

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

REQUEST FOR PROPOSALS NUMBER 153-10

SEALED PROPOSALS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201, UNTIL 2:00 P.M. ON THE 16TH DAY OF SEPTEMBER, 2010 FOR:

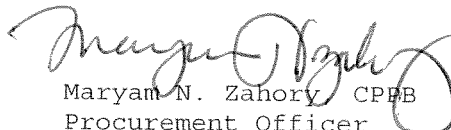
PROVISION OF ARCHITECTURAL SERVICES AND PRELIMINARY FEASIBILITY STUDIES FOR REHABILITATION OR CONSTRUCTION OF VARIOUS PROPERTIES, ON AS-NEEDED BASIS, FOR UP TO A FIVE (5) YEAR PERIOD.

Proposals will not be publicly opened.

AN ADVANCE NONREFUNDABLE FEE OF \$5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

Arlington County, Virginia
Office of the Purchasing Agent


Maryam N. Zahory CPFB
Procurement Officer
mzahory@arlingtonva.us

SPEC

INTRODUCTION

Arlington County, Virginia is soliciting proposals from offerors having experience and qualifications in the area identified in this solicitation. Proposals must contain evidence of the offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by the County may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the offeror's expertise in the area of this solicitation.

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The selection committee will rely primarily on the proposals submitted in selection of finalists and, therefore, offerors must emphasize specific information considered pertinent to the project and submit all information requested. The County may make award of this Contract or initiate negotiations with one or more offerors without further contact with other offerors. Evaluation of the proposals will include the criteria listed elsewhere in this solicitation.

SCOPE OF SERVICES

The Contractor shall provide architectural, civil, mechanical, electrical engineering, structural engineering, landscaping, asbestos abatement monitoring, and other service as may be required for the successful completion of the assigned project. Some projects may involve review of new documents and/or construction oversight of residential projects. Project assignments under this contract may involve one or more of the following work items.

THE CONTRACTOR SHALL:

1. Assess current conditions by conducting on-site inspections of buildings and sites identified by the County to evaluate status of structural, mechanical, electrical and plumbing systems, site improvements, life expectancy of major components, and other elements which are identified as a result of the inspections to be important to a determination of the level of rehabilitation needed, and provide a written report of findings.
2. Provide project-specific data including, by way of illustration and not limitation: land surveys (for example, property lines, legal description, and easements): description of project (number and size of apartment units; common areas; and other spaces; type of construction; conformity with zoning requirements); and other information as may be required by individual project assignments.
3. Conduct special studies including, by way of illustration and not limitation: energy audits; Phase I environmental assessments and reports; historic preservation documentation; feasibility studies, and other studies as may be required by individual project assignments.
4. Provide a written description of recommended improvements based on the County's desired level of rehabilitation or improvement of the property covered by the assignment. The County will work with the Contractor to establish parameters for determining the level of rehabilitation work at the beginning of the project assignment.
5. Prepare plans and specifications for building and implementing the level of rehabilitation or improvement established by the County.
6. Review construction services for individual project assignments, including by way of illustration and not limitation, providing construction inspection services.
7. Prepare detailed cost estimates for the implementation of the improvements included in final plans and specifications for individual project assignment.

ACCESS BY THOSE WITH PHYSICAL DISABILITIES

All improvements or construction of buildings and facilities projects assigned to the Contractor under this contract shall be designed in compliance with the most current edition of the Virginia Uniform Statewide Building Code (VUSBC). The cover sheet of all plans developed for the assignment shall clearly indicate this requirement and shall indicate the

applicable edition of the VUSBC utilized by the designer.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of the project assignment under this contract shall, unless otherwise provided for in the individual assignment, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.
- Submission of electronic documents is encouraged, whenever feasible.

EXPECTED CONTRACT ACTIVITY:

The Contractor shall provide some or all of the above referenced tasks for each assigned project.

The Contractor may be assigned to perform work under this contract which will require communication with the persons with limited knowledge of English language.

EXTENSION OF CONTRACT PERMITTED TO PROPERTY OWNERS:

If the County does not purchase design services or other work items listed above for a specific project, the property owner may, with the concurrence of the Contractor, enter into separate agreement(s) with the Contractor to provide such services for the completion of the assignment. The agreement between the Contractor and the property owner shall incorporate the scope of work and contract rates established in the contract between the County and the Contractor resulting from this solicitation. The property owner is responsible for complying with procurement requirements from their federal and/or state funding sources for their projects prior to using this contract.

