

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

REQUEST FOR PROPOSALS NUMBER 449-06

Sealed proposals will be received in hand in the Office of the Arlington County Purchasing Agent, in Suite 500, #1 Courthouse Plaza, 2100 Clarendon Boulevard, Arlington, VA 22201, until 2:00 p.m. on the 27TH day of December, 2006 for:

ARLINGTON COUNTY WILL RECEIVE PROPOSALS FOR PROVISION OF SCANNING, AND INDEXING OF ARCHITECTURAL AND OR STRUCTURAL CONSTRUCTION PLANS RECORDS. THIS WILL INCLUDE SCANNING DOCUMENTS AND CREATING A FLAT FILE INDEX IN PREPARATION FOR THE IMPORT INTO THE COUNTY'S RECORDS REPOSITORY BASED ON HYLAND'S ONBASE DOCUMENT MANAGEMENT SOFTWARE.

At time, date, and place above, proposals will be 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 does not discriminate against faith-based organizations.

Arlington County, Virginia

Maryam Zahory
Procurement Officer

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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 includes 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 following criteria:

- The extent to which the proposal meets the requirements of the solicitation and the extent to which the offeror is likely to be able to achieve the desired results;

- Experience and history of the offeror in the particular disciplines covered by the solicitation;

- Qualifications and experience of assigned staff members;

- The capability, integrity, and reliability of the offeror;

- The methodology proposed;

- Understanding of the project and the County's objectives; and

- Other evaluation criteria described or included by reference in this solicitation.

- And the cost of the services to be provided.

SCOPE OF SERVICES

Arlington County is soliciting proposals from qualified Offerors for the provision of scanning, and indexing of architectural and or structural construction plans records. This will include scanning the documents and creating a flat file index in preparation for the import into the County's records repository based on Hyland's OnBase document management software.

Overview

Arlington County's Department of Community Planning, Housing and Development ("CPHD") Inspection Services Division ("ISD") works with the customers who are applying for building permits and is submitting architectural and/or structural construction plans under the Virginia Code. The Uniform Statewide Building code sets standards for the structural, elevator, electrical, mechanical, and plumbing and fire protection components of construction. Before construction can begin, the owner/builder must receive approval from the County of detailed construction plans that ensure they comply with Virginia Code. Plans for each trade must be submitted for review to the appropriate section within the Inspection Services Division. Approval is given in the form of a permit for each construction trade to be undertaken.

ISD of CPHD manages the permit plan books and architectural, trades, and building drawings for new and renovated building sites. By law CPHD must retain such documents as architectural, trades and renovation drawings. With the increases in the development activity in recent years in the County (and forecasted for the future), the need for resources and storage becomes of particular importance. In addition, CPHD faces increased requests from the public for archived documentation, but has limited resources and storage space to be able to efficiently respond. Currently, these hard copy records are stored in the office or in the garage level storage room, consuming costly office space and are vulnerable to theft and misuse, high risk of fire and water damage, and deterioration due to exposure to the weather elements. Backfile conversion of these documents into a digitized format that would enable CPHD users to perform search and examinations of records online as well as providing online storage by utilizing the County's Enterprise Records Management System (ERMS) platform and thus providing better retrieval, security, backup and recovery procedures.

Objectives of Project

The following are the objectives that County wants to achieve under this contract:

- The Contractor shall inventory each document for completeness and assess the quality of the document to be scanned. Tally all the pages for the conversion effort.
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- The Contractor shall create image/index files(s) for the import into ERMS per County guidelines.
- The Contractor shall scan and index each document values according to the County guidelines. The County guidelines for indexing require a minimum of 2 and a maximum of 10 index fields for each document type. The County will also provide the keywords that are to be entered as the index values.
- The Contractor shall ensure efficient and accurate document retrievals from ERMS online.

- The Contractor shall maintain the integrity of the construction documents in their original order and condition. All documents shall be re-bound and re-stapled in their original order and condition.
- The Contractor shall proactively manage the document inventory to avoid misplacement and or damage to the documents.
- The Contractor shall provide Total Quality Assurance by inspecting each document individually. The inspection shall verify the accuracy of indexing and resolution of scanning.

STATEMENT OF WORK

I. Overview of the Documents

The documents that shall be scanned under this Contract are completed permit plans that have already been approved by CPHD. The following groups of documents are included in the scope of this contract:

#	GROUP TYPE	Size	Sheets
1	Permit Application (Building, Demolition, Electrical, Elevator, Fire, Home Improvement License, Mechanical and Residential Small Appliance)	8 X 11	70,000 Sheets = 1 Page Each
2	Plans (Architectural Drawing)	18 X 24, 24 X 36, or 36 X 48	180,000 Sheets = 900 plan * Average of 200 pages
3	Third Party Engineering Reports	8 X 11	20,000 Sheets = 500 pages * 40 Binders
4	Elevator Inspection Reports	8 X 11	20,000 Sheets = 500 pages * 40 Binders
5	Cross Connection Reports	8 X 11	10,000 Sheets = 500 pages * 20 Binders
6	Code Modification Request	8 X 11	5,000 Sheets = 500 pages * 10 Binders
7	Certificate of Occupancy Application	8 X 11	9,000 Sheets = 1 Page Each
8	Maximum Occupancy Load Sign/ Capacity Certificate	8 X 11	2,500 Sheets = 500 pages * 5 Binders
TOTAL: 8 X 11 = <u>136,500 (AVG)</u>		TOTAL: 18 X 24, 24 X 36, or 36 X 48 = <u>180,000</u>	

Table 1: Type and Quantities of CPHD Documents

By utilizing indices that are entered as documents are stored, County staff will be able to pull any and all documents associated with an address or permit number. This will eliminate the time staff has to spend looking for the appropriate document within the many storage areas of the County. Individual pages within a larger document can be updated with a new scanned image when necessary. The following are benefits that would be achieved following completion of this contract:

- Easier retrieval of necessary documents by County staff to better serve County constituents;

- Reduction in the physical space needed for storage of large documents;
- Quicker approval of permits as previously submitted documents can be viewed online without resorting to looking for the paper copy;
- Electronic distribution of plans to interested parties.

II. Overview of ERMS

- A. ERMS will be used by CPHD for the retrieval of final and approved permits. New construction and renovation projects that are not yet complete will still use paper copies until the project has become final. Once the project is complete the final documents are eligible to be scanned into the ERMS system. The County ERMS solution utilizes OnBase Product Suite 5.2.
- B. All scanning must be done at the CPHD offices or at the County Government sites as approved by the CPHD Director. Once scanned all documents shall be returned to the County in their original condition.
- C. The Contractor shall conduct an inventory of all documents available for the scanning. Documents can range in size from 8" x 11" to 36" x 48". Some documents are in order and are in an acceptable condition to be scanned. Other documents may be out of order, folded or creased and may be more difficult to scan. The inventory shall include an estimate of the total number of pages to be scanned, their sizes and details of their condition.
- D. The Contractor shall take an inventory of individual document groups, identify damaged or missing pages and notify the County. The County will locate the missing and repair the damaged documents. After the completion of the inventory phase the Contractor shall prepare the documents for the scanning.
- E. The Contractor shall establish a document handling process to enable ISD staff in CPHD to track the scanned documents electronically as needed throughout the process.
- F. The Contractor shall provide Total Quality Assurance by inspecting each image individually to guarantee its integrity and quality. Additionally, the Contractor shall create a document from the indices loaded into the ERMS, OnBase product. This document shall be a fixed field, text, comma-separated file as defined by the County.

III. General Requirements

A. Preparing High-Level Project Plans

The Contractor shall create a document that will list the milestone of the key deliverables, reflecting on the necessary tasks to be performed by both the Contractor and the County for the successful implementation of the scanning and indexing process. The Contractor shall provide cost and time estimates for each category of documents listed in the Tables (1 and 2).

B. Inventory of Documents to be scanned

The Contractor shall conduct an inventory to ascertain the completeness and condition of each document or document groups to be scanned. It shall be noted if any of the pages are missing or

are in poor condition that necessitate repairs. A matrix of such documents will be provided to the County at the end of the Inventory process.

C. Scanning of Documents

The Contractor shall load each scanned, indexed and prepare the inventoried document into the County's ERMS enterprise solution.

D. Quality Assurance

The Contractor shall provide one hundred percent (100%) quality assurance to all the work performed under this contract. This includes checking each and every document to ensure that the indices have been entered correctly and that the document is legible, readable and the document is referenced in the system.

E. Prepare images for import into ERMS

Images shall be prepared for the import into OnBase, the County's enterprise ERMS solution. Contractor shall provide data files in a fixed field, text, comma-separated file with data aligned to the County provided format.

