional uses which entail substantial alterations to the structures and/or site including the construction of new buildings and/or structures (also includes all drive-through uses and vehicle service establishments).	
Type I — commercial & noncommercial conditional uses	Zoning Fee: \$1,920 DES Fee: n/a
Type II — live entertainment or food delivery services	Zoning Fee: \$1,264 DES Fee: n/a
Type III — commercial conditional uses involving alterations and/or new construction (drive-through use and vehicle service establishments)	Zoning Fee: \$8,942 DES Fee: \$2,181
Use Permits for Schools and Child Care	
These fees apply to use permits for both public and private nursery, kindergarten, elementary, secondary, and high schools, as well as childcare centers and residential family day care homes. These fees are not applicable to colleges, universities, vocational or trade schools.	
Family Day Care Homes	Zoning Fee: \$131 DES Fee: n/a
Schools and Child Care Centers with enrollment up to 100 students	Zoning Fee: \$150 DES Fee: \$38
Schools and Child Care Center with enrollment exceeding 100 students but less than 250 students	Zoning Fee: \$354 DES Fee: \$87
Use Permits for Unified Developments	
These fee applies to use permits for Unified Residential Developments (URD) — including pipe-stem lot subdivision — as described in ACZO §10.1, and Unified Commercial/Mixed Use Developments (UCMUD) as described in ACZO §10.2.	
Unified Residential Development (URD)	Zoning Fee: \$2,589 plus \$8 per dwelling unit DES Fee: \$1,517
Unified Commercial/Mixed Use Development (UCMUD)	Zoning Fee: \$1.40 per sq. ft. (total fee not to exceed \$6,355) DES Fee: \$1,517
Use Permits for modifications to nonconforming apartments in Voluntary Coordinated Housing Preservation and Development Districts (VCHPDD)	
Voluntary Coordinated Housing Preservation and Development Districts (VCHPDD)	Zoning Fee: \$1,920 DES Fee: \$1,873

Use Permits for Open-Air Markets or secondary use of private parking areas of lodges or religious institutions

These fees are applicable to open-air markets as described in ACZO §12.5.17 or for the secondary off-site use of the private parking areas of religious institutions or lodges per ACZO §14.3.3.G.2(c).

Open-Air Markets or Off-Site Parking at Lodges/Religious Institutions	Zoning Fee: \$326 DES Fee: \$318
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Use Permit Amendments

Requested changes and/or amendments to an approved use permit must be granted by the County Board, pursuant to filing for a use permit amendment application.

Type I & Type II Use Permits; School, Child Care Center & Family Day Care Home Use Permits	Zoning Fee: 50% of original filing fee DES Fee: 50% of original filing fee
Type III Use Permits	Zoning Fee: 100% of original filing fee DES Fee: 100% of original filing fee

Rezoning Requests Fees

Description	Fee
Rezoning to: "R" Districts	
SITE AREA 25,000 SQ. FT OR LESS	Zoning Fee: \$4,507 DES Fee: \$1,148
SITE AREA MORE THAN 25,000 SQ. FT	Zoning Fee: \$5,982 DES Fee: \$2,297
Rezoning to: "RA" Districts	
SITE AREA 25,000 SQ. FT OR LESS	Zoning Fee: \$4,507 DES Fee: \$1,148
SITE AREA MORE THAN 25,000 SQ. FT	Zoning Fee: \$7,460 DES Fee: \$3,444
Rezoning to: "RA-H", "R-C", "RA-H-3.2", "RA4.8"	
SITE AREA 25,000 SQ. FT OR LESS	Zoning Fee: \$10,238 DES Fee: \$3,444
SITE AREA MORE THAN 25,000 SQ. FT	Zoning Fee: \$15,347 DES Fee: \$5,760
Rezoning to: "S", "C", "M", "CP-FBC", "MU-VS" Districts	
SITE AREA 25,000 SQ. FT OR LESS	Zoning Fee: \$7,460 DES Fee: \$3,444
SITE AREA MORE THAN 25,000 SQ. FT	Zoning Fee: \$10,413 DES Fee: \$5,740
Rezoning to: "C-O" Districts	
SITE AREA 25,000 SQ. FT OR LESS	Zoning Fee: \$15,347 DES Fee: \$5,740
SITE AREA MORE THAN 25,000 SQ. FT	Zoning Fee: \$14,347 DES Fee: \$5,740

Additional Rezoning Fees

Description	Fee
Rezonings Advertised at Applicant's Request on the County Board's Own Motion	Zoning Fee: \$7,460 plus the above fee DES Fee: \$2,297

Site Plan Application Fees	
Description	Fee
Phased Development Site Plans (PDSP)	
Phased Development Site Plans are general land use plans for sites of 20 acres or more, as described in Administrative Regulation 4.1.	
Phased Development Site Plans (PDSP)	Zoning Fee: \$21,599 plus \$131 per acre DES Fee: \$21,103 plus \$128 per acre.
Crystal City Block Plans (CCBP)	
Crystal City Block Plans are permitted on sites that are in the C-O-Crystal City, Mixed Use Crystal City District.	
Crystal City Block Plans (CCBP)	Zoning Fee: \$10,799 DES Fee: \$10,536
Final Site Plans	
County Board approved site plans for new developments or projects within an approved PDSP or CCBP.	
Site Plans in "R" or "RA" zoning districts with 25 units or less	Zoning Fee: \$3,201 plus \$120 per dwelling unit plus \$29 per 100 sq. ft. of office/commercial space DES Fee: \$1,148 plus \$58 per unit plus \$13 per 100 sq. ft. office/commercial space
Site Plans in the "C-2" zoning district or "Voluntary Coordinated Housing Preservation and Development Districts (VCHPDD)"	Zoning Fee: \$3,201 plus \$120 per dwelling unit plus \$29 per 100 sq. ft. of office/commercial space DES Fee: \$1,148 plus \$58 per unit plus \$13 per 100 sq. ft. office/commercial space
All other Site Plans	Zoning Fee: \$10,238 plus \$29 per 100 sq. ft. of office/commercial space plus \$120 per dwelling and/or hotel unit DES Fee: \$4,592 plus \$13 per 100 sq. ft. office/commercial plus \$59 per dwelling and/or hotel unit
Resubmittal	
The first submission of revisions to a site plan filing are included with the initial filing fees. Any revisions beyond the first are assessed a resubmittal fee.	
Resubmittal	Zoning Fee: \$590 plus \$14 per 1,000 sq. ft. of nonresidential space plus \$14 per dwelling and/or hotel unit DES Fee: \$289 plus \$8 per 1,000 sq. ft. of nonresidential space plus \$8 per dwelling and/or hotel unit

Site Plan Amendment Fee	
Description	Fee
Major Site Plan Amendments	
Site plan amendments meeting the criteria in ACZO §15.5.3.A are major amendments. Major site plan amendment applications are subject to the submittal requirements in Administrative Regulation 4.1.	
Site Plans in "R" or "RA" zoning districts with 25 units or less	Zoning Fee: \$3,201 plus \$120 per dwelling unit plus \$29 per 100 sq. ft. of office/commercial space DES Fee: \$1,148 plus \$58 per unit plus \$13 per 100 sq. ft. office/commercial space
Site Plans in the "C-2" zoning district or "Voluntary Coordinated Housing Preservation and Development Districts (VCHPDD)"	Zoning Fee: \$3,201 plus \$120 per dwelling unit plus \$29 per 100 sq. ft. of office/commercial space DES Fee: \$1,148 plus \$58 per unit plus \$13 per 100 sq. ft. office/commercial space
All other Site Plans	Zoning Fee: \$10,238 plus \$29 per 100 sq. ft. of office/commercial space plus \$120 per dwelling and/or hotel unit DES Fee: \$4,592 plus \$13 per 100 sq. ft. office/commercial plus \$59 per dwelling and/or hotel unit

Minor Site Plan Amendments	
Site plan amendments meeting the criteria in ACZO §15.5.3.B are minor amendments. Minor site plan amendment applications are subject to the submittal requirements for County Board use permits.	
All Site Plans	Zoning Fee: \$2,566 plus \$120 per dwelling and/or hotel unit plus \$29 per 100 sq. ft. of office/commercial space DES Fee: \$1,148 plus \$58 per dwelling and/or hotel unit plus \$13 per 100 sq. ft. office/commercial space
Crystal City Block Plans	
Amendments to approved Crystal City Block Plans (CCBPs) are subject to the submittal requirements in Administrative Regulation 4.1.	
Crystal City Block Plans	Zoning Fee: \$5,399 DES Fee: \$5,267
Resubmittal	
The first submission of revisions to a site plan filing are included with the initial filing fees. Any revisions beyond the first are assessed a resubmittal fee.	
Resubmittal	Zoning Fee: \$590 plus \$14 per 1,000 sq. ft. of nonresidential space plus \$14 per dwelling and/or hotel unit DES Fee: \$289 plus \$8 per 1,000 sq. ft. of nonresidential space plus \$8 per dwelling and/or hotel unit
Site Plan Administrative Amendments	
Changes to approved site plans that are not classified as either major or minor amendments, according to Arlington County Zoning Ordinance (ACZO) §15.5.3, can be administratively approved by the Zoning Administrator. Likewise, the Zoning Administrator can approve minor modifications to County Board approved use permits, per ACZO §15.4.7. Administrative approval is also required for certain plans required by approved site plan conditions, such as landscape or facade plans.	
Site Plan Administrative Amendments	There is a 10% Automation Enhancement Fee assessed on all Zoning fees. Dept. of Environmental Services (DES) fees are not subject to this Automation Fee.
Administrative Plan Approval	
Certain plans require Zoning review and approval to confirm compliance with approved site plans and/or use permits.	
Final 4.1 Plan Review	Zoning Fee: \$1,285 plus \$120 per dwelling unit and/or hotel unit plus \$29 per 100 sq. ft. of office/commercial space DES Fee: \$696 plus \$58 per dwelling unit and/or hotel unit plus \$13 per 100 sq. ft. of office/commercial space
Landscape Plan Review for Townhouse, Residential Cluster developments, Unified Residential Developments (URD), or Unified Commercial/Mixed Use Developments (UCMUD)	Zoning Fee: \$326 DES Fee: \$318
Landscape Plan Review for all other development types	Zoning Fee: \$590 DES Fee: \$318
Final Facade Plan Review	Zoning Fee: \$590 DES Fee: n/a
Comprehensive Sign Plan Review	Zoning Fee: \$1,920 DES Fee: n/a

Administrative Amendments

The Zoning Administrator can amend certain administrative plans, and in some instances, components and/or conditions to County Board approved site plans or use permits. Fees are assessed dependent on the type of requested change.

Administrative Change Request (General)	Zoning Fee: \$642 per zoning ordinance subsection DES Fee: n/a
Landscape Plan Amendment for Townhouse, Residential Cluster developments, Unified Residential Developments (URD), or Unified Commercial/Mixed Use Developments (UCMUD)	Zoning Fee: \$59 DES Fee: \$16
Landscape Plan Amendment for all other development types	Zoning Fee: \$707 DES Fee: \$173
Comprehensive Sign Plan Amendment	Zoning Fee: based on the total sign area being amended DES Fee: n/a
Nonconforming Sign Change (per ACZO §13.18.3)	Zoning Fee: \$128 DES Fee: n/a
Facade Plan Amendment	Zoning Fee: \$707 DES Fee: n/a
Parking Plan Amendment	Zoning Fee: \$707 DES Fee: \$173
Tenant Change or GFA Conversion	Zoning Fee: \$120 DES Fee: n/a
Outdoor Seating	Zoning Fee: \$296 DES Fee: \$73
Temporary or Interim Uses within Approved Site Plans	Zoning Fee: \$707 DES Fee: n/a
All Other Administrative Changes (including multiple requested changes)	Zoning Fee: \$1,177 DES Fee: \$288

Subdivision Plat Review Fees (Zoning)

The Subdivision and Bond Administration manages the subdivision review and approval process, in accordance with federal, state, and County subdivision regulations. Zoning Division review fees for subdivision plats are charged together with fees assessed by the Subdivision and Bond Administration.

Description	Fee
Subdivision Plat	base fee of \$162, plus \$88 per lot
Residential and Commercial Condominium Plats	\$162 for 9 or less units; \$321 for 10 or more units

Variance and BZA Use Permit Fees

Description	Fee
Variations	
Variations are granted to provide relief from the zoning requirements regulating placement, bulk, height, and coverage of buildings and structures. Variations are also granted to allow construction on lots which do not conform to the minimum dimensional standards for the zoning district.	
Variance Fee	\$3,608 plus \$722 for each additional subsection
New Building Location Error Variance Fee	\$4,355 (not applicable to fence or accessory structure placement)
Non-profit Organizations Variance Fee	\$301
Non-profit Institutional Uses Variance Fee	\$301

BZA Use Permits	
BZA use permits allow modification of placement requirements (i.e. street or lot line setbacks) for single-family dwellings that are zoned R-20, R-10, R-8, R-6, R-5, or R2-7. Relief from height limits, lot coverage, and/or building footprint requirements cannot be granted under a BZA use permit, but instead must be obtained through a variance.	
Use Permit Fee to modify existing one-family dwellings	\$368 plus \$75 for each additional subsection
Use Permit Fee for new one-family dwellings	\$2,896 plus \$579 per additional subsection
Appeals	
Appeals to the administrative decisions, determinations, and written orders of the Zoning Administrator pursuant to the zoning ordinance are heard and decided by the BZA. Per Code of Virginia §15.2-2311, any appeal must be filed within 30 days of the issuance of such decision.	
Appeal Filing Fee	\$590

Zoning Fee Refunds		
Application or Permit Type	Condition	Refund Percentage
Site Plan	Request within 90 days of application	50%
Site Plan Amendment	Request prior to any public meeting of planning commission or committee	
Use Permit (excluding new construction)	Request prior to publication of notice of public hearing	50%
Use Permit (new construction)	Request within 30 days of application	50%
Form Based Code (administratively reviewed)	Request prior to start of staff review	
Board of Zoning Appeals (BZA) Use Permits Variance Applications		
Administrative Change All other permit application not referenced in ACZO §15.1.5	Request prior to start of staff review	Up to 75%

ATTACHMENT E: Department of Environmental Services Fees

July 2021

Transportation Right-of-Way Fees	
Description	Fee
Moving houses or oversized vehicles or equipment	
NOTE: For vehicles or equipment whose gross weight exceeds ninety thousand (90,000) pounds, prior written approval from the County Manager or his designee is required before a permit will be issued.	
- Per one-way trip	\$44.00
- Plus the actual cost of County staff time to review the plans and to adjust, move or relocate County facilities as determined by staff	
Parking construction equipment on County streets	
The fee for parking construction equipment, trailers, dumpsters, construction worker buses or loading equipment on County streets or within County rights-of-way, where no parking meters exist, is as follows:	
- One (1) day	44.00
- Each additional day or portion thereof	\$4.40
Additional fee for loss of parking meter revenue	
- For each parking meter with a time limit of four (4) hours or less, fee per day or any portion thereof	16.60
- For each parking meter with a time limit of more than four (4) hours – fee per day, or any portion thereof	\$12.20
- Additional fee for removal of meters, per parking meter	\$55.35
Additional fee for use of right-of-way, other than metered parking on a Major or Minor Arterial Street right-of-way	
- Per linear foot per lane, per day or portion thereof	\$0.67
For non-arterial streets within or adjacent to the following General Land Use Plan land use categories: Residential Medium, Residential High-Medium, Residential High, Service Commercial, General Commercial, Service Industry, Government and Community Facilities, all Office-Apartment-Hotel categories and all Mixed-Use categories	
- Per linear foot per lane, per day or portion thereof	\$0.39
For all other streets rights-of-way	
- Per linear foot per lane, per day or portion thereof	\$0.12
Additional fee for the County providing the traffic control devices (barricades/cones)	
- Per device, per day or portion thereof	\$5.54
Additional fee for the County providing variable message signs (VMS)	
- Per VMS per day or portion thereof	\$99.00
Additional fee for temporary signs	
- for two (2) temporary signs	\$27.70
- for each additional temporary sign in excess of two (2)	\$1.38
Additional fee for restricting parking where parking is prohibited before the issuance of the permit or will be restricted arising out of the issuance of the permit	
In no event shall the duration of a permit restrict parking under this provision exceeding a period of (2) days.	
- Per day or portion thereof	\$37.62
Use of County streets and rights-of-way for block parties, races, parades, festivals, special events, etc.	\$37.62
All other permits as required under Section 22-1	
- Minimum fee	\$55.35
- Work performed by other government agencies	No fee
- Construction as authorized by a contract with Arlington County	No fee

Public Right-of-Way Fees	
Description	Fee
For the construction of public utility lines, the inspection charges shall be as follows, except as provided in paragraph(s) below.	
Work performed for Arlington County project (by contract with the County)	
- Base permit fee	171.00
- Work performed in County right-of-way without an approved permit or engineering plan	\$609.00
- Emergency Work-base permit fee	\$487.00
- Extension of an existing public right-of-way use permit	\$243.00
Additional permit fee charges for pipelines, underground conduits, and similar facilities	
- House connection	249.00
- Up to 100 feet	\$415.00
- Plus the following fee for each additional 100 feet or portion thereof	\$210.00
Poles - Overhead lines, and similar facilities:	
- Poles with or without guy wires	\$249.00
- Guys	\$249.00
Wires along street:	
- Up to 100 feet	\$338.00
- Plus, the following fee for each additional 100 feet or portion thereof	\$171.00
Driveways, sidewalks, curb and gutter and landscaping:	
- Base permit fee for one entrance	\$171.00
- Each additional entrance	\$249.00
- Sidewalk, curb and gutter for every 50 feet or portion thereof	\$249.00
- Street trees: Base permit fee (not related to a site plan development)	\$33.00
Fees for the review of potential utility conflicts and marking of public utilities, including storm sewers, water supply infrastructure, and sanitary sewer infrastructure where ground is expected to be disturbed. These fees shall be collected at the time of permit application as follows:	
- New commercial or apartment structure permit	\$465.00
- New town house construction permit (per structure of ten (10) or more units)	\$465.00
- New town house construction permit (per structure of less than 10 units)	\$238.00
- New residential single-family structure permit	\$238.00
- Demolition permit	\$238.00
- Exterior alterations related to building, plumbing, electrical or mechanical permit	\$60.00
- Expedited engineering permit review for construction within the County right-of-way, (for review provided by a professional engineering contract service). This fee shall be paid upon application for the expedited right-of-way permit:	\$17,160.00
All other permits as required under Section 22-1:	
- Minimum fee	\$55.35
- Work performed by other government agencies	No fee
- Construction as authorized by a contract with Arlington County	No fee

Land Disturbing Activities Fees	
Stormwater, Floodplain and Chesapeake Bay Preservation	Fee
Minor water quality impact assessment review-less than 500 sf of disturbance in RPA	\$102.50
Minor water quality impact assessment review-500 sf or more of disturbance in RPA	\$707.00
Major water quality impact assessment review with or without an LDA	\$2,100.00
Landscape Conservation Plan review	\$410.00
Exception request	\$790.00
Stormwater Quality Review for single family detached structures-one or two units, per LDA permit, and for County linear utility projects	\$1,435.00
Stormwater Quality Review for single family detached structures qualifying for simplified Stormwater Pollution Prevention Plan	\$410.00
Stormwater Quality Review for all other LDA Permits	\$2,460.00
Other engineering reviews and services	
Stormwater detention plan review	\$497.00
Stormwater detention waiver requests, each	\$282.00
Floodplain plan review	\$2,100.00
Drainage study plan review	\$1,010.00
Soils report	\$333.00
Erosion & Sediment Control	
Land disturbing activities where more than 100 square feet and less than 2,500 square feet are estimated to be disturbed including, but not limited to, grading, exterior alteration, plumbing, and electrical or mechanical building permits; excluding fence permits	\$400.00
Land disturbing activities where 2,500 square feet or more are estimated to be disturbed including, but not limited to, grading, exterior alteration, plumbing, and electrical or mechanical building permits	\$1,600.00
Demolition permits	\$533.00
Building permits for new residential single-family structures	\$2,050.00
Building permits for new townhouses (per unit for structures of fewer than 10 units):	
- For the first three (3) units	\$2,563.00
- Plus for each unit above three (3) up to nine (9)	\$410.00
Building permits for new townhouses (per unit for structures of 10 or more)	\$933.00
Maximum town house fee not to exceed:	\$45,100.00
New Commercial, Apartment or Other Structure requiring building permits where less than 5,000 square feet are estimated to be disturbed, per structure:	\$1,999.00
New Commercial, Apartment or Other Structure requiring building permits where more than 5,000 square feet or more are estimated to be disturbed, per structure:	\$1,999.00
- Plus for each square foot of disturbed area over the first 5,000 square feet	\$0.40
The maximum total fee not to exceed:	\$72,775.00
Revision to a previously-issued LDA permit	\$492.00

Civil Engineering Plan Fees	
The cost of the engineering services rendered by DES including studies, approval of plans, supervision and inspection of construction, shall be borne by the owner or developer at the charges set out below:	
Description	Fee
Civil Engineering Plan...Base Fee per plan	\$1,660.00
- Plus a Review and Inspection Fee per linear foot (LF) applicable separately to each of the following items: storm sewers, water mains, sanitary sewers, curb/gutter, sidewalk, pavement and other support facilities including, without limitation, electric, telephone, traffic signal conduit and street light conduit.	\$8..0 LF
Civil Engineering Plan Revision...Base Fee	\$830.00
- Plus a Review Fee per linear foot (LF) applicable separately to each of the revised portions of the following items: storm sewers, water mains, sanitary sewers, curb/gutter, sidewalk, pavement and other support facilities including, without limitation, electric, telephone, traffic signal conduit and street light conduit.	\$4.45 LF
Additional Plan Review Fees	
Maintenance of Traffic Plan (for Special Exception Projects)	\$666.00
Maintenance of Traffic Plan (for By-Right Projects)	\$323.00
Maintenance of Traffic Plan (Revision)	\$220.00
Tie-back Plan	\$554.00
Temporary Pole Installation/Utility Undergrounding	\$2,768.00

Subdivision Plat Review and Bond Administration Fees	
Description	Fee
Subdivision Plat Review	
Plat Review - Base Fee	\$1,825.00
Plus, per lot/division of land	\$244.00
Plat Revisions	
Filing fee – as percentage of initially submitted plat review fee	25%
Preliminary plat reapproval	\$610.00
Final plat reapproval	\$276.00
Condominium plat review	
Plat review fee	\$1,460.00
Plat revisions	\$364.00
Final condominium plat reapproval	\$276.00
Public Easement, Vacation and Abandonment Plat Review	
Plat review fee	\$364.00
Final plat reapproval	\$67.00
Bond and Agreement Processing Fees for Subdivisions, Site Plans or Use Permits	
Bond estimate review fee for bonds of \$10,000 or less, each	\$123.00
Bond estimate review fee for bonds over \$10,000, each	\$487.00
Processing fee for bonds of \$10,000 or less, each	\$487.00
Processing fee for bonds over \$10,000, each	\$1,825.00
Agreement extensions, each	\$733.00
Bond reductions, each	\$1,270.00
Bond exchanges or replacements, each	\$610.00
Combined bond reduction and agreement extension, each	\$1,825.00