EXTENSION OF CONTRACT PERMITTED TO CDBG RECIPIENT ORGANIZATIONS

The majority of the assignments under this contract will be for projects funded through Federal Community Development Block funds; HOME funds; and/or the County's Affordable Housing Investment Fund. Sub-recipient organizations receiving Community Development Block Grant (CDBG) funding through the County may, at their discretion and with the concurrence of the Contractor, enter into separate agreement(s) with the Contractor to provide services for their projects funded with CDBG, HOME, Affordable Housing Investment Fund, or other funds. The agreement between the Contractor and the sub-recipient organization shall incorporate the scope of work and the contract rates established in the contract between the County and the Contractor resulting from this solicitation. The sub-recipients are responsible for complying with procurement requirements from their federal and/or state funding sources for their projects prior to using this contract.

MINIMUM QUALIFICATIONS REQUIREMENTS

At a minimum, offerors shall have one (1) employee registered with the Commonwealth of Virginia as an architect, professional engineer, land surveyor, or certified landscape architect, or any combination thereof.

Offerors shall have a minimum of four (4) years of experience with the Section 8, VUSBC 2005 Code, ADA Act, Energy Audits, and Arlington County Building and Zoning Codes.

Offerors shall have at least one (1) full time staff that have native level proficiency in written and spoken Spanish language, or have such resource through subcontracting arrangements.

PROPOSAL REQUIREMENTS

Offerors shall submit their proposals with the required information in the order listed:

- A. PROPOSAL COVER PAGE: All proposals will have a cover page that includes the RFP no and the name of the offeror and any project
- B. One proposal
- C. One (1) copy of the Proposal Form provided in this solicitation, which is clearly marked "Original" with the original longhand signature in blue ink.
- D. The name, telephone number, and email address of the person who can respond authoritatively to any questions regarding the proposal
- E. EXECUTIVE SUMMARY: Include a narrative describing the firm's understanding of the scope of the work and a discussion of the approaches to be used in achieving the objectives of the work. Identify anticipated challenges and/or barriers to completion.
- F. Offerors shall complete and submit with their proposals AIA Form No. 254 and AIA Form No. 255, specifically targeting the work covered by this solicitation.
- G. Resumes of all Contractor and subcontractor (if any) key personnel proposed to be assigned to work on the project;
- H. At least three (3) references, including name and telephone number of reference contact person, identifying recent experience (within the past five years) in the design of affordable multi-family or single family rehabilitation, residential renovation and/or new construction projects and other community development renovation and construction projects funded with federal, state, and local funds;
- I. In providing estimates of probable cost and advise if this work is to be done by the offeror or by a subcontractor (include name and telephone number of contact person of reference);. If the work is to be done by a subcontractor, provide the experience and references of the subcontractor as listed in paragraph 2 above; and
- J. At least three (3) references, including name and telephone number of reference contact person, which demonstrate that the offeror has recent experience (within past five years) with:
 - 1. HUD Section 8 Housing Quality Standards,
 - 2. ICC Code,
 - 3. Historic Preservation
 - 4. Leadership in Energy and Environmental Design (LEED™) standards
 - 5. ATBCB Guidelines and Requirements for Accessible Design,
 - 6. Americans with Disabilities Act,
 - 7. Energy audits and energy conservation techniques, and
 - 8. Arlington County zoning and land use regulations and Building codes;

- K. Identification of any work called for under this solicitation which is intended to be performed by subcontractors (e.g., conducting Phase I environmental reports, electrical engineering, and cost estimating), and the experience, with at least three references as above, of each subcontractor performing such work;
- L. At least three recent references and experience (within the past five years)
- M. A sample of a preliminary feasibility study, including line item cost estimates, for a multi-family housing development that the Offeror has prepared for a client.
- N. List of any staff members who speak Spanish.
- O. A list of any staff members who are LEED certified.

EVALUATION CRITERIA

A selection committee will review and evaluate all replies and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The selection committee will rely on responses in selection of finalists and, therefore, respondents should emphasize specific information considered pertinent to the project and submit all information they wish the County to consider. The selection committee may make award of this Contractor or initiate negotiations with one or more offerors without further contact with other offerors. Evaluation of the responses will include the following criteria:

1. The extent to which the response meets the requirements of the solicitation and the extent to which the respondent is likely to be able to achieve the desired results.
2. Experience and history of the firm in the particular area of affordable multi-family rehabilitation, new construction using public funding, and State-assisted rehabilitation and the particular disciplines covered by the solicitation.
3. Qualifications and experience of assigned staff members.
4. The capability, integrity, and reliability of the respondent.
5. Understanding of the project and the County's objectives, including environmentally sensitive design (i.e. energy efficiency/energy saving/green building perspective).
6. Other evaluation criteria described or included by reference in this solicitation.
7. Exceptions to the County's Contract Terms and Conditions.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

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

AGREEMENT NO. 153-10

THIS AGREEMENT is made, on the date of execution by the County, between _____ ("Contractor"), a [Insert Name of State] [Corporation, General Partnership, Limited Partnership, etc.] authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement No. 153-10, Exhibit A (Scope of Work) and Exhibit B (Fee Schedule and Billing Rates). 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 shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is provision of architectural and related multi-disciplinary services and mechanical, electrical and plumbing engineering and related multi-disciplinary services for various projects in Arlington County. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's 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 shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

3. PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the general control, review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. The Contractor shall not comply with requests and/or orders issued by other than the Project Officer or designee. However, it shall

be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

4. **STANDARD OF CARE**

In the performance or furnishing of professional services hereunder, the Contractor and all its agents, shall exercise the degree of skill and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care").

5. **RESPONSIBILITY OF THE CONTRACTOR**

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Exhibit A (Scope of Services) or services provided, which are discovered within a twelve-month period of final completion of Work.

6. **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

The County's review, approval, or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

7. **CONTRACT TERM**

Work under this Agreement will commence upon execution of this Agreement and be completed no later than ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice Of Award authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

8. **CONTRACT AMOUNT**

The County will pay the Contractor for each assigned Project in accordance with the terms of the Payment paragraph and Exhibit A and based on the approved by the County Total Project Amount. This amount will be derived from the Contractor's Billing Hourly Rates as illustrated in Exhibit B.

The Contractor agrees that the total payment will not exceed the approved Total Project Amount, regardless of the number of hours

spent in the performance of the tasks or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the approved Scope of Work for the assigned project, unless it is approved in writing by the County Project Officer. The Total Project Amount includes all of Contractor's General Conditions cost and fee (Profit).

9. PAYMENT

Payment will be made monthly by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

10. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit * and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit unless otherwise agreed.

11. REIMBURSABLE EXPENSES

No expenses except those identified in this Agreement as project related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within 30 days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

The total amount paid for project related expenses shall not exceed the amount shown in Exhibit *.

12. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

13. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

14. COUNTY EMPLOYEES

No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. 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. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's 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 violations of 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. CERTIFICATION REGARDING LOBBYING

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Cooperative agreement, subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. The subrecipient shall require that the language of this certification be included in the award documents for all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

18. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.

19. COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase

order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

20. **ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

21. **ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and 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 purchase 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.

22. **FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to, fires, riots, rebellions, natural disasters, wars, or an act of God , beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to, fires, riots, rebellions, natural disasters, wars, or an act of God, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

23. **ASSIGNMENT**

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

24. **APPLICABLE LAW**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

25. **AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the term of this Contract.

26. **INSURANCE REQUIREMENTS**

The Contractor shall agree to maintain all required coverage during the term of this Contract.

27. **ACCESSIBILITY OF WEB SITE**

If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>

28. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

29. **ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

30. **RELATION TO COUNTY**

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

31. **DISPUTE RESOLUTION**

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

32. **ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

33. **PATENTS AND ROYALTIES**

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

34. CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

35. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work under this Contract.

36. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts 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 the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

37. AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

38. PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

39. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

40. CONTRACT EXTENSION PRICE ADJUSTMENTS

The Contract unit price(s) shall remain firm for the first thirty six (36) months of the Contract Term. The Contract unit price(s) for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. The unit prices of labor cost for each Subsequent Contract Term shall be determined by the County as hereinafter described in this paragraph. Any percentage of increase or decrease in negotiated prices for Subsequent Contract Terms shall not exceed: i) the percentage increase or decrease of the U.S. Department of Labor, Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) the twelve (12) month period ending in December of each Contract Year; or ii) five percent (5%); whichever percentage is lower.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of any Subsequent Contract Term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

41. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of

report pages (reports with glued bindings that meet all other requirements are acceptable);

- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

42. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

43. NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

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

The Contract shall remain in force for the Contract Term or

Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or

subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

45. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

46. NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

Richard D. Warren, Jr., Purchasing Agent
Arlington County
Suite 500, 2100 Clarendon Boulevard
Arlington, Virginia 22201

NONEXCLUSIVITY OF REMEDIES

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

48. HEADINGS

Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

49. AMENDMENTS

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

50. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

51. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

52. SURVIVAL OF TERMS

In addition to section in this Contract which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION.

53. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

(CONTRACTOR)

TAXPAYER
ID (EIN)

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

NAME AND
TITLE: _____

DATE: _____

DATE: _____

AGREEMENT NO. 266-10

EXHIBIT A

SCOPE OF WORK

TO BE NEGOTIATED WITH THE SUCCESSFUL OFFEROR(S)

AGREEMENT NO. 266-10
EXHIBIT B

FEE SCHEDULE AND BILLING RATES

TO BE NEGOTIATED WITH THE SUCCESSFUL OFFEROR(S)

INSTRUCTIONS TO OFFERORS

1. ADDITIONAL INFORMATION

All questions regarding this solicitation shall be submitted to the Procurement Officer, Maryam Zahory at mzahory@arlingtonva.us , in the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE DEADLINE FOR RECEIPT OF PROPOSALS.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate County contact for technical information, bidders are cautioned that any written or oral representations made by any County or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether an oral or written representation of any County or other person requires that an amendment be issued, contact the County Purchasing Office in writing at mzahory@arlingtonva.us.

2. PROPOSAL FORM SUBMISSION

One proposal with a proposal form containing an original longhand signature and five (5) additional copies, which may include a photocopy of the signed proposal form (six copies total), shall be submitted in hand in a sealed envelope to the Office of the Bid Clerk no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the offeror, proposal submission date, time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Bid Clerk. Proposals received in the Office of the Bid Clerk after the time and date specified in the solicitation will not be opened or considered. Proposals not submitted in the number of copies requested are subject to immediate rejection. Facsimile transmissions of proposals will not be accepted.

Failure to submit a proposal with a fully completed Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. Proposals and all documents related to this solicitation submitted to the County by an Offeror or a prospective Offeror shall, upon receipt by the County, become the property of the County.

3. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in the Commonwealth shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

4. INCOMPLETE DOCUMENTS

The Contractor, as an Offeror, is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its proposal, and having notified the County Purchasing Agent immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the solicitation documents.

If a potential Offeror downloaded an electronic version of the solicitation documents, such potential Offeror is responsible for determining the accuracy and completeness of the electronic documents.

If the Contractor proceeds with any activity that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the County Purchasing Agent, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the County.

5. REGISTRATION OF PROFESSIONAL SERVICE PROVIDERS

A person, corporation, partnership or other entity offering or engaging in the practice of the professions of architecture, professional engineering, land surveying, or certified landscape architecture, or any combination thereof shall not offer to provide or provide such services to the County unless they are registered with the Commonwealth of Virginia State Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board) in accordance with the Code of Virginia, Sections 54.1-411 (business entities) or 13.1-549 (professional corporations), or unless they are exempt from registration because of their status as

a sole proprietorship as defined in the statute. Submission of a signed offer shall be certification that the offeror has the required registration or is exempt from the requirement. Proof of registration or exemption shall be provided to the County within twenty-four hours of demand. For further information on the requirement for registration, contact the Board at the Virginia Department of Commerce, 3600 West Broad Street, Richmond, Virginia 23230, telephone number (804) 367-8500.

6. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal, such expenses to be borne exclusively by the offeror.

7. OFFEROR INVESTIGATIONS

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

8. QUALIFICATION OF OFFERORS

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The offeror may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County.

9. TWO-STEP EVALUATION

Evaluation of responses shall be a two step process. The first step consists of scoring the responses of all offerors to create a short list of those deemed most qualified to perform the work. Two or more of the highest scoring offerors will be included in the short list. The scores for the first step are solely to identify those who will proceed to the second step. The second step is the selection of the finalist(s) from the short listed offerors. The second step selection will be based on an evaluation of either the short listed offerors' interviews and oral presentations, or the quality of responses to the County's request for additional information, or a combination of these factors. The scores received by the finalists in the step one evaluation will not be used in step two except as a tie breaker.

10. DEBARMENT STATUS

By submitting a proposal, the offeror certifies that it is not

currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, or the federal government, and is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, or the federal government.

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code, if applicable. For information on the provisions of this chapter and its applicability to this Contract, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, Arlington, Virginia, Telephone Number (703) 228-3060.

12. PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the County prior to the time and date set for the receipt of proposals or unless the County fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for receipt of proposals.

13. ALTERNATE INSURANCE COVERAGE
If the offeror does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the County, may be considered. Written requests for consideration of alternate coverages must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of proposals. If the County denies the request for alternate coverages, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of proposals.
14. PARKING
At most County locations, parking for the Contractor's vehicles is not provided by the County. A Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any work site(s).
15. TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
16. PROPOSAL STANDARDS
Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:
- All copies shall be printed on at least 30% recycled-content and/or tree free paper;
 - All copies shall be double-sided;
 - Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
 - The use of plastic covers or dividers should be avoided; and
 - Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.
17. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION
More than one proposal received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing

that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

18. EQUIVALENT EXPERIENCE AND REFERENCES

If a bidder or offeror is not able to meet the experience and reference qualifications required under this solicitation, the bidder or offeror may submit a resume indicating the experience and reference qualifications of the proposed project manager for the work, acquired under the project manager's prior employer(s). Such information shall clearly identify the project manager's experience and reference qualifications in performing the work covered by this solicitation. All information provided shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the identification of the prior employer(s) for each identified project.

The County will request additional information if required, and will make a determination as to the acceptability of the experience and reference qualifications of the proposed project manager as a substitute to part or all of the reference and experience qualifications required in the solicitation.

If a contract is awarded based on this section, the Contractor shall not substitute the named project manager for the duration of the contract unless the substitute project manager has equivalent qualifications approved by the County.

19. COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICES

This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Professional Services" as defined in the Arlington County Purchasing Resolution.

20. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the County.

21. INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the completed signed Agreement covering the Work which is entered into between the County and the Contractor.

A. General

1. The Contractor shall not start Work under this Contract

until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the County; nor shall the Contractor allow any subcontractor to start Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the County Purchasing Agent of an original, signed certificate of insurance or, alternately, at the County's request, certified copies of the required insurance policies.

2. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
3. All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."
4. No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
5. Arlington County, its officers, elected and appointed officials, and employees, are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the County, its elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

6. The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
7. The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its Work called for by the Contract Documents. This indemnification shall survive the termination of this contract.

This indemnification shall continue in full force and effect until the Contractor completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the County for which the County gives notice to the Contractor after the County's final acceptance of the Work.

8. The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted Work, until final acceptance of the Work by the County.
9. Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
10. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the

County from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
 12. Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
 13. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
 14. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 13 above.
 15. The County may consider deductible amounts as part of its review of the financial stability of the Contractor. All deductibles shall be assumed by the Contractor.
- B. CONTRACTOR'S INSURANCE - OCCURRENCE BASIS:
The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

1. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - a. General aggregate limit is to apply per project;
 - b. Premises/Operations;
 - c. Actions of Independent Contractors;
 - d. Products/Completed Operations to be maintained for two (2) years after completion of the Work;
 - e. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this Contract;
2. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement; and
3. Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and automobile contractual liability.
4. Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

C. PROFESSIONAL/MISCELLANEOUS ERRORS AND OMISSIONS

The Contractor shall carry Professional/Miscellaneous Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount shown in the Insurance Checklist.

1. Professional Liability (E & O) Policy. Minimum liability limits shall be \$1,000,000 Per Loss and \$2,000,000 Total all Losses.
2. Limits must be dedicated to work performed under this contract only, otherwise approved by the Arlington County Risk Manager. The policy of insurance shall contain or be endorsed to include the following:
 - a. "Covered Professional Services" designated by the professional liability policy as such must specifically include work performed under this contract. Any exclusions affecting work performed under this contract must be deleted, (i.e. lead asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.)

- b. The policy form must "Pay on behalf of" rather than "Indemnify" the insured.
- c. Policy must state bankruptcy or insolvency of the insured does not relieve insurance company of its obligations.
- d. Any phrase with the intent of "The company has no duty to defend or indemnify against any claim or suit expressly excluded from coverage" must be stricken. Insurance company must have the "Right and Duty" to defend.
- e. For any claims related to this project, the consultant's insurance shall be primary insurance as respects Arlington County, its representatives, officials, and employees. Any other insurance or self-insurance maintained by Arlington County or General Contractor shall be excess and noncontributory of the consultant's insurance.
- f. The policy shall not contain any provision or definition serving to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured or employees of the premises owner; or employees of the general contractors to which the insured is subcontracted; or employees of the insured's subcontractor.
- g. Any self-insured retention must be replaced by use of a deductible; except with prior approval by the Arlington County Risk Manager, the deductible shall not reduce the limits of liability.
- h. Any failure to comply with reporting or other provisions of the policy, including breach of warranties, shall not affect indemnity provided to Arlington County and its representatives, officials, and employees.
- i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (60) sixty days prior to written notice by certified mail, return receipt requested, has been given to Arlington County.
- j. Consultant shall include all subcontractors as insureds under its policy or shall furnish separate certificates, policies and endorsements for each subcontractor the consultant intends to use.

9. COMMERCIAL GENERAL OR OTHER LIABILITY INSURANCE - CLAIMS-MADE BASIS:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- 1) Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' Work under this Contract, or
- 2) Purchase an extended (minimum two [2] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

E. ALTERNATIVE COVERAGES - SELF INSURANCE

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are acceptable to the County.

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 153-10

P R O P O S A L F O R M

PROPOSALS WILL BE RECEIVED IN THE OFFICE OF THE BID CLERK, SUITE 511,
2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201 NOT LATER THAN 2:00 P.M.,
SEPTEMBER 16, 2010

FOR PROVIDING ARCHITECTURAL AND ENGINEERING PER THE FOREGOING
SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS,
WHICH SHALL INCLUDE ANY AMENDMENTS THERETO, IS THE HARD COPY OF THE
DOCUMENTS AVAILABLE FROM THE OFFICE OF THE PURCHASING AGENT.

AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS ALSO IS AVAILABLE FROM
THE COUNTY'S WEBSITE AT: <http://www.arlingtonva.us/purchasing>.
HOWEVER, SUCH ELECTRONIC COPY IS SUBJECT TO AN IMPORTANT DISCLAIMER
WHICH ALL POTENTIAL OFFERORS MUST ACKNOWLEDGE ONLINE BEFORE THE
DOCUMENTS CAN BE DOWNLOADED.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND
COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING
DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED
ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

1. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN SIX
(6) COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS
COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE A PROPOSAL
FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND _____
ADDITIONAL COPIES, WHICH MAY INCLUDE A PHOTOCOPY OF THE SIGNED
PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM SHALL BE FIRST
PAGE OF THE ORIGINAL PROPOSAL.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN
RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL
(PROJECT MANAGER).

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 shall not be subject to
public disclosure under the Virginia Freedom of Information Act.
However, Section 4-111 of the Arlington County Purchasing Resolution
states that the offeror must invoke the protection of this section
prior to or upon submission of the data or other materials, and must

identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

State the specific reason(s) why protection is necessary:

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-110 of the Purchasing Resolution. Accordingly, effective upon the award of 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, any act of collusion with another person (as defined in the Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE REQUEST FOR PROPOSAL TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE OFFEROR, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

SUBMITTED BY: (LEGAL NAME OF FIRM)			
ADDRESS:			
CITY/STATE/ZIP:			
TELEPHONE NO:		FACSIMILE NO.:	
TAX ID NUMBER (EIN/SSN):			
THIS FIRM IS A: • INSERT NAME OF STATE ____ CORPORATION, ____ GENERAL PARTNERSHIP, ____ LIMITED PARTNERSHIP, ____ UNINCORPORATED ASSOCIATION, ____ LIMITED LIABILITY COMPANY, ____ SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:			
ANY OFFEROR EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS PROPOSAL WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED			
IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING OFFERS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?			
OFFEROR STATUS:	MINORITY OWNED:	WOMAN OWNED:	NEITHER:

CONFLICT OF INTEREST STATEMENT

The offeror must provide a statement regarding potential conflict of interest as described below. The certification shall accompany the response to this solicitation and shall be in the form below, signed by a principal of the offeror's firm and notarized.

The offeror certifies that neither the offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the County as a result of this solicitation.

If the offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public.

The offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of services furnished by the offeror under any contract award made as a result of this solicitation.

