

**TREASURER OF ARLINGTON COUNTY, VIRGINIA
2100 CLARENDON BOULEVARD, SUITE 201
ARLINGTON, VA 22201
(703) 228-3255**

REQUEST FOR PROPOSALS

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY THE TREASURER OF ARLINGTON COUNTY UNTIL 3:00 P.M. ON THE 26TH DAY OF AUGUST 2022 VIA EMAIL TO: acooke@arlingtonva.us.

BANKING CONSULTING SERVICES

NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

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

The Treasurer of Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities.

Treasurer of Arlington County, Virginia

Andrew Cooke
Deputy Treasurer for Accounting and Treasury Management
RFP Administrator
acooke@arlingtonva.us

TABLE OF CONTENT

I. INTRODUCTION TO EVALUATION PROCESS..... 3

II. INFORMATION FOR OFFERORS 4

III. INTRODUCTION TO REQUEST FOR PROPOSAL FOR BANKING CONSULTING SERVICES 9

IV. SCOPE OF SERVICES..... 11

V. PROPOSAL REQUIREMENTS..... 13

VI. CONTRACT TERMS AND CONDITIONS 17

EXHIBIT C NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)..... 33

VII. ATTACHMENTS AND FORMS 35

PROPOSAL FORM 36

ATTACHMENT A – SPECIFICATIONS

ATTACHMENT B – INFORMATION GOVERNANCE QUESTIONNAIRE MATRIX

ATTACHMENT C – COST PROPOSAL

I. INTRODUCTION TO EVALUATION PROCESS

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

The Treasurer will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

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

MANDATORY REQUIREMENTS

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

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

BANKING CONSULTING SERVICES – TENTATIVE SCHEDULE

RFP ISSUANCE	JULY 26, 2022
QUESTION DEADLINE	AUGUST 5, 2022 at 5:00 p.m.
PROPOSALS DUE	AUGUST 26, 2022 at 3:00 p.m.
CONTRACT AWARD	TBD

2. QUESTIONS AND ADDENDA

All communications relating to this solicitation must be submitted via email to acooke@arlingtonva.us as RFP Administrator. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any Treasurer staff other than the RFP Administrator regarding this RFP.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY AUGUST 5, 2022 AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE POSTED FOR ALL OFFERORS. THE RFP ADMINISTRATOR WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any Treasurer employee other than a written Addendum or response by RFP Administrator.

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

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

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for goods and services, as defined in the Virginia Public Procurement Act. The content of the proposals and the identity of the Offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

6. NOTICE OF DECISION TO AWARD

When the Treasurer has made a decision to award a contract(s), the Treasurer will post a notice on its

website and by email to each Offeror.

7. TRADE SECRETS OR PROPRIETARY INFORMATION

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

8. FINANCIAL STATEMENT

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

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

9. DEBARMENT STATUS

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

10. CONFLICT OF INTEREST STATEMENT

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

11. EQUIVALENT EXPERIENCE AND REFERENCES

If an Offeror is unable to meet the experience and/or reference requirements of this solicitation, the Offeror may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager. The Project Manager’s resume must include a description of the previous project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

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

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

12. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

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

13. AUTHORITY TO TRANSACT BUSINESS

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

14. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the Treasurer will consider the proposal non-responsive.

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

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

15. INSURANCE REQUIREMENTS

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

16. ARLINGTON COUNTY BUSINESS LICENSES

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

business@arlingtonva.us.

17. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the Treasurer 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 Treasurer for the period of the contract, and the Treasurer 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 Treasurer may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

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

18. LIVING WAGE CONTRACT

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

19. RIDER CLAUSE

A. Extension to Other Jurisdictions

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

B. Inclusion of Governmental & Nonprofit Participants

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

C. Notification and Reporting

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

D. Contract Agreement

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

20. ELECTRONIC SIGNATURE

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

III. INTRODUCTION TO REQUEST FOR PROPOSAL FOR BANKING CONSULTING SERVICES

INTRODUCTION TO ARLINGTON COUNTY

Arlington County is a County in the Commonwealth of Virginia located in Northern Virginia on the south bank of the Potomac River directly across from Washington, D.C. Arlington is also bordered by Fairfax County and City of Falls Church to the northwest, west and southwest, and the City of Alexandria to the southeast.

