



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

REQUEST FