



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

AGREEMENT NO. 23-DES-RFP-230h

THIS AGREEMENT is made, on 7/25/2023, between **ICF Incorporated LLC, 9300 Lee Highway, Fairfax, Virginia 22031** ("Contractor") a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)

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

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

2. SCOPE OF WORK

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of execution and must be completed no later than June 30, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from July 1, 2024 to June 30, 2028 (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 June 30, 2024 ("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 EXPENSES

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

9. REIMBURSABLE TRAVEL-RELATED EXPENSES

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

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

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

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

Transportation:

General

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

Ground Transportation

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

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

Air Travel

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

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

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

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

10. * PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

11. NO WAIVER OF RIGHTS

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

12. * NON-APPROPRIATION

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

13. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations

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

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

14. * COUNTY PURCHASE ORDER REQUIREMENT

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

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

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

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

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

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

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

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

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

19. * SEXUAL HARASSMENT POLICY

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

20. TERMINATION

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

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary

for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated

and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

21. INDEMNIFICATION

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. DATA SECURITY AND PROTECTION

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

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

- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.

- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

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 DATA SECURITY AND PROTECTION.

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:

Ken Pujdowski
ICF Incorporated LLC
9300 Lee Highway
Fairfax, Virginia 22031
Phone: (703) 225-5824
Email: Ken.Pujdowski@icf.com

TO THE COUNTY:

Richard Dooley, Project Officer
DES - Office of Sustainability and Environmental Management
2100 Clarendon Boulevard, Suite 705
Arlington, Virginia 22201
Phone: (703) 228-3532
Email: rdooley@arlingtonva.us

AND

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

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

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

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of

the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

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

51. ACCESSIBILITY OF WEB SITE

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

52. INSURANCE REQUIREMENTS

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

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

53. 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.

54. 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

ICF INCORPORATED LLC

AUTHORIZED SIGNATURE: DocuSigned by:
Dr. SHARON T. LEWIS
89B86B1AD301462...
NAME: DR. SHARON T. LEWIS

AUTHORIZED SIGNATURE: DocuSigned by:
Joseph C. Moran
9714D693977E4F4...
NAME: Joseph C. Moran

TITLE: Purchasing Agent

TITLE: Senior Contracts Manager

DATE: 7/25/2023

DATE: 7/19/2023

EXHIBIT A - SCOPE OF WORK

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

A. STRATEGIC PLANNING AND FINANCING

1. Greenhouse Gas Inventory and Climate Planning

1.1. GHG Inventory and Analysis

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

The latest GHG inventories can be retrieved using the following

link: <https://www.arlingtonva.us/Government/Programs/Sustainability-and-Environment/Energy/County-Operations>

This Task may also include quality assurance/quality control review and assessments of the existing GHG inventories.

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

1.1.3. This work may include the following tasks:

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

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

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

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

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

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

1.2. Climate and Energy Planning

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

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

- 1.2.3. Analyze existing County programs for gaps analysis and GHG Reduction progress and potential, including, but not limited to:
 - 1.2.3.1. Decarbonization in buildings
 - 1.2.3.2. Energy efficiency and performance in buildings, on a building and “block” or neighborhood scale
 - 1.2.3.3. Decarbonization of transportation
 - 1.2.3.4. Renewable energy use (e.g., solar co-op, on-site solar PV owned/maintained by the County, power purchase agreement (PPA), and VPPA)
 - 1.2.3.5. Transportation, including transit/commuter service
 - 1.2.3.6. Financial mechanisms including but not limited to incentive programs
 - 1.2.3.7. Green power and Renewable Energy Credit analysis
 - 1.2.3.8. Land use patterns
 - 1.2.3.9. Solid waste and recycling streams
- 1.2.4. Quantification of energy use profiles for sub-units of the County, such as the Rosslyn-Ballston corridor, Richmond Highway corridor, Columbia Pike corridor, and/or along Langston Boulevard. This will involve a combination of the characterization studies listed above with specific boundaries, as the corridors or sub-units of the County are defined.
- 1.2.5. Energy use profiles and quantification based on end-user cases/categories, such as single family, multi-family, commercial, and industrial.
- 1.3. Alternative Fuel Analysis
 - 1.3.1. Analyze use of a variety of alternative fuels (e.g., hydrogen, renewable natural gas, hybrid fuels) for use in the Arlington County fleet and in County facilities
 - 1.3.2. Develop a baseline evaluation of the County fleet’s alternative fuel vehicle (AFV) opportunities, including data collection and analysis down to the individual vehicle. This could include age, mileage, acquisition/fuel/maintenance costs, duty cycle, and/or any other operational metrics that would influence the decision of what AFV type is the most promising for any particular replacement. A baseline evaluation should include a cost comparison of the existing fleet with the potential incoming fleet of AFVs.
 - 1.3.3. The best practice for enabling cost comparisons should focus on calculating the total cost of ownership (TCO). TCO calculations should account for the appropriate time value of money for the organization and should include the acquisition cost of the vehicle, fuel¹, maintenance, depreciation, and other ancillary services (e.g., telematics costs). Dividing the TCO for each individual vehicle by the number of miles that vehicle travels will establish a cost per mile that makes for easy comparison across vehicles and technologies.
 - 1.3.4. Develop a methodology to conduct an analysis similar to sections 1.3.1 - 1.3.3above for the entire Arlington community.
 - 1.3.5. To help the community reach its goal of carbon neutrality by 2050, examine clean energy options for County facilities.
 - 1.3.6. Create a baseline evaluation of the existing Arlington County government’s building and facilities inventory.
 - 1.3.7. Identify a wide range of potential policies and programs that can help Arlington County government buildings transition from direct use of fossil fuel to electricity and quantify costs and benefits, including innovative fuels and technologies analysis.