FIRM NAME: _____

SIGNED BY: _____

NAME/TITLE: _____

DATE: _____

(INSERT NOTARIZATION)

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

COVERAGES REQUIRED			LIMITS (FIGURES DENOTE MINIMUMS)
X	1	WORKERS' COMPENSATION	STATUTORY LIMITS OF VIRGINIA
X	2	EMPLOYER'S LIABILITY	\$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT
X	3	COMMERCIAL GENERAL LIABILITY (CGL)	\$1,000,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
	4	PREMISES/OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE
X	5	AUTOMOBILE LIABILITY	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	6	OWNED/HIRED/NON-OWNED VEHICLES	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	7	INDEPENDENT CONTRACTORS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
	8	PRODUCTS LIABILITY	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	9	COMPLETED OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	10	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$500,000 CSL BI/PD EACH OCCURRENCE
	11	PERSONAL AND ADVERTISING INJURY LIABILITY	\$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE
X	12	UMBRELLA LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY
X	13	PER PROJECT AGGREGATE	\$1 MILLION PER OCCURRENCE/CLAIM
	14	PROFESSIONAL LIABILITY	
X		A ARCHITECTS AND ENGINEERS	\$1 MILLION PER OCCURRENCE/CLAIM
		B ASBESTOS REMOVAL LIABILITY	\$2 MILLION PER OCCURRENCE/CLAIM
		C MEDICAL MALPRACTICE	\$1 MILLION PER OCCURRENCE/CLAIM
		D MEDICAL PROFESSIONAL LIABILITY	\$1 MILLION PER OCCURRENCE/CLAIM
X	15	MISCELLANEOUS E&O	\$1 MILLION PER OCCURRENCE/CLAIM
	16	MOTOR CARRIER ACT END. (MCS-90)	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	17	MOTOR CARGO INSURANCE	
	18	GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19	GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20	INLAND MARINE-BAILLIE'S INSURANCE	\$
	21	MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	22	DISHONESTY BOND	\$
	23	BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
	24	XCU COVERAGE	ENDORSEMENT TO CGL
	25	USL&H	FEDERAL STATUTORY LIMITS
X	26	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT	
X	27	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION	
X	28	THE COUNTY SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY	
X	29	CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE	

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: _____

AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with contract insurance requirements.

BIDDER NAME: _____

AUTH. SIGNATURE: _____

Solicitation #153-10

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		ALEXANDRIA, VIRGINIA			MANASSAS, VIRGINIA
		ALEXANDRIA PUBLIC SCHOOLS			CITY OF MANASSAS PUBLIC SCHOOLS
		ALEXANDRIA SANITATION AUTHORITY			MANASSAS PARK, VIRGINIA
		ARLINGTON COUNTY, VIRGINIA			MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
		ARLINGTON COUNTY PUBLIC SCHOOLS			METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
		BOWIE, MARYLAND			METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
		BLADENSBURG, MARYLAND			MONTGOMERY COLLEGE
		CHARLES COUNTY PUBLIC SCHOOLS			MONTGOMERY COUNTY, MARYLAND
		COLLEGE PARK, MARYLAND			MONTGOMERY COUNTY PUBLIC SCHOOLS
		CULPEPER COUNTY, VIRGINIA			OMNIRIDE
		DISTRICT OF COLUMBIA			PRINCE GEORGE'S COUNTY, MARYLAND
		DISTRICT OF COLUMBIA COURTS			PRINCE GEORGE'S PUBLIC SCHOOLS
		DISTRICT OF COLUMBIA PUBLIC SCHOOLS			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX, VIRGINIA			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX COUNTY, VIRGINIA			PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
		FAIRFAX COUNTY WATER AUTHORITY			PRINCE WILLIAM COUNTY SERVICE AUTHORITY
		FALLS CHURCH, VIRGINIA			ROCKVILLE, MARYLAND
		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT			SPOTSYLVANIA COUNTY SCHOOLS
		FREDERICK, MARYLAND			STAFFORD COUNTY, VIRGINIA
		FREDERICK COUNTY, MARYLAND			TAROMA PARK, MARYLAND
		GAITHERSBURG, MARYLAND			UPPER OCCOCHAN SEWAGE AUTHORITY
		GREENBELT, MARYLAND			VIENNA, VIRGINIA
		HERNDON, VIRGINIA			VIRGINIA RAILWAY EXPRESS
		LEESBURG, VIRGINIA			WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
		LOUDOUN COUNTY, VIRGINIA			WASHINGTON SUBURBAN SANITARY COMMISSION
		LOUDOUN COUNTY PUBLIC SCHOOLS			WINCHESTER, VIRGINIA
		LOUDOUN COUNTY SANITATION AUTHORITY			WINCHESTER PUBLIC SCHOOLS

VENDOR NAME: