



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

REQUEST FOR PROPOSALS NO. 23-DPR-RFP-423

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 5:00 P.M. ON WEDNESDAY, MARCH 29, 2023

CONSULTANT FOR GATEWAY PARK PARK MASTER PLAN (PMP) AND DESIGN GUIDELINES PUBLIC ENGAGEMENT PROCESS

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

Proposals will not be publicly opened.

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

PREPROPOSAL CONFERENCE

A virtual preproposal conference will be held at 10:00 a.m. on Friday, February 17, 2023 on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following [link](#), or join by dialing +1 347-973-6905 and enter Conference ID 189 335 265#. ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend.

Arlington County, Virginia
Office of the Purchasing Agent

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I. INTRODUCTION TO EVALUATION PROCESS

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

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

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

MANDATORY REQUIREMENTS

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

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

RFP No. 23-DPR-RFP-423 – TENTATIVE SCHEDULE

RFP ISSUANCE	2/2/2023
PREPROPOSAL CONFERENCE	2/17/2023 at 10:00 a.m.
QUESTION DEADLINE	2/24/2023 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	3/4/2023
ADDENDUM 1 QUESTION DEADLINE	3/10/2023
ADDENDUM 2 ISSUANCE	3/17/2023
PROPOSALS DUE	3/29/2023 at 5:00 p.m.
CONTRACT AWARD	TBD

2. QUESTIONS AND ADDENDA

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

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 23-DPR-RFP-423**. 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 FRIDAY, FEBRUARY 24 2023, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

QUESTIONS REGARDING ADDENDUM 1 MUST BE SUBMITTED BY FRIDAY, MARCH 10, 2023, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

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

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

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

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

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

6. NOTICE OF DECISION TO AWARD

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

7. TRADE SECRETS OR PROPRIETARY INFORMATION

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

8. DEBARMENT STATUS

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

9. CONFLICT OF INTEREST STATEMENT

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

10. 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.

11. 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.

12. 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.

13. 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.

14. ARLINGTON COUNTY BUSINESS LICENSES

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

15. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

16. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is

under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

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

17. LIVING WAGE CONTRACT

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

18. RIDER CLAUSE

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

A. Extension to Other Jurisdictions

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

B. Inclusion of Governmental & Nonprofit Participants

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

C. Contract Agreement

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

19. ELECTRONIC SIGNATURE

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

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 23-DPR-RFP-423

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to conduct a Park Master Plan (PMP) public engagement process and produce a PMP and Design Guidelines for Gateway Park in Arlington County's Rosslyn neighborhood. A PMP is a collection of deliverables that includes the following:

- Existing Conditions Report
- Summary of community engagement process and any survey or questionnaire results
- Illustrated and annotated park concept plan
- Estimate of construction costs
- Interim public space and phasing plan
- Design Guidelines

BACKGROUND/PURPOSE OF SOLICITATION

Gateway Park was constructed between 1984 and 1986 as part of an agreement between Arlington County, the Virginia Department of Highways and Transportation (VDOT), and the Federal Highway Administration (FHWA). VDOT and FHWA agreed to the decking and construction of an urban park over I-66 between North Nash Street and North Lynn Street to mitigate the impacts of the highway construction through Rosslyn. Three agreements between the County and VDOT were related to the construction and operation of the park:

1. A construction and operations agreement requiring VDOT to construct the park, the existing pedestrian bridges to the park and the required modifications for the RCA building and to maintain the park's structural aspects
2. A water service agreement, under which the County agreed to relocate existing water and fire service lines and install water service lines for facilities under the park
3. The Weissberg agreement, requiring Americans with Disabilities Act (ADA) accessibility to the RCA building

The County and VDOT committed to enter into a 99-year lease of the facility by which the County would perform routine maintenance of the park. While it was anticipated for lease negotiations to conclude in 1986, an agreement was never reached. During reinstituted negotiations in 2015, the Office of the Virginia Attorney General opined that VDOT did not have the authority under Virginia law to lease VDOT right-of-way and that the only mechanism available to allow the use and operation of Gateway Park by the County was through a VDOT Land Use Permit. Further negotiations, sparked by VDOT's I-66 widening project request, resulted in a [Land Use Permit](#) that was approved by the County Board on December 11, 2021.

Today, the park is accessed primarily from the south, though two bike trails, the Custis Trail and Mt. Vernon Trail, are adjacent to the park running east to west and access the park from the north. To navigate the various roadways, a concrete "super structure" that includes sky walks and storage areas is located on the park. The existing program opportunities include walking and strolling, chess/checkers boards, opportunities for live performances, public art, and space for informal sport activities. Major events often occur in the park, most notably the Rosslyn Jazz Fest, an annual event, and recurring events such as the Rosslyn Cinema movie nights (summer season). Additionally, in 2021, a temporary dog park was opened on the western end of Gateway Park.

During the [Realize Rosslyn](#) Sector Plan public process, Gateway Park was highlighted as an important piece of the neighborhood that required improvements to connectivity and called for a new park master plan. The plan called for removing the concrete super structure and creating a public park that accommodates varying uses and enhances the overall park experience. While these are highlighted as guidance within the Sector Plan for the neighborhood, goals and strategies for the design of the park should not be prescribed before the PMP public engagement process has been completed.

INTRODUCTION TO ARLINGTON COUNTY

Gateway Park, approximately 3.6 acres, is located in the northern portion of Rosslyn, is situated on top of Interstate 66 (I-66) and is framed by Langston Boulevard to the north and south, North Lynn Street to the east, and North Nash Street to the west. The park is bisected by Fort Myer Drive. To the north is the Marriott Hotel, currently closed, and the Francis Scott Key Bridge. Two bike trails run east and west adjacent to the park; the Mt. Vernon Trail is located to the east and the Custis Trail to the west. To the south are a series of mixed-use developments.

PROJECT GOALS

The primary goal of the project is to develop a Park Master Plan that outlines the steps for a world-class park and achieves the expectations laid out in the Realize Rosslyn Sector Plan. Common design themes in the Sector Plan include removing the existing concrete ramp structures, improving connections to nearby bike trails and the Rosslyn neighborhood, providing multipurpose courts, providing a children's playground area, creating an expansive flexible lawn space, developing food kiosks, and providing a bicycle repair station.

Another goal is to inspect ways in which other goals of the Rosslyn Gateway area can be achieved through the park redevelopment. The Realize Rosslyn plan outlines several other goals in the nearby area. Rosslyn Northern Gateway Area should have an esplanade that connects the Mt. Vernon and Custis Trails to the northern edge of the Rosslyn neighborhood, improved riverfront access, Mt. Vernon Trail and Custis Trail improvements, and roadway design improvements.

Finally, the project seeks to improve safety and physical access to the park area. The existing park is surrounded on the north and south by Langston Boulevard, a heavily vehicular-trafficked arterial road. Additionally, North Lynn Street to the east and Fort Myer Drive, which bisects the park, are used to access George Washington Parkway and often see vehicles traveling at higher speeds. Creating safe ways for pedestrians to access the park is essential to the project's success.

IV. SCOPE OF SERVICES

1) Task – Project Phase I: Data Collection and Assessment.

- a) The contractor shall conduct a site conditions assessment and analysis, including the following elements, at minimum:
 - i) Review soil testing results, provided by the County, and assess how the results may impact the future park design and construction..
 - ii) Conduct photographic survey of existing conditions of the subject site and surrounding area.
 - iii) Conduct sun and shadow studies of the existing site area and future conditions.
 - iv) Analyze topographic survey, provided by the County, of the existing site area and future conditions.
 - v) Analyze locations of existing and future utilities, provided by the County.
 - vi) Analyze physical elements and facilities inventory of the site area and the vicinity.
 - vii) Circulation of the existing site area and future conditions.
 - viii) Conduct canopy assessment and tree inventory.
 - ix) Analyze site usage patterns and user groups.
 - x) Conduct basic demographic analysis of existing and future site area conditions.
- b) The County will provide pertinent background information and applicable policy and plan documents.
- c) The contractor shall review any available feasibility studies, surveys, and existing conditions data to verify characteristics of the site.
- d) Findings of the Data Collection and Assessment project phase shall be synthesized and exhibited in an Existing Conditions Report. The Existing Conditions report shall be used to inform the presentation for Community Meeting #1, detailed below.

2) Task – Project Phase II: Community Visioning and Concept Development

- a) The estimated construction budget will be provided and must be considered when developing the park concepts and final PMP. The contractor shall identify constraints, opportunities and best practices throughout the design process so that the final PMP achieves the goals of the Public Spaces Master Plan (PSMP) and the Realize Rosslyn Sector Plan. While working to achieve the listed park goals, the contractor shall also consider future site conditions and the surrounding area
- b) The contractor shall, in coordination with project manager, host at least three community meetings and conduct three online engagement opportunities. Materials for each of the community meetings, and the online engagements, shall be delivered to the project manager a minimum of seven business days prior to the scheduled meeting or engagement release date. During the seven-day review period, the contractor shall expect at least one phone conference to discuss potential edits and one additional phone conference to prepare for the upcoming community meeting. Expect each in-person community meeting to last up to three hours. The contractor shall participate in at least two additional public meetings or Commission meetings upon request by the project manager. This structure may be modified, with approval of the project manager.
 - i) Community Meeting #1 (Date TBD): The purpose of this meeting is to inform the audience of site conditions, engage them using a visioning exercise, and solicit potential park names.
 - (1) Prior to the meeting, the contractor shall develop a presentation that describes the site's history, existing site conditions, future site conditions based on known or anticipated public and private investment, and the site's context within National Landing. The

- presentation shall also summarize the various Board-adopted plans that pertain to the site.
- (2) Prior to this meeting the contractor shall develop a visioning exercise to identify park amenities and characteristics desired by the public, within context of the budget and site constraints. The visioning exercise shall engage the audience using interactive activities and visual examples that will produce guidance as to which park elements the community finds desirable, also within the context of the budget and site constraints.
 - (3) The project manager will review all contractor materials, reserve an appropriate meeting room (if in-person) advertise the meeting, develop a project website, and create and retain a sign-in sheet.
 - (4) If in-person, the contractor shall print copies/materials for the meeting, bring materials for the visioning exercise, give the presentation, conduct the visioning exercise, and take meeting notes that will be posted on the project's website.
 - (5) If online, the contractor shall prepare a video outlining and detailing the information in the existing conditions report and invite the public to participate in the online form.
 - (6) The public's suggested park names will be collected by the project manager via email and verbal/written suggestions made during the meeting. (The contractor is not expected to do any work on the park-naming process; this is only for process clarification and not part of the scope.)
- ii) Civic Engagement Online Form (Date TBD): Concurrently with Meeting #1 the contractor shall develop graphics and text to inform the engagement respondents of the site's history, existing site conditions, future site conditions based on known or anticipated public and private investment, and the site's context within National Landing. Additionally, the online engagement opportunity shall solicit feedback on park amenities and characteristics desired by the public, within context of the budget and site constraints. The project manager shall format the form for online use, post the engagement opportunity for two weeks on the County's website, and summarize the results.
 - iii) Preliminary Park Concepts (Date TBD): After community Meeting #1, the contractor shall develop up to three preliminary park concepts that reflect the public's input, site constraints, and budget. The preliminary park concepts shall be delivered to the project manager in PDF format via email with a follow-up in-person meeting seven working days later. The meeting location shall be determined by the project manager and contractor, and the purpose of the meeting is to discuss feedback from the core review team and potential edits.
 - iv) Community Meeting #2 (Date TBD): The purpose of this meeting is to solicit potential park names, present the three preliminary park concepts, and gather input on which park concept, or combination of park elements, the public prefers.
 - (1) Prior to this meeting, the contractor shall develop a presentation that provides a quick summary of Meeting #1, presents the preliminary park concepts, describes how the first Meeting informed design choices, and describes the overall logic of each design.
 - (2) Prior to this meeting the contractor shall develop an interactive method for the audience to vote for their preferred preliminary park concept, or combination of park elements, and a method for submitting written comments. The voting method shall be saved or documented in a way that allows the staff and contractor to reference the results at a later date, if needed.
 - (3) The project manager will review all contractor materials, reserve an appropriate meeting room (if in-person), advertise the meeting, develop a project website, and create and retain a sign-in sheet.

- (4) The contractor shall print copies/materials for the meeting, bring materials for the voting exercise, give the presentation, conduct the voting exercise, collect written comments from the public, and take meeting notes that will be posted on the project's website.
- (5) The public's suggested park names will be collected by the project manager via email and verbal/written suggestions made during the meeting. (The contractor is not expected to do any work on the park naming process, this is only for process clarification and not part of the scope.)
- v) Civic Engagement Online Form (Date TBD): After Meeting #2, the contractor shall develop questions and supporting visuals that will help determine which park concept, or combination of park elements, is preferred by the public. The project manager shall format the online form, post it for two weeks on the County's website, and summarize the results.
- vi) Draft Park Concept Plan (Date TBD): After community Meeting #2 and after the results of the online engagement have been summarized, the contractor shall develop one refined park concept that reflects the public's input, site constraints, and budget. The concept plan will include, at a minimum, an illustrated and annotated concept plan, an estimate of probable construction costs, probable phasing, and design guidelines. The concept plan shall be delivered to the project manager in PDF format via email with a follow up in-person meeting seven working days later. The meeting location shall be determined by the project manager and contractor, and the purpose of the meeting is to discuss potential edits.
- vii) Community Meeting #3 (Date TBD): The purpose of this meeting is to solicit potential park names, present one park concept plan, and gather feedback from the public.
 - (1) Prior to this meeting, the contractor shall develop a presentation that provides a quick summary of Meeting #2, a summary of the first and second online form results, and a description of the park concept plan.
 - (2) Prior to this meeting, the project manager shall develop a method for the audience to provide feedback on the park concept plan that can be documented for future reference.
 - (3) The project manager will review all contractor materials, reserve an appropriate meeting room (if in-person), advertise the meeting, develop a project website, and create and retain a sign-in sheet.
 - (4) The contractor shall print copies/materials for the meeting, bring materials for the feedback exercise, give the presentation, and take meeting notes that will be posted on the project's website.
 - (5) The public's suggested park names will be collected by the project manager via email and verbal/written suggestions made during the meeting. (The contractor is not expected to do any work on the park naming process, this is only for process clarification and not part of the scope.)
- viii) Park Master Plan (PMP) (Date TBD): The PMP is a collection of deliverables that includes a report describing the community engagement process and a summary of the online form results, an illustrated and annotated park concept plan, an estimate of probable construction costs, and design guidelines.
 - (1) The PMP shall be delivered to the project manager in PDF format via email, with an in-person meeting seven working days later. The meeting location shall be determined by the project manager and contractor, and the purpose of the meeting will be to discuss potential edits to the PMP.
 - (2) The illustrated and annotated park concept plan shall reflect the public and the project manager's input, site constraints, and the budget. The park concept plan shall be delivered via email as two PDFs, one that fits a 24 by 36 inch printout and a second PDF that fits an 8.5 by 11 inch printout, and shall include CAD files.

- (3) The contractor shall develop a preliminary cost estimate for the PMP, using an independent cost estimator.
- (4) If necessary, the contractor shall develop an initial strategy to bring the overall project scope in line with the budget.

3) Task – Project Phase III: Commission Review and Concept Refinement

- a) The project manager shall present the final draft park concept plan to various Arlington County Commissions. The project manager will ask the Park and Recreation Commission to select a preferred park name to recommend to the County Board. The contractor is not expected to attend these meetings.
 - i) If needed, the contractor shall revise the final draft park concept plan. The edits will be communicated to the contractor via telephone conference once the Commission presentations conclude.
 - ii) If revisions are necessary, the park concept plan shall be delivered via email as two PDFs, one that fits a 24 by 36 inch printout and a second PDF that fits an 8.5 by 11 inch printout, and shall include CAD files.

4) Project Phase IV: Plan Adoption

- a) The project manager will work with County staff to present the final draft park concept plan and recommended park name, if necessary, to the Arlington County Board. The contractor is not expected to attend this meeting.
- b) If needed, the contractor shall revise the plan based on decisions and motions made by the Board. The edits will be communicated to the contractor via telephone conference once the County Board meeting concludes.
- c) If revisions are necessary, the revised park concept plan shall be delivered via email as two PDFs, one that fits a 24 by 36 inch printout and a second PDF that fits an 8.5 by 11 inch printout, and shall include CAD files.

5) Task – Meetings and Coordination

- a) In addition to the community meetings identified above, meetings with the contractor and the County will include, but may not be not limited to, the following;
 - i) One Project Kick-off Meeting
 - ii) One Site Visit with the County
 - iii) Up to ten working meetings with DPR to review progress materials, discuss results of the community meetings and discuss strategies to move forward
- 6) Three meetings with DES staff to discuss stormwater management expectations and strategies. Deliverables shall include:
 - a) Park Master Plan document that includes
 - i) Existing conditions report
 - ii) Summary of the community engagement process and survey results
 - iii) Illustrated and annotated park concept plan
 - iv) Estimate of construction costs
 - b) Design guidelines
 - i) Illustrative drawings (PDF format).
 - ii) The contractor shall also provide drawing files, such as PSD, if requested by the County.

7) Additional Information

- a) The County shall provide topographical survey of project area in PDF and AutoCAD format.

- b) The County shall provide structural analysis completed by on-call engineering firm.
- c) The County shall provide an AutoCAD contractor Package.
- d) The County shall provide direction/assistance for conceptual design development.
- e) The County shall provide cost estimate and pricing sheet template(s).
- f) The County shall provide construction budget for the project.
- g) The contractor shall not contact County staff that are not part of the Design Team unless directed by the County.

CONTRACT TIMELINE

The contractor’s services shall be required immediately after the issuance of the award and issuance of a Notice to Proceed (NTP) authorization by the Project Officer.

Unless otherwise notified in writing by the County project manager, the project completion date and delivery to the County of the final approved Park Master Plan shall a defined number of days from the NTP date. The timeframe includes the aforementioned County and public review periods but would exclude delays caused by the County.

Work under this contract may be completed in phases. The following timeline outlines the schedule for completing each project phase. The schedule may be modified by the contractor, with the written approval of the project manager.

Project Phase	Project Milestones	Date of Completion
Phase I: Data Collection and Assessment	Existing Conditions Report <i>Develop a report that summarizes and analyzes the site conditions. The County is working with an on-call civil engineer to complete a structural analysis prior to the existing condition report.</i>	5 – 6 Weeks
Phase II: Community Visioning and Concept Development	Community Meeting #1 <i>Conduct a presentation that informs the audience of the site conditions and conduct a visioning exercise to determine preferred park elements. Solicit potential park names.</i>	4 – 5 Weeks
	Civic Engagement Online Form <i>Develop and post an online engagement form to the County's website for 2 weeks. The engagement will include background information from community meeting #1. Solicit input on the preferred park elements and solicit potential park names.</i>	4 – 5 Weeks (Concurrently with Community Meeting #1)
	Preliminary Park Concepts <i>Develop a minimum of three preliminary park concepts based on input from community meeting #1.</i>	5 – 6 Weeks
	Community Meeting #2 <i>Conduct a presentation and gather input on the preliminary park concepts. The goal is to determine which park concept, or combination of park elements, the public prefers. Solicit potential park names.</i>	4 – 5 Weeks

	<p>Civic Engagement Online Form <i>Develop and post an online engagement form to the County's website for 2 weeks. The engagement will feature the 3 preliminary park concepts presented at community meeting #2. The goal is to determine which park concept, or combination of park elements, the public prefers.</i></p>	4 – 5 Weeks (Concurrently with Community Meeting #2)
	<p>Draft Park Concept Plan <i>Develop one (1) park concept plan that reflects the input received from the community meetings and online survey.</i></p>	5 – 6 Weeks
	<p>Community Meeting #3 <i>Conduct a presentation and gather input on the draft park concept plan. Solicit potential park names.</i></p>	4 – 5 Weeks
	<p>Civic Engagement Online Form <i>Develop and post an online engagement form to the County's website for 2 weeks. The engagement will feature the refined, park concept presented at community meeting #3. The goal is to collect feedback on the draft park concept plan.</i></p>	4 – 5 Weeks (Concurrently with Community Meeting #3)
	<p>Park Master Plan <i>A Park Master Plan is a collection of deliverables that includes an existing conditions report, summary of the community engagement process and survey results, an illustrated and annotated park concept plan, an estimate of construction costs, and design guidelines.</i></p>	5 – 6 Weeks
Phase III: Commission Review and Concept Refinement	<p>Commission Presentations <i>Arlington County staff will present the Park Master Plan to various Arlington County Commissions. The contractor is not expected to attend these meetings; however, the contractor shall make revisions if necessary.</i></p>	Date TBD
Phase IV: Plan Adoption	<p>County Board Presentations <i>Arlington County staff may present the Park Master Plan to the County Board for consideration and potential adoption. The contractor is not expected to attend these meetings; however, the contractor shall make revisions if necessary.</i></p>	Date TBD

V. PROPOSAL REQUIREMENTS

1. GENERAL

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

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

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

2. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

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

4. PROPOSAL STANDARDS

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

5. EXPENSES INCURRED IN PREPARING PROPOSAL

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

6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS

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

Evaluation Criteria	Points
Project Approach & Understanding of Scope	35
Offeror’s Qualification and Experience	45
Offeror’s Project Team	20
TOTAL	100

7. PROPOSAL SUBMITTAL ELEMENTS

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

1. EXECUTED FORMS

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

2. MANDATORY REQUIREMENTS

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

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

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

3. PROJECT APPROACH AND UNDERSTANDING OF SCOPE (35 Points) <<Page Limit: 1 page per item >>

Offerors shall demonstrate that they have the resources, ability, and capability to provide services as described herein. At a minimum, Offerors shall include the following information:

- a) Provide a narrative describing your understanding of the County’s intent for this RFP, including at a minimum:
 - i) How your firm intends to deliver the required services.
 - ii) A workflow diagram or description of the steps that would be taken.
 - iii) Additional tasks or requirements not reflected in the Scope of Services that the Offeror deems essential for the successfully completing a typical park and recreational project. If the Scope of Services appears sufficient, note that in your response.
- b) Provide a narrative on any innovations and/or novel approaches you envision using for the project.
- c) Describe the Offeror’s project management procedures and communication protocols, including the Offeror’s capability to deliver timely responses.
- d) Describe the Offeror’s experience and approach to community engagement, and provide examples of successfully led engagements with the public that focus on an equity lens (both in person and virtually).
- e) Describe your Quality Assurance/Quality Control (QA/QC) procedures.
- f) Quality Assurance/Quality Control (QA/QC/ Form). Submit the Offeror’s QA/QC form(s). At a minimum, the QA/QC form(s) shall contain the following:
 - i) A checkbox system for each plan sheet and applicable cost estimate indicating that the project manager and a Senior project manager have reviewed each sheet and cost estimate for all items described in the section titled “Quality Assurance/Quality Control (QA/QC)”.
 - ii) A signature date line for the Project Officer and Senior Project Officer.
- g) Describe the Offeror’s customer service approach and communication strategy.
- h) A detailed quality assurance and control plan stating and identifying appropriate staff that will be reviewing and signing off on tasks.
- i) Proposed schedule for completion of each phase of the project.

4. OFFEROR’S QUALIFICATIONS AND EXPERIENCE (45 Points) <<Page Limit: 1 page (text), 1 graphic page, and 1 construction document page per project >>

The Offeror should have experience designing outdoor recreational and public gathering spaces in an urban environment, including utilizing biophilic design principles and other current and innovative design trends and best practices for multiple user groups. The Offeror should have documented experience successfully engaging the public in park design processes and working with a range of stakeholders, community members, and internal agents of the County. The Offeror should have verifiable experience and knowledge of local and state building/construction codes and regulations.

The Offeror shall describe its qualifications and experience to perform the work described in this Request for Proposal by demonstrating representative projects using the following format.

- a) Provide a minimum of five relevant parks and recreation projects that were designed and constructed within the last ten years from the issuance date of this RFP. Referenced projects shall demonstrate the Offeror’s applicable skills and experience to perform the work described above successfully and as required under the scope of solicitation. The listing of completed projects shall include the following:

- i) Describe the scope of the project and elaborate on the type of services the firm provided (i.e., Master Planning, Landscape Architecture Services, Construction Administration). If other firms were involved, describe their roles.
 - ii) Note which categories from sub-sections ii through vi below, if any, each project is being submitted to satisfy.
 - iii) Provide design execution time (contract/actual); design cost (estimated/actual); construction execution time (estimated/actual); construction cost (estimated/actual); and an explanation for any variances.
 - iv) Describe any challenges encountered during design/re-design and describe how your firm overcame such challenges.
 - v) Describe the public process, if any, used to obtain community buy-in and support and/or approval for various design elements.
 - vi) Provide each client's contact information, including name, organization, telephone number, email address, and copies of any awards or commendations received for the referenced projects.
 - vii) Provide graphic work samples such as illustrative renderings and/or photographs of the completed work.
 - viii) Provide one full-sized sheet from the construction drawings developed for the construction of each project. Examples can be a layout, grading, details, landscaping, etc.
- b) Of the five total projects described above, at least one project shall demonstrate the Offeror's prior experience designing playgrounds.
- c) Of the five total projects described above, at least one project shall demonstrate the Offeror's prior experience designing a space that focused on improving multimodal connectivity with the surrounding area.
- d) Of the five total projects described above, at least one project shall demonstrate the Offeror's prior experience designing parks that involved complex engineering and topographic considerations.
- e) Of the five total projects described above, at least one project shall demonstrate the Offeror's prior experience designing urban public spaces such as urban gardens, plazas, courtyards, open-air markets, sport courts etc.
- f) Of the five total projects described above, at least one project shall demonstrate the Offeror's prior experience redesigning an existing park.
- g) Provide contact information for three local jurisdictions for which your firm provided design services for various park and recreation facilities in the past ten years. At a minimum, provide the following information:
 - i) Name of an individual from that jurisdiction that can provide information regarding the quality of services offered by your firm.
 - ii) Contact person's current email address and phone number.

Note that individual projects from sub-section 1. above may be used to satisfy multiple categories from sub-sections ii throughvi A total of five projects shall still be submitted. Any additional projects should demonstrate the Offeror’s breadth of experience in designing public park spaces.

5. EXPERIENCE OF THE PROJECT TEAM (20 POINTS) <<Page Limit: 2 page for the summary and 1 for each staff resume>>

- a) Provide credentials of the project team, which shall, at a minimum, include the following. Individual team members are allowed to fulfil multiple roles below. Experience should be documented in each team member's resume.
 - i) At least one member of the Offeror’s team shall be a Landscape Architect currently registered to practice in the Commonwealth of Virginia with a minimum of ten years of experience as a licensed Landscape Architect.
 - ii) One member of the Offeror’s team shall have a minimum of five years of experience designing parks (Including a range of activities, uses, and physical characteristics (urban, naturalistic, etc.)).
 - iii) One member of the Offeror’s team shall have a minimum of five years of experience designing access to open spaces and parks by multiple user groups and specifically for persons with physical disabilities incorporating and complying with the requirements of the Americans with Disabilities Act (ADA).
 - iv) Two members of the Offeror’s team shall have a minimum of five years of experience designing fun, innovative and unique playground environments in compliance with the requirements of the following standards:
 - 1) American Society of Testing Materials (ASTM) Standards Consumer Safety Performance Specification for Playground Equipment for Public Use - ASTM F1487-11 and Standards on Playground Surfacing – F2223-10 or latest edition.
 - 2) Consumer Product Safety Commission (CPSC) Handbook of Public Playground Safety.
 - 3) Americans with Disabilities Act
 - v) One member of the Offeror’s team shall possess a valid Certified Playground Safety Inspector (CPSI) certification issued by the National Recreation and Park Association (NRPA)’s National Playground Safety Institute or shall obtain certification within three months of the issuance of the Contract.
 - vi) The Offeror’s team shall include a member with knowledge of storm-water detention structures and experience designing bio-retention areas and working knowledge of the Virginia Stormwater Management Program (VSMP) Regulations and Arlington County Chesapeake Bay and Storm Water Management Ordinances.
 - vii) One member of the Offeror’s team shall have experience with permitting procedures related to this type of work.
 - viii) One member of the Offeror’s team shall have a minimum of five years of horticulture experience in planting design and native plant material knowledge in the Mid-Atlantic region. Experience should also include urban horticulture strategies, installation, maintenance, and reforestation.
- b) Identification of project manager
 - i) The project manager’s resume shall provide evidence of experience serving as a project manager for a minimum of two completed parks projects.

- ii) Indicate which of the projects referenced above were managed by the project manager.
 - iii) Name and contact information for contractor project manager, who will be the primary point of contact for the County's project manager. The contractor's project manager should be a Virginia Registered Landscape Architect.
- c) Provide names of proposed subcontractors. Include the following information for each proposed subcontractor:
- i) Areas of expertise.
 - ii) One-page resumes for each proposed sub-contractor staff.
 - iii) Description of two park-related projects completed in the past five years by subcontractor staff assigned to this proposal/contract.
 - iv) Clients' contact information for the listed projects, along with copies of any awards or commendations received for the projects.
 - v) List of all subcontractors with appropriate tasks and proposed estimate of hours.

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

7. COST PROPOSAL

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

- i. Not-to-exceed fee with a detailed description listing proposed work for each task listed above. Total fee for the entire project. Fee worksheet. Offerors must include a unit price for an additional public meeting, which may last up to three hours.

VI. CONTRACT TERMS AND CONDITIONS

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



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

AGREEMENT NO. 23-DPR-RFP-423

THIS AGREEMENT is made, on the date of execution by the County 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 - Gateway Park Park Master Plan & Design Guidelines VDOT Conditions
- Exhibit D – Contractor Performance Evaluation Form

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is contractor services for the Gateway Park Master Plan. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20 ____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than _____ additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

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

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

6. CONTRACT PRICE ADJUSTMENTS

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

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

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

7. PAYMENT

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

8. 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

9. * PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

10. NO WAIVER OF RIGHTS

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

11. * NON-APPROPRIATION

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

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

13. * COUNTY PURCHASE ORDER REQUIREMENT

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

14. 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.

15. * 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.

16. * 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.

17. * 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.

18. *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.

19. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and

the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

20. TERMINATION

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

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

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

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

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

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

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

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

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor

or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

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

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

22. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented

invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

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

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

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

24. OWNERSHIP OF WORK PRODUCT

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

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

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

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

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

25. CONFIDENTIAL INFORMATION

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

26. * ETHICS IN PUBLIC CONTRACTING

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

27. * COUNTY EMPLOYEES

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

28. FORCE MAJEURE

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

29. * AUTHORITY TO TRANSACT BUSINESS

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

30. * RELATION TO COUNTY

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

31. ANTITRUST

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

32. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

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

33. AUDIT

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

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

34. ASSIGNMENT

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

35. AMENDMENTS

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

36. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

37. * DISPUTE RESOLUTION

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

Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

39. ARBITRATION

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

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

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

42. SEVERABILITY

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

43. * ATTORNEY'S FEES

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

44. SURVIVAL OF TERMS

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

45. HEADINGS

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

46. AMBIGUITIES

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

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a

delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

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

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

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

48. ARLINGTON COUNTY BUSINESS LICENSES

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

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. 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).
- e. 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.
- f. 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.
- g. 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.
- h. 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.

51. CONTRACTOR PERFORMANCE EVALUATION

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

52. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

VII. ATTACHMENTS AND FORMS

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 23-DPR-RFP-423**

PROPOSAL FORM

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
5:00 P.M. ON MARCH 29, 2023**

FOR PROVIDING GATEWAY PARK MASTER PLAN & DESIGN GUIDELINES PER THE SOLICITATION.

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

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

**E-MAIL
ADDRESS:**

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES

NO

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

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

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

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

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

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

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

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

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

NAME (PRINTED): _____ TITLE: _____

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

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

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

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

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 23-DPR-RFP-423 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: _____

EXHIBIT C - GATEWAY PARK PARK MASTER PLAN & DESIGN GUIDELINES VDOT CONDITIONS

On December 11, 2021, The Arlington County Board approved a Land Use Permit from the Virginia Department of Transportation to the County Board of Arlington County, Virginia for the use of Gateway Park for public park purposes. The proposed Land Use Permit includes the following significant terms and conditions:

- The initial term of the Land Use Permit is for a period of 50 years. Upon mutual written agreement, the initial term may be extended for additional 5-year renewal terms.
- Subject to VDOT's right to enter, perform and approve acts set forth in the Land Use Permit, the County will have the exclusive right to use and occupy the permitted park premises for all public park and park-related purposes, and other uses commonly found in public parks.
- The permitted park premises include all fixtures, facilities and systems, including below- surface improvements, utility lines and systems exclusively serving the park, and the below surface shared storage room and stairwell that were constructed on the Park Bridge as part of VDOT Project 0066-000 102, B-698, B-699. The permitted park premises do not include the bridge tunnel walls, bridge tunnel and bridge support structures.
- The County may use and advertise any name desired by the County for the park, and may change the name at any time, and from time to time, subject to VDOT's written approval.
- The County will have the right to make alterations to the park fixtures, facilities and systems, including the pedestrian bridges, and below-surface utility lines, systems and improvements exclusively serving the park, provided that they do not impact the operation or safety, or compromise the structural integrity, of VDOT's roadway system.
- The County may not make such alterations to the park without VDOT's prior written consent, which consent shall not to be unreasonably withheld, conditioned, or delayed so long as the alterations do not impact the operation or safety of VDOT's roadway system.
- Any and all demolition plans require VDOT approval and written consent, as does the contractor's means and methods.
- The County is required, at its sole cost and expense, to perform all reasonably necessary routine, preventative and restorative maintenance and repairs to the park, including routine repair and maintenance of all structures and pedestrian bridges, landscaping, facilities, sanitary facilities and utility lines exclusively serving the park.
- During the term of the Land Use Permit, the County is required to maintain a policy of commercial general liability insurance in amounts: i) not less than five hundred thousand dollars (\$500,000.00) per occurrence, and ii) not less than \$25,000.00 per claimant, naming as additional insureds the Commissioner of Highways and employees of VDOT.
- The Land Use Permit may be terminated by either party upon sixty (60) days' written notice to the other party, if VDOT and the County mutually agree that the park is no longer needed for the County's permitted uses.
- Upon expiration or earlier termination of the Land Use Permit, the County will be required to remove all alterations to the park installed after issuance of the Land Use Permit, unless VDOT agrees that such alterations may remain.
- Any dispute between the parties in connection with the Land Use Permit shall be referred to the VDOT Commissioner of Highways, whose decision shall be final.

Additional information can be found in the [staff report here](#).

EXHIBIT D

CONTRACTOR PERFORMANCE EVALUATION FORM

ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.:

Date: _____ Project/Contract Name:

Interim Evaluation ____ Final Evaluation ____
Scope of Work/Services Provided:

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

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

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

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

Evaluation Questions

1. Quality of Workmanship

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

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

2. Problem Solving and Decision Making

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

Unacceptable Poor Satisfactory Excellent N/A

3. Project Schedule

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

Unacceptable Poor Satisfactory Excellent N/A

4. Subcontractor Management

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

Unacceptable Poor Satisfactory Excellent N/A

5. Safety

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

Unacceptable Poor Satisfactory Excellent N/A

6. Environmental Compliance

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

Unacceptable Poor Satisfactory Excellent N/A

7. Change Orders

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

Unacceptable Poor Satisfactory Excellent N/A

8. Paperwork Processing

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

Unacceptable Poor Satisfactory Excellent N/A

9. Supervisory Personnel

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

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

10. Expertise, Knowledge and Experience

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

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

11. Project/Contract Closeout

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

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

12. Level of Overall Performance

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

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

Yes No

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

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

Signatures and Certifications:

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

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

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

Contractor Signature: _____
 Date: _____
 Contractor Printed Name: _____ Title: _____

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

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

END