

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT**

**INVITATION TO BID NO. 23-DPR-ITB-601**

**ADDENDUM NO. 1**

Arlington County Invitation to Bid No. 23-DPR-ITB-601 for Shuttle Van Services is amended as follows:

- I. CHANGE THE BID DUE DATE AND TIME TO JUNE 5, 2023 AT 3:00 PM.**
- II. SECTION III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS, PARAGRAPH 61. INSURANCE REQUIREMENTS IS REPLACED IN ITS ENTIRETY AS FOLLOWS:**

**61. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$5,000,000 combined single-limit (owned, non-owned and hired).
- d. Employee Dishonesty Liability - \$500,000 per occurrence.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

**III. REPLACE THE INSURANCE CHECKLIST ON PAGES 6 AND 7 OF THE BID FORM IN ITS ENTIRETY WITH THE FOLLOWING:**

**INSURANCE CHECKLIST**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".**

**COVERAGES REQUIRED  
MINIMUMS**

**LIMITS (FIGURES DENOTE**

- X1. Workers' Compensation**.....Statutory limits of Virginia
- X2. Employer's Liability**.....\$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- X3. Commercial General Liability**..... **\$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate**
  - Premises/Operations.....\$1, Million CSL BI/PD each occurrence, \$ 2 Million annual aggregate
  - Independent Contractors.....\$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
  - Products Liability..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
  - Completed Operations..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
  - Contractual Liability (Must be shown on Certificate.... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
  - Personal and Advertising Injury Liability.....\$1 million each offense, \$2 Million annual aggregate
  - Moving and Rigging Floater.....Endorsement to CGL
  - XCU Coverage.....Endorsement to CGL
- X4. Automobile Liability**.....**\$5 million CSL BI/PD each accident, Uninsured Motorist**
  - Owned/Hired/Non-Owned Vehicle.....\$5 million BI/PD each accident, Uninsured Motorist
  - Motor Carrier Act (MCS-90) and CA9948 (or equivalent) Endorsements .....\$ 2 million BI/PD each accident, Uninsured Motorist
- 6. Umbrella/Excess Liability**.....**\$1 million Bodily Injury, Property Damage and Personal Injury**
- 7. Per Project Aggregate for \_\_ General Liability or \_\_ Umbrella/Excess Liability (check coverage)**
- 8. Professional Liability/ Errors and Omission (E&O)**
  - Architects and Engineers.....\$1 million per occurrence/claim
  - Asbestos Removal Liability .....\$3 million per occurrence/claim
  - Medical Malpractice.....\$2.55 million per occurrence/claim or the statutory VA annual claim cap whichever is greater
  - Miscellaneous E&O.....\$1 million per occurrence/claim
- 9. Motor Cargo Insurance**.....\$ \_\_\_\_\_ (to the total value of the goods being transported)
- 10. Garage Liability**.....**\$1 million Bodily Injury, Property Damage per occurrence**
- 11. Garage Keepers Liability**.....**\$1Million Comprehensive, \$1 Million Collision**
- 12. Inland Marine-Bailee's Insurance**..... \$ \_\_\_\_\_ (maximum value of goods under Contractor's care)
- X13. Crime Liability/ Employee Dishonesty insurance or Dishonesty Bond**.....**\$500,000**  
(Maximum value of revenue or goods that can be taken at one time)
- 14. Builder's Risk**.....\$ \_\_\_\_\_ (Provide Coverage in the full amount of contract)
- 15. USL&H**.....**Federal Statutory Limits**
- X16. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent**
- X17. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.**
- X18. The County shall be named Additional Insured on all policies except Workers Compensation, Errors, and Omissions/Professional Liability and auto.**
- X19. Certificate of Insurance shall show Bid Number and Bid Title.**
- 20. Environmental Impairment Liability, including coverage of on-site clean up**.....**BI/PD \$3 Million per occurrence or \$6 Million Aggregate**
  - a. If work requires clean up, remediation, and/or removal of bio -solids, bio-hazards waste, and any hazardous or toxic material via transportation request Business Auto Liability add #16 from this checklist.
- 21. Cyber insurance with Technology E&O**..... **\$2 Million per occurrence**

**22. OTHER INSURANCE REQUIRED:**

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**BIDDER'S STATEMENT:**

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

BIDDER NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Kaylin Schreiber  
Procurement Officer

**RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:**

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 23-DPR-ITB-601.**

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_