¹ It is important to educate stakeholders to compare fuel costs in an apples-to-apples manner. The total cost of fuel to achieve the mission of the fleet is more important than the relative cost per gallon or kilowatt-hour of each fuel because different fuel types have different energy content and different efficiencies of powering the vehicle.

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

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

2. Financing Models and Mechanisms

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

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

B. ENERGY/CLIMATE PROGRAM DESIGN AND IMPLEMENTATION

3. Buildings

- 3.1. Building Energy Analysis
 - 3.1.1. Review of best practices suitable for design and delivery of energy efficiency and decarbonization programming to the residential, commercial, and institutional building sectors of the County.

- 3.1.2. Conduct facility energy audits, building energy modeling, benchmarking, reporting, assessments, and utility rate analysis.
 - 3.1.3. Support and develop other building design performance standards, such as passive or zero-net energy homes.
 - 3.1.4. Characterization of energy use in the commercial building sector of the County, including commercial office, retail, small business, lodging, not-for-profit (e.g., churches and other faith-based buildings, human services), and institutional (e.g., education and hospitals). This may involve integration of data from various sources, including utilities, County agencies, Federal programs (e.g., Energy Star), and surveys (e.g., census), and state agencies.
 - 3.1.5. Characterization of energy use in the County's residential sector, including multifamily housing. This may involve integration of data from various sources, including utilities, County agencies, federal programs (e.g., Energy Star) and surveys (e.g., census), and state agencies.
- 3.2. Decarbonization Program Design
- 3.2.1. Assess the suitability and potential success of energy efficiency programs to the major energy-using building sectors of Arlington County, with consideration of federal, state, and utility programs as they may exist.
 - 3.2.2. Preparation, design, and implementation of energy efficiency programming for the single-family residential, multi-family residential, and commercial building sectors of Arlington County, which may also include modeled and actual energy savings, greenhouse gas emissions reductions, valuations of benefits and co-benefits, and other relevant metrics, as well as productivity and cost-effectiveness measurements, such as Total Resource Costs (TRC).
 - 3.2.3. Building decarbonization program design and support, which may include analyzing and prioritizing actions, technologies, financial analysis, and policies that would lead to energy efficiency and beneficial electrification to reduce on-site fossil fuel use.
 - 3.2.4. Any other actions and measures associated with, related to, or arising from conceptualization, design, measurement, administration, reporting, verifying and/or delivering energy efficiency and/or energy-performance and/or energy upgrade pilots and programs for buildings of all case types (e.g., residential, multifamily, government administration and operations, institutional, commercial, and large- and small-scale retail).
- 3.3. Green Building Bonus Density Incentive Program Support
- 3.3.1. Perform third-party technical reviews and verification of Leadership in Energy and Environmental Design (LEED) credit documentation to confirm that projects have met the standards set forth by the LEED rating system, including but not limited to: energy model review and calculations related to daylight, light pollution reduction, lighting power density calculations, water use reduction, ventilation, enhanced refrigerant management, materials selection, construction waste management, and other applicable analyses.
 - 3.3.2. Support the Green Building Incentive Program Manager (e.g., perform third-party technical review and verification of project qualification under the selected Tier of the County's Green Building Bonus Density Incentive Program), which includes LEED qualifications, but also includes separate systems measures, biophilic options, equity-based activities, etc., as more fully set forth at:
<https://www.arlingtonva.us/Government/Programs/Sustainability-and->

[Environment/Energy/Green-Building/Green-Building-Density-Incentive-Program](#). In the event of any change in staffing this program or periodic unavailability of the Green Building Incentive Program Manager, the contractor may be called upon to administer and perform the duties of the Green Building Incentive Manager.

- 3.3.3. Communicate and negotiate with real property developers regarding green building rating system compliance, clarifications, and resolution of final credit achievement.
 - 3.3.4. Prepare LEED documentation for County projects seeking LEED certification.
 - 3.3.5. Support periodic Green Building Incentive Program policy updates, including a technical analysis and stakeholder engagement.
 - 3.3.6. Provide program evaluation and analysis of green building rating systems in relation to County goals in the Community Energy Plan.
 - 3.3.7. Identify and support best practices in energy technology deployment with respect to permitting and zoning, indoor air quality, safety, and code enforcement.
 - 3.3.8. Provide benchmarking support for the Green Building Incentive Program, including measurement of impacts such as greenhouse gas reductions (and translatable equivalencies), energy use intensity reductions, benefits and co-benefits, and models of fiscal/financial impacts, including value-added.
- 3.4. Decarbonization Program Implementation
- 3.4.1. Provide support to and implementation of the Arlington-specific Green Home Choice, single-family residential green home certification programs, including consultations with builders, designers, and homeowners on energy efficiency renovation and new construction design, inspections, and certification completions.
 - 3.4.2. Perform analysis, program design, and associated implementation for community-wide decarbonization programs for all sectors.
 - 3.4.3. Provide implementation of energy use reduction, decarbonization and electrification programs for a variety of building types, including commercial and multi- and single-family residential with varied characteristics and energy use profiles.
 - 3.4.4. Implement building efficiency, decarbonization, and electrification programs targeting low- to moderate-income populations.
 - 3.4.5. Provide implementation support for various building systems, which may include co-ops, bulk purchasing, means-tested rebates, market transformation, and any other program delivery models.
- 3.5. Innovation
- 3.5.1. Provide analysis, best practices, and technical guidance for innovation in the building science and buildings sector that could further the County's climate goals while providing innovative solutions.
- 3.6. Program Evaluation, Measurement and Verification
- 3.6.1. Program Evaluation, including measurement and verification of energy, greenhouse gas emissions, cost savings, program cost effectiveness (e.g., total resource cost, or TRC) in the County as a whole resulting from County programs implementing the Community Energy Plan.
 - 3.6.2. Project Evaluation, including measurement and verification of energy, greenhouse gas emissions, and cost savings resulting from the County's energy management efforts for County government operations, adhering for evaluation where possible to International Performance Measurement and Verification Protocol (IPMVP) standard or other industry best practices.

4. Resilience

- 4.1. Analyzing and Prioritizing Energy Assurance Plan (EAP)
 - 4.1.1. The primary task is to support the County in analyzing and prioritizing Energy Assurance Plan recommendations. For purposes of this Section, “resiliency” is defined to include, but not be limited to, buildings, transportation modes and systems, and other critical public facilities and assets. Other tasks could include, without limitation:
 - 4.1.1.1. Microgrids
 - 4.1.1.2. Battery Energy Storage System (BESS)
 - 4.1.1.3. Demand-Response
 - 4.1.1.4. District Energy
 - 4.1.1.5. Distributed Energy Resources (DER)
 - 4.1.1.6. Alternative Fuels and Hybrid Technologies
 - 4.2. Other Resilient Energy Systems and Methodologies
 - 4.2.1. Coordinate and align Energy Assurance plan with County’s Emergency Management activities.

5. Community-Scale On-Site Energy Performance and/or Renewable Energy Analysis, Design and Programs

- 5.1. Building, Block, or Neighborhood- and/or Community Scale Energy Performance Models and Installation/Execution. Turn-key solution models that may include:
 - 5.1.1. Building audits and feasibility analysis.
 - 5.1.2. Solutions modeling or design, including without limitation, electrification, building envelope improvements, automated systems, HVAC, vents and ducts air sealing, and other energy performance improvements to existing buildings
 - 5.1.3. Contracting, including, e.g., upstream and downstream upgrade elements
 - 5.1.4. Design-construct project management
 - 5.1.5. Ex-ante and ex-post ante measurement, valuation, and certification of performance
 - 5.1.6. Ongoing maintenance, operations, education, and training
- 5.2. Community- or Neighborhood Scale Energy Services (e.g., contracting, maintenance, operations, training). Any other service, support, maintenance, reporting, or training services that may be related to or benefit from the other deliverables under this Service Area 6.
- 5.3. Community-Scale Renewable Energy Support
 - 5.3.1. Provide assistance, analysis, technical guidance, projections and forecasts, program development and other services to support community-wide renewable energy goals.
 - 5.3.2. Create financial analysis and models, market and technical analysis, potential studies, and scenarios to support the deployment of renewable energy systems.
 - 5.3.3. Review and comment on proposed utility-scale renewable energy agreements for terms and conditions most favorable to the County.
 - 5.3.4. Evaluate regulatory and policy barriers and opportunities for achieving community-scale renewable energy goals across all sectors and end uses.
 - 5.3.5. Develop, design and/or implement program models to promote and accelerate the adoption of renewable energy across all sectors of the community.
- 5.4. Community-Scale Renewable Energy Evaluation, Measurement and Verification
 - 5.4.1. Provide technical support to review, analyze, and verify proposed renewable energy projects and programs from contractors, vendors, and third-party solar developers.
 - 5.4.2. Evaluate implemented projects to meet forecast, projections, and contractual agreements on a variety of performance indicators and metrics, including but not limited to capacity, output, cost savings, and environmental attributes.

6. Low-to-Zero Carbon Transportation Analysis and Programs

8.1. On-Site County Operations Energy Screening, Analysis and Evaluation

- 8.1.1. Provide analysis and support for screening County facilities for renewable energy viability on a variety of considerations, including, facilities' physical constraints and opportunities, financial analysis, regulatory and policy considerations, and any other factors that will impact project implementation. Provide financial analysis and evaluate alternative financing models for renewable energy projects.
- 8.1.2. Review and comment on proposed power purchase agreements for terms and conditions most favorable to the County.
- 8.1.3. Analyze policy and regulatory opportunities and barriers for renewable energy projects at County facilities and properties.
- 8.1.4. Examine and provide technical support and review for proposed renewable energy project proposed by third parties for financial, technological, regulatory, and operational impacts and other relevant considerations.
- 8.1.5. Provide technical support to review, analyze, and verify proposed renewable energy projects and programs from contractors, vendors, and third-party solar developers.
- 8.1.6. Evaluate implemented projects to meet forecast, projections, and contractual agreements on a variety of performance indicators and metrics, including but not limited to capacity, output, cost savings, and environmental attributes.

C. PROGRAM ADMINISTRATION AND SUPPORT

10. Communications and Outreach

- 10.1. Program design for communications, marketing, outreach and education programs/pilots to drive behavioral change and market transformations (conventional and innovative, including print, social media, electronic, etc.). Such programs/pilots will include performance metrics.
- 10.2. Program Branding. The County seeks innovative branding, compelling messaging, and relatable value propositions to support market transformation and behavioral change.
- 10.3. Website and Content/Collateral Development (with option for multi-language translations). Content/Collateral development includes, but is not limited to, print, virtual/electronic, film-video, graphics and illustrations, one-sheets and circulars, surveys/polls, and interactive website media. Impact data, such as site visits, average length of visit, average number of site clicks, and site and/or content and collateral recognitions.
- 10.4. Climate and Energy Event Planning, Development, and Promotion, and Logistical and Day-Of Support, and Administration. This pertains primarily to public events, including but not limited to, workshops, county fairs, summits, public meetings, and specialized events, such as Ride 'n Drive events, etc. This task is intended to cover both virtual and in-person/live events.
- 10.5. Support (design, content, and execution) in energy and/or climate campaigns directed at underserved communities. Program Progress Reporting. This includes, without limitation, sustainability or climate/energy dashboards, tables and charts, PowerPoint and similar presentations, and executive summaries.

11. Program Administration and Support

11.1. Procurement/Grant Identification and Management

- 11.1.1. Grant tracking and monitoring and identification of grants aligned to the County's climate, sustainability, resiliency and energy goals and objectives.
- 11.1.2. Grant application development and support.

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

D. TASK ORDER ASSIGNMENT PROCEDURE

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

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

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

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

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

- Greenhouse Gas Inventory and Climate Planning; 50%
- Energy and Climate Financing Models and Mechanisms; 50%
- Waste Reduction: 50%
- Buildings: 50%

Resilience: 50%

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

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

Electric Vehicle Service Equipment (EVSE) Installation: 70%

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

Communications and Outreach: 50%

Program Administration and Support: 50%

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

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of ICF Incorporated, L.L.C. ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 23-DES-RFP-230h (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

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

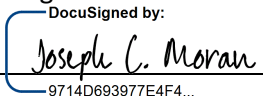
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The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

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

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

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

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

Authorized Signature:  _____
9714D693977E4F4...

Printed Name and Title: Joseph C. Moran Senior Contracts Manager

Date: 7/19/2023

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 23-DES-RFP-230h (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

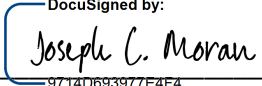
I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will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

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

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

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

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

Signed:  _____
Printed Name: Joseph C. Moran _____
Date: 7/19/2023 _____

Witnessed:
Contractor's Project Manager: _____
Printed Name: _____
Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT



June 15, 2023

Mr. Sy Gezachew
 Arlington County, Virginia
 Office of the Purchasing Agent
 2100 Clarendon Boulevard, Suite 500
 Arlington, VA 22201

ICF's Best and Final Offer (BAFO) for Arlington County Energy Services contract 23-DES-RFP-230

Dear Mr. Gezachew,

ICF Incorporated, L.L.C., referred to as "ICF," is pleased to provide our BAFO of fully loaded rates for Services Areas for the Arlington County Energy Service contract 23-DES-RFP-230. The table below identifies our best and final rates and are the same as in our submitted proposal dated October 17, 2022. However, as mentioned during our interview on May 8, 2023, our philosophy is putting the best forward first, and this likewise applies to the hourly rates. ICF also notes that we have maintained our rates for this BAFO submission in line with our proposed rates in 2022, despite it being mid-2023, further providing best value to the County.

Labor Category	Rate (CY 2023)
Advisory Rates	
Research Assistant	\$88.37
Analyst	\$103.99
Senior Analyst	\$120.76
Associate	\$137.59
Senior Associate	\$155.36
Project Manager/Consultant	\$172.17
Senior Consultant	\$195.51
Expert Consultant	\$216.86
Subject Matter Expert	\$241.68
Senior Subject Matter Expert	\$265.01
Principal Expert	\$327.47
Executive Expert	\$408.92
Project Engineering and Construction Rates	
Document Control Manager	\$138.73
Draftsperson/CADD operator	\$161.85
Purchasing coordinator	\$208.10
Project Coordinator/Engineer/Contract Administrator	\$231.22
Safety Manager	\$254.34
Scheduler	\$277.46
Project Manager/Estimator/Scheduling Manager	\$300.58
Construction Foreman/Electrician	\$323.70
Job Captain/Lead Designer	\$335.27

Contract Manager/Senior Estimator	\$346.83
General/Electrical Superintendent	\$369.95
Senior Superintendent/Controller/QAQC Manager/QAQC Inspector	\$393.07
Environmental Engineer	\$404.63
Construction Manager/Construction Contractor	\$416.19
Electrical Designer/Civil Engineer/Project Engineer/Automation Engineer/Mechanical Engineer	\$439.31

- ICF's BAFO remains valid for a period of ninety (90) days from the date of this letter. ICF retains the right to review and extend its offer or to revise its proposal based on the facts known to us at the end of the 90-day period.
- The rates above remain commensurate with ICF's current work for state, local, and federal government clients.
- The anticipated period of performance for the resulting award is for 3 years, with up to 2 option periods following.
- It is ICF's disclosed accounting practice to recover contract-specific other direct costs (ODCs) and travel costs as a direct charge to any specific contract. Lodging, meals, and incidental costs were estimated to be in accordance with published per diem rates via the General Services Administration website. Any approved ODCs or travel expenses will be invoiced monthly as incurred at cost-plus applicable general and administrative.
- ICF reserves the right to move staff between labor categories and rates and substitute staff with equivalent or similar qualifications.
- ICF assumes a price adjustment will be granted each year for the labor rates. ICF also assumes the price adjustments will equal 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 ICF's contract renewal.
- ICF assumes that all work conducted under this contract will be time and materials with a fixed ceiling unless explicitly specified otherwise within a TO request or based on discussions between ICF, Arlington County, and any potential entity riding the contract.
- Should a different payment type be agreed upon (e.g., fixed price per deliverable), the rates specified above would not apply.
- ICF has provided two sets of rates: one for ICF advisory consulting services and one for ABM engineering and project implementation services. These are distinctly different services and types of work; therefore, to provide full transparency to the County and to recognize these differences, we have provided both of these rate cards for proposal.

We look forward to hearing from Arlington County about the status of our proposal. For any questions regarding our BAFO submission, please contact Jakub Zielkiewicz, Director, at 213-312-1797 or jakub.zielkiewicz@icf.com, Deb Harris, Senior Director, at 202-862-1574 or deb.harris@icf.com, or myself at 703-218-2713 or joe.moran@icf.com.

Sincerely,



Joseph C. Moran
Senior Contracts Manager