INTRODUCTION TO THE TREASURER'S OFFICE

It is the mission of the Treasurer of Arlington County and the Treasurer's Office, as specified in the Code of Virginia, to collect state and local taxes and other revenues, to invest and safeguard the funds and to disburse the funds as directed by the Arlington County Board.

The Arlington County Treasurer is elected by the voters of Arlington. Organizationally, the Treasurer's Office has three divisions (Accounting & Treasury Management, Compliance, and Operations), plus the Administrative and Litigation division.

The Treasurer's Office is the primary fiduciary and contracting party for County bank and non-bank financial services per the Code of Virginia. All County bank accounts are opened and managed by the Treasurer's Office. The Treasurer's Office, in coordination with the County Department of Management and Finance, establishes and publishes the County's banking, cash management, payments, investment and custody policies. The Treasurer's Office oversees and manages balance levels at County operating banks, invests excess cash, and acquires cash management and payment services on behalf of other County departments.

Carla de la Pava, the current Arlington County treasurer, was first elected on November 4, 2014. Ms. De la Pava first joined the Treasurer's Office in 2008 and served as Chief Deputy Treasurer for six years, overseeing all aspects of the Treasurer's Office, including the installation of a new internet-based payment portal (CAPP), the implementation of technology solutions to improve customer service, and the expansion of debt collections through court actions, which brought in over \$6 million in delinquent taxes and debt owed to Arlington County.

BACKGROUND/PURPOSE OF SOLICITATION

The Treasurer seeks proposals from qualified consultants to conduct a thorough analysis of the Treasurer's existing banking services and to make recommendations that will result in operational efficiencies, reduced costs, and improved returns on balances. The consultant will be expected to assist with the creation of an RFP to solicit bids for the County's commercial banking services ("Banking Services RFP"). While the Treasurer will administer the Banking Services RFP in accordance with its procurement policies and procedures, the consultant will provide technical insight regarding the framework of the Banking Services RFP and develop scope, qualifications, and evaluation criteria, as needed by the Treasurer. The Banking Services RFP process should create a competitive environment between the banks and related financial services providers resulting in the most favorable pricing, terms, conditions, and technological efficiencies for the Treasurer. The consultant will participate in the selection of a banking service provider as well as negotiating fees and other industry-related terms and conditions with the selected provider or providers. The consultant must have demonstrated experience in treasury management consulting and have extensive knowledge regarding the treasury services required by municipalities.

It is anticipated that the resultant Banking Services RFP will be divided into the following Service Group categories, with bidders being given the opportunity to propose on any or all of the following:

Service Group 1	General Banking
Service Group 2	Lockbox Services
Service Group 3	Integrated Payables

Accordingly, the consultant should possess technical knowledge and analytical expertise pertaining to all of the Service Groups.

IV. SCOPE OF SERVICES

The Treasurer is requesting proposals for Banking Consulting Services meeting the primary objectives and listed below.

A. Required Product

The Consultant will serve as a Banking Services Consultant to the Treasurer regarding its banking services. Tasks include:

1. Preliminary Review
 - a) Review of current banking relationships, contracts, agreements, practices, and technological landscape
 - b) Review of current banking services, fees, and earnings, including:
 - Disbursement and Reconciliation services
 - Payables processing (check, e-payables, ACH, wires)
 - Fraud controls or processing
 - Payroll
 - Overnight investment products
 - Lockbox provider, services and invoices
 - Armored courier and safe provider, services and invoices
 - Collateralization of deposits
 - Fees analysis (based on compensating balances and earnings credit rates)
 - Merchant services (credit and debit card processing)
 - c) Evaluate current automated and manual processes and policies to evaluate opportunities for further automation and the consolidation of bank services (including trust, custody, and third party administrative banking relationships if economically feasible)
 - d) Examine the Treasurer's annual line-item services, volumes, and pricing and perform a comparison to actual prices paid within the treasury management industry
 - e) Consider the benefits of new banking innovations, services, products, and technologies
 - f) Identify cost or fee reduction options
 - g) Obtain a general understanding of Treasurer's existing software, banking portals, technology, and accounting infrastructure and systems
2. Make recommendations for services to be included in the RFP, to include
 - a) Provide recommendations and rationale on any other potential Service Groups per Preliminary Review
 - b) Elimination of unnecessary services
 - c) Use of new products and services to enhance technological and other efficiencies
 - d) Recommendations for earnings improvement on any overnight, short term or longer term balances

- e) Recommend the best service compensation option for Treasurer (earnings credit rate, interest, etc.)
 - f) Recommendations for separations of duties and fraud controls efficiency
 - g) Define cost reduction options
 - h) Propose a methodology for the Treasurer to monitor, analyze and consolidate bank account information (from all banking relationships)
 - i) Identify potential bidders for solicitation
3. Draft RFP for Banking Services and assist Treasurer while in market
 - a) Create a work plan and develop a timeline for the RFP process
 - b) Structure RFP based on recommended Service Groups
 - c) Draft and create RFP for Banking Services
 - d) Assist with answering bidder questions, issuing Addenda and administration of RFP process
 4. Manage initial evaluation of proposals
 - a) Develop evaluation criteria
 - b) Develop standardized evaluation forms for reviewers
 - c) Identify proposal discrepancies
 - d) Identify specific service compensation and cost reduction options
 - e) Opine on the sufficiency of pledged collateral of bidders
 - f) Provide written summary evaluation
 - g) Recommend finalists for interviews
 5. Participate in finalist Interviews with Treasurer
 - a) Coordinate and participate in interviews with finalists
 - b) Clarify proposal discrepancies
 - c) Prepare and pose technical questions
 - d) Design and ask price discovery, fee and cost related questions
 6. Make and produce written recommendations
 - a) Finalize quantitative analysis
 - b) Provide written qualitative assessment of strengths and weaknesses of finalists
 - c) Advise on implementation strategies and complexity
 - d) Provide a ranking of the finalists
 7. Assist with fees negotiation with selected bank or banks
 8. Contract Review
 - a) Serve as a subject matter expert to the Treasurer's legal team regarding all terms

specific to banking and financial services agreements

B. Minimum Qualifications

Consultant must demonstrate the following minimum qualifications in order to be considered for award of this project:

1. Extensive knowledge of commercial banking products and services, including but not limited to:
 - a) Treasury reporting
 - b) Controlled disbursements
 - c) Account reconciliation and positive pay
 - d) Lockbox operations
 - e) Collateralization of public funds
 - f) Compensating balances and earnings credit
 - g) Bank regulatory and statutory requirements
 - h) Bank security issues and fraud prevention
 - i) Federal Reserve System processes
2. Extensive knowledge of operations, platforms and technologies offered by leading local, national, or global financial institutions
3. Expertise in banking, treasury, depository, electronic funds transfer (wire, ACH), remote deposit EDI, lockbox, trust and escrow agreements for offices and localities similar in complexity to the Treasurer and Arlington County
4. Familiarity with banking-related software applications, vendors and pricing
5. Knowledge of industry products and practices to address accounting, regulatory aspects of treasury transactions, and structural banking issues
6. Project management capabilities
7. Understanding of integration and interface of treasury cash management systems with accounting software, banking services, and other technology platforms
8. Availability of tools for data analysis, RFP preparation, and vendor evaluation
9. Strong negotiation skills and history of successful contract negotiations

C. Services of the Consultant

The Consultant shall perform all necessary tasks to provide the Treasurer with the above stated "required product."

D. Treasurer Responsibilities

1. Compensate the Consultant as provided in the contract agreement.
2. Provide a lead Project Officer, who will represent the Treasurer and work with the Consultant. The Consultant shall communicate with the Project Officer who will provide the following services:
 - Process invoices submitted by the Consultant.
 - Act as coordinator between the Consultant and other Treasurer or County officers or employees.

V. PROPOSAL REQUIREMENTS

1. GENERAL

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

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

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

2. PROPOSAL SUBMISSION

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via email to the RFP administrator no later than the date and time specified in this solicitation. The RFP Administrator will not accept responses after the close date and time and will not accept emailed or faxed proposals.

ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN BY EMAIL TO THE RFP ADMINISTRATOR WILL BE ACCEPTED. The Treasurer is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.

Timely submission is solely the responsibility of the Offeror. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents emailed to the RFP Administrator by an Offeror become the property of the Treasurer upon receipt.

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

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

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

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

4. PROPOSAL STANDARDS

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

5. EXPENSES INCURRED IN PREPARING PROPOSAL

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

6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS

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

CRITERIA	WEIGHT
Subject matter expertise of Offeror	30
Suggested methodology and approach to required product	30
Experience and qualifications of proposed project team	25
Cost proposal	15

7. PROPOSAL SUBMITTAL ELEMENTS

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

7.1 EXECUTED FORMS

- a. Proposal Form: original as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Proposal: organized into the following four sections corresponding to above Evaluation Criteria:
 - 1. Offeror experience and subject matter expertise
 - 2. Suggested methodology and approach to project
 - 3. Experience of proposed project team
 - 4. Cost proposal

No section shall exceed 10 pages in length.

7.2 MANDATORY REQUIREMENTS

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

- a. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.
Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the Treasurer's draft Terms and Conditions.

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

VI. CONTRACT TERMS AND CONDITIONS

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

THIS AGREEMENT is made, on _____, between Contractor's name, Contractor's address _____ ("Contractor") a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the Treasurer of Arlington County, Virginia ("Treasurer"). The Treasurer 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)

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 Treasurer and the Contractor. The Treasurer 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 _____ . 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 Treasurer's Project Officer, who will be appointed by the Treasurer.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20____ ("Initial Contract Term"), subject to any modifications provided in the Contract

Documents. Upon satisfactory performance by the Contractor the Treasurer may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than _____ additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

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

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the Treasurer 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-month period ending in ____ of each year of the Contract.

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 Treasurer have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the Treasurer may terminate the Contract, whether or not the Treasurer has previously elected to extend the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the Project Officer, who will either approve the invoice or require corrections. The Treasurer 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.

8. REIMBURSABLE EXPENSES

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

9. * PAYMENT OF SUBCONTRACTORS

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the Treasurer attributable to the work performed by the subcontractor under this Contract; or

- b. Notify the Treasurer 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 Treasurer 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 Treasurer. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

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

11. * NON-APPROPRIATION

All payments by the Treasurer 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 Treasurer will terminate the Contract, without termination charge or other liability to the Treasurer, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the Treasurer 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 Treasurer for the period of the Contract; and the Treasurer 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 Treasurer 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 Treasurer 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 Treasurer or Arlington County contract(s), and the Treasurer may determine that it is in its best interest to procure the items or services through those contract(s).

13. * PURCHASE ORDER REQUIREMENT

Purchases are authorized only if the Treasurer issues a Purchase Order in advance of the transaction, indicating that the ordering Treasurer has sufficient funds available to pay for the purchase. If the

Contractor provides goods or services without a signed Treasurer Purchase Order, it does so at its own risk and expense. The Treasurer will not be liable for payment for any purchases made by its employees that are not authorized by the Project Officer.

14. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract may be required to pass Arlington County's standard background check. If required, the background check will include fingerprinting by the Arlington County Sheriff's Office and a credit check.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The Treasurer 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 Treasurer in a timely manner and at no additional cost to the Treasurer. 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 Treasurer's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the 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 Project Officer'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 Project Officer'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, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

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

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

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

19. * SEXUAL HARASSMENT POLICY

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

20. SAFETY

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

21. TERMINATION

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

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 Treasurer did not terminate; and must immediately deliver all documents related to the terminated Work to the Treasurer.

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

If any court of competent jurisdiction finds a termination for cause by the Treasurer 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 Treasurer determines that the Contractor has failed to perform satisfactorily, then the Treasurer 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 Treasurer ("Cure Period"). If the Contractor fails to cure within the Cure Period, the Treasurer 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 Project Officer within 30 days after the expiration of the Cure Period. The Treasurer 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 Treasurer for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the Treasurer must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the Treasurer 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 Treasurer 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 Treasurer for costs that the Treasurer 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 Treasurer will deduct such costs from any amount due to the Contractor; or if the Treasurer does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the Treasurer. This section does not limit the Treasurer's recovery of any other damages to which it is entitled by law.

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

B. TERMINATION FOR THE CONVENIENCE OF THE TREASURER

The Treasurer may terminate this Contract in whole or in part whenever the Treasurer determines that termination is in the Treasurer's best interest. The Treasurer 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 Treasurer, the Contractor must stop work on the date of receipt of the notice of the termination.

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the Treasurer, Arlington County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "Treasurer and 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 Treasurer for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the Treasurer, and failure to do so may result in the Treasurer withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the Treasurer and 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 Treasurer for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the Treasurer, and failure to do so may result in the Treasurer withholding such amounts from any payments to the Contractor under this Contract.

24. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the Treasurer 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 Treasurer requests to formalize such transfer or assignment.

The rights granted to the Treasurer 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 Treasurer's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

25. OWNERSHIP OF WORK PRODUCT

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

All work product, in any form, that results from this Contract is the property of the Treasurer and must be provided or returned to the Treasurer 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 Treasurer.

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 Treasurer's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

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

26. DATA SECURITY AND PROTECTION

The Contractor will hold Treasurer Information, as defined below, in the strictest confidence and will comply with all applicable Treasurer and 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 Treasurer. For purposes of this provision, and as more fully described in this Contract and in the Treasurer's Non-Disclosure and Data Security Agreement (NDA), "Treasurer 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) **Treasurer'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 Treasurer 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 Treasurer networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the

Project Officer upon request.

- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to Treasurer Information and Treasurer networked resources by itself or its Designees. Use of Treasurer 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 Treasurer Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection.** The Contractor will protect the Treasurer'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 Treasurer a copy of its data security policy and procedures for securing Treasurer Information and a copy of its disaster recovery plan(s). If requested by the Treasurer, 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 Treasurer Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store Treasurer Information into hard drives must provide data-at-rest encryption. The Treasurer's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of Treasurer information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the Treasurer'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 Treasurer, return all Treasurer Information to the Treasurer in a format defined by the Project Officer. The Treasurer 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 Project Officer.

- (f) **Notification of Security Incidents.** The Contractor must notify the Treasurer Chief

Information Officer and Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of Treasurer 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 Treasurer Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing Treasurer Information and a copy of its disaster recovery plan(s).

27. * ETHICS IN PUBLIC CONTRACTING

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

28. * TREASURER EMPLOYEES

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

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

30. * AUTHORITY TO TRANSACT BUSINESS

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

31. * RELATION TO TREASURER

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the Treasurer. The Treasurer will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The Treasurer 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 Treasurer will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

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

Contract.

33. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

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

34. AUDIT

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

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

35. ASSIGNMENT

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

36. AMENDMENTS

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

37. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is

incorporated herein by reference, or any applicable Treasurer or Arlington County policy.

38. * DISPUTE RESOLUTION

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

39. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

40. ARBITRATION

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

41. NONEXCLUSIVITY OF REMEDIES

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

42. NO WAIVER

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

43. SEVERABILITY

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

44. * ATTORNEY'S FEES

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

45. SURVIVAL OF TERMS

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

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance

of the Contract or limit the sections' scope.

47. AMBIGUITIES

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

48. NOTICES

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

TO THE CONTRACTOR:

TO THE TREASURER:

_____, Project Officer

49. ARLINGTON COUNTY BUSINESS LICENSES

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

50. * NON-DISCRIMINATION NOTICE

The Treasurer does not discriminate against faith-based organizations.

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 Treasurer or County web sites or for the Treasurer or County's presence on third- party web sites, the Contractor must perform such work in compliance with ADA.

52. ADA COMPLIANCE

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

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

53. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the Treasurer 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 \$100,000/100,000/500,000. The Treasurer will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- f. Additional Insured – The Treasurer and Arlington County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- g. 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 Treasurer 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.
- h. 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.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.
- j. Cyber Liability - \$2,000,000 Per Occurrence.

The Contractor must disclose to the Treasurer the amount of any deductible or self-insurance component of any of the required policies. With the Treasurer'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 Treasurer with its most recent actuarial report and a copy of its self-insurance resolution.

The Treasurer 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 Treasurer.

The Treasurer'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 Treasurer for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

54. 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:

TREASURER OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: Carla de la Pava _____

NAME: _____

TITLE: Treasurer _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (“Contractor”), hereby agrees that the Contractor will hold Treasurer and 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 Treasurer, the County, their employees, contractors, residents, clients, patients, taxpayers and property as well as information that the Treasurer or County shares with the Contractor for testing, support, conversion or other services provided under the Agreement or that may be accessed through other Treasurer or County-owned or -controlled databases (all of the above collectively referred to as “Treasurer or County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the Agreement, the Contractor agrees that it will maintain the privacy and security of Treasurer or County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to Treasurer or County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any Treasurer or 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 Treasurer or 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 Treasurer or 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 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 Treasurer or County Information and the integrity of Treasurer or County-networked resources.

Contractor agrees to take strict security measures to ensure that Treasurer or County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which Treasurer or County Information is stored, even

temporarily, will have strict security and access control. Any Treasurer or County Information that is accessible will not leave Contractor's work site or the Treasurer or County's physical facility, if the Contractor is working onsite, without written authorization of the 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 Treasurer or County and connected to the Treasurer or County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any Treasurer or County Information except as agreed to by the parties and then only onto a Treasurer or 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 Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of Treasurer or County Information, security breach, hacking or other breach of this agreement, the Treasurer, County's or Contractor's security policies, or any other breach of Project protocols concerning data security or Treasurer or County Information. The Contractor will fully cooperate with the Treasurer or 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 Treasurer or 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 *NonDisclosure and Data Security Agreement* and related data security provisions in the Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of Treasurer or County information and Treasurer or 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 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 Treasurer or County Information to the Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

VII. ATTACHMENTS AND FORMS

TREASURER OF ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE TREASURER VIA EMAIL TO THE RFP ADMINISTRATOR, acooke@arlingtonva.us, NOT LATER THAN 3:00 P.M., AUGUST 26, 2022.

FOR PROVIDING BANKING CONSULTING SERVICES PER THE SOLICITATION.

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

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL
ADDRESS:

THIS ENTITY IS INCORPORATED
IN:

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:

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

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

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

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY WRITTEN RESPONSES OR ADDENDA, IS THE ELECTRONIC COPY THAT IS RECEIVED VIA EMAIL FROM THE RFP ADMINISTRATOR/

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

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

NAME (PRINTED): _____ TITLE: _____

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

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

PROPOSAL FORM, PAGE 3 OF 4

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

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to the Treasurer of Arlington County in response to its Request for Proposal, and on behalf of the Offeror certify that:

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

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

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

(Seal)

Notary registration number: _____

My commission expires: _____