F. Post-scanning Document Handling

All documents shall be returned to their original state after the scanning and Total Quality Assurance processes. This includes re-stapling the documents or re-bounding them if necessary.

G. Prepare Documentation

The Contractor shall submit documentation that is consisting of a journal that records the status of each processed document and the location where the hardcopies are kept. The documentation shall also include an identification of all business requirement decisions made by County or Contractor personnel during the course of the project (scope changes, interpretations of requirements, etc). This documentation shall be submitted to the County Project Officer after the acceptance of completed tasks but prior to the project completion.

H. Conduct Training

The Contractor shall prepare training materials and provide County staff with the necessary documentation to take over the scanning process after the end of the contract period.

IV. Specific Requirements

Onsite Scanning

The Offerors shall provide the scanning equipment that meets the requirements of this RFP.

Acceptance Test

Acceptance Test includes but is not limited to:

- Image Quality
- Accuracy of Indexing
- Post-scanning document handling

Acceptance Test will determine the Contractor's ability to accomplish the work in full.

- The County will determine the results of the test.

- If the results are acceptable the County will issue a Notice to Proceed.
- The Contractor shall begin the work within two (2) weeks of the receipt of the Notice to Proceed.
- In the event of unsuccessful test result the Contractor will be given up to two (2) additional attempts for the modifications to successfully complete the final acceptance test.
- In the event that the Contractor fails to successfully pass the Acceptance Test after the two (2) additional attempts the Contractor shall be required to pay the County \$500 for each additional attempt. These charges, if applicable, may be deducted from any payments due to the Contractor.
- The County will not permit more than three (3) additional tests.
- All the scanned documents that are imported into ERMS shall pass the Acceptance Test.
- Failure to pass the Acceptance Test at this stage may result in termination of the contract and the Contractor shall reimburse the County all amounts disbursed to them thus far.

Inventory

1. The Contractor shall conduct an inventory of the documents received for scanning and prepare an inventory list. The list will contain such details as:
 - a. Document Number
 - b. Street address
 - c. Document Type
 - d. Number of Pages
 - e. Condition of the Document
 - f. Missing Pages
2. The Contractor shall present the inventory to the County for review by the ISD staff. Allowing at least 2 weeks for the staff to resolve any issues discovered during the inventory phase.

Document Preparation

1. The Contractor shall present a plan to the County that will outline procedures that would be followed for scanning the documents under this contract.
2. The plan shall be revised periodically as needed with the consultation from the County Project Officer.
3. The Contractor shall submit a report to the County Project Officer that identifies documents without clearly identifiable index fields or documents that have been damaged or documents

that are missing. The report shall be sorted by the permit numbers.

Indexing

1. The Contractor shall follow the indexing scheme that the County has set forth for each document group and document type.
2. The Contractor shall deliver an index file compatible with the County's document management system that contains the index values for each scanned document. After the scanning is complete, the County Project Officer will upload this index file into the County's document management system in preparation for the quality assurance process.
3. The index file shall be fixed field, text, and comma-separated document.
4. The Contractor shall create conversion file(s) for the import into ERMS via OnBase Document Import Process (DIP). All errors in import files such as the invalid keywords, duplicates, wrong field order, missing fields, excess field length, etc. shall be corrected as necessary.

F. Scanning

1. With the prior approval from the County Project Officer the Contractor shall provide and set up his own scanning equipment at the County site.
2. The Contractor shall scan all documents according to the priority order provided by the County's Project Officer.
3. The Contractor shall adhere to the County file naming conventions when files are created of scanned documents and the files shall be created in .tif format.
4. The Contractor shall deliver all scanned documents on CD's to be imported into the ERMS product and return the original documents in its original condition.
5. The Contractor shall remove all scanning equipment from the county site and ensure that all clutter is picked up from the location.

G. Quality Assurance

1. The Contractor shall develop a plan to validate every image and its index values for readability and accuracy. Present the plan to the County Project Officer for approval.
2. The Contractor shall prepare a report of discrepancies for the County Project Officer and a plan devised to correct them.
3. The Contractor shall repeat the quality assurance process on the corrected documents until all discrepancies are identified and resolved.

H. Post-scanning Document Handling

The Contractor shall re-staple and re-bound documents in the same order in which they were originally presented to the Contractor.

V. Reporting Requirements

The Contractor shall keep the County Project Officer assigned to this project informed of the progress, issues, and recommendations throughout the period of performance. In addition, the Contractor shall conduct a formal weekly meeting with the County Project Officer to deliver a written status report and inform him/her of progress, problems and/or issues that may arise. All recommendations, schedules and reports should be provided in both paper and electronic media (e-mail; Microsoft Project and Microsoft Word format).

VI. Performance Standards

The Contractor's performance will be evaluated based on the following standards:

- A. The Contractor shall attend a project initiation meeting.
- B. The Contractor shall attend status meetings and be consistent in providing detailed status reports on assigned duties.
- C. The Contractor shall produce accurate and easy to read documents that clearly communicate findings and/or recommendations.
- D. The Contractor shall complete tasks in the time allotted. Contractor will adhere to mutually agreeable timeframes for task execution. Delays and/or extensions are granted only by increases or changes in scope or through priority changes authorized by the county.
- E. The Contractor shall allow time and provide a means for knowledge transfer to County staff.
- F. The Contractor shall provide timely, monthly, detailed invoices which clearly document the amount of work performed, the professional service rates, the period covered, and products delivered.
- G. The Contractor will be considered successful if they satisfactorily complete the required deliverables on or before the scheduled due date.

VII. Proposal Format Requirements

The proposal from the Offerors shall be assembled in accordance with the following format:

A. Executive Summary

B. Corporate Overview

In this section, the Offeror is instructed to include information of interest to the County in assessing the Offeror's stability, reliability, and integrity. Such information will include:

1. An overview of the company's background and history

2. Its philosophy and corporate vision

3. A statement of the organization's key competencies in relation to this procurement

4. Statement of alignment of this solicitation with the corporate strategy statement of the financial stability of the organization, including longevity, IT-related revenues, number of employees, number of engagements similar to this procurement, etc. Statement of awards, recognition, and accolades the Offeror has received. of appreciation from former and current customers

C. Understanding Requirements

In this section the Offeror shall demonstrate their understanding of scope and goals of the procurement and the tasks that support those goals. The County is not interested in a verbatim restatement of the requirements of the RFP, but rather in the extent to which the Offeror understands the scope of the project and can bring to light issues, risks, and considerations which are not readily apparent to the County. The County is interested in information that would be helpful in assessing the "value-added" by engaging the Offeror for the completion of the project.

D. Exceptions to Requirements

In this section, the Offeror shall state any exceptions they may have to the requirements of the work to be performed or other terms and conditions set forth in the RFP.

E. Approach to Meeting Requirements

The Offeror shall describe their understanding of the requirements and their technical approach to meeting the requirements of the solicitation. Essentially, this section should describe the Offeror's recommended solution in terms of methods, processes, equipment and qualifications of staff used.

F. Project Management Plan

In this section, the Offeror shall describe the planning and control techniques the Offeror proposes to apply to ensure the project remains on track and the desired outcomes are achieved.

1. Task Plan/Schedule

The Offeror shall describe in graphical format the high-level tasks and sub-tasks to be performed, milestones to be achieved, and types of resources utilized. Include the task name, start date, finish date, and type(s) of resource assigned. The County is not interested in a fully completed task plan at this point, but rather a breakdown of task and sub-task (2 levels), and completion dates for milestones and deliverables.

2. Staffing Plan

The Offeror shall describe the organization of the project team, including both County and Offeror staff, ideally in an organization chart format. Additionally, describe the project team roles and responsibilities, including both County and Offeror staff.

3. Assessment of Risks and Issues

In this section, the Offeror shall identify any risks and/or issues that would impede the successful achievement of the project objectives. Include the proposed approach to mitigating those risks and managing and/or resolving the identified issues.

4. Project Schedule

The Offeror shall describe in graphical format using Microsoft Project, the high-level tasks and sub-tasks to be performed, milestones to be achieved, and types of resources utilized. Include the task name, start date, finish date, and type(s) of resource assigned. The County is not interested in a fully completed task plan at this point, but rather a breakdown of task and sub-task (2 levels), and completion dates for milestones and deliverables.

VIII. Costs

The Offeror shall propose cost estimate based on the number and type of documents listed in Table 1. Since the condition of the documents may have an impact on the cost the following is a list of document conditions:

- Creased documents on each size of document
- Documents with complete index fields
- Documents with missing index fields
- Heavily and moderately damaged documents

The proposal shall contain the elements presented in the following table:

#	GROUP TYPE	SIZE	HOURS	RATE	TOTAL
1	Permit Application (Building, Demolition, Electrical, Elevator, Fire, Home Improvement License, Mechanical and Residential Small Appliance)	8 X 11		\$	\$
2	Plans (Architectural Drawing)	18 X 24, 24 X 36, or 36 X 48		\$	\$
3	Third Party Engineering Reports	8 X 11		\$	\$
4	Elevator Inspection Reports	8 X 11		\$	\$
5	Cross Connection Reports	8 X 11		\$	\$
6	Code Modification Request	8 X 11		\$	\$
7	Certificate of Occupancy Application	8 X 11		\$	\$
8	Maximum Occupancy Load Sign/Capacity Certificate	8 X 11		\$	\$

Table 2: Document Type and Size

Offeror shall also provide:

- A cost for the setup of equipment at the County sites

- Hourly rates for the scanning of the documents
- Provide details on how “less than perfect” documents will be included in the scanning process.

IX. Planning Assumptions

In this section, the Offeror shall state any assumptions made during the planning process that might impact the project schedule or cost estimates.

The following assumptions are reasonable to make:

- County staff will require 5 business days to review a deliverable
- County staff will be available 25% (2 hours per day) to attend meetings or perform research in support of the project.

X. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Extent to which the Offeror has the necessary experience and qualifications to perform the services solicited and the extent of the Offeror’s proposed staff’s technical and management skills and capacity to perform the tasks.
- The Offeror’s prior experience in completion of similar projects in the past three years.
- Extent to which the Offeror understands the objectives and tasks that needs to be completed and it’s approach is likely to meets the requirements of this solicitation and is likely to achieve the desired result and risks are managed
- Evaluation of the total cost for completion of the project, including the proposed rates and the number of hours required to complete the work

SPECIAL CONDITIONS

CONTRACT DOCUMENTS

Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. 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 the Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer who shall be appointed by the Director of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of 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 default 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.

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.

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.

PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

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.

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.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

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.

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 shall be solely the responsibility of the Contractor.

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.

INSTRUCTIONS TO OFFERORS

ADDITIONAL INFORMATION

Technical questions relating to this solicitation shall be submitted in writing to Rob Billingsley at rbillingsley@arlingtonva.us, Fax Number (703)228-3304. A copy of any questions submitted must be forwarded to the Procurement Officer, Maryam Zahory, mzahory@arlingtonva.us, Fax Number (703)228-3409.

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 Fax Number (703)228-3409.

General contractual questions regarding this solicitation shall be submitted to the Maryam Zahory, Procurement Officer, at mzahory@arlingtonva.us, Fax Number (703)228-3409.

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 (6 copies total), shall be submitted in hand in a sealed envelope to the Office of the Purchasing Agent 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 Purchasing Office. Proposals received in the Office of the Purchasing Agent 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.

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.

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.

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.

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.

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.

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.

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, 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.

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.

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.

PARKING

At most County locations, parking for the Contractor's vehicles is not provided by the County. The Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the sites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. You may purchase the ParkSmart card at Arlington County Commuter Services Commuter Stores, the Arlington County Treasurer's Office, or online at www.commuterdirect.com. For more information on the use of this payment device, visit www.parkarlington.com or call 703-228-7433.

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.

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.

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.

COMPETITIVE NEGOTIATION FOR GOODS AND SERVICES OTHER THAN PROFESSIONAL SERVICES

This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Goods and Services" as defined in the Arlington County Purchasing Resolution. Under this procedure, the content of the proposals, and the identity of the offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

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.

GENERAL TERMS AND CONDITIONS

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.

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, sexual orientation, 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.

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.

INDEMNIFICATION

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 negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

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.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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.

LIABILITY

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 strikes, fires, riots, rebellions, or Force Majeure, 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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

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.

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. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS

In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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.

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.

DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all

related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING 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.

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.

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.

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 pursuant to this Agreement.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - 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." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of \$1,000,000.

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.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

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 shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

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 submitted to and acceptable to the County.

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 449-06**

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

PROPOSALS WILL BE OPENED AT 2:00 P.M., DECEMBER 27, 2006

FOR PROVIDING SCANNING AND INDEXING OF COUNTY RECORDS 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](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 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 5. 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): _____ TEL. NO.: _____

E-MAIL ADDRESS: _____

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 4-110 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 (under Virginia Code 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 (Va. Code §18.2-498.1 et seq.).

THIS PROPOSAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE OFFEROR, OR THE PROPOSAL WILL BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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?					
OFFEROR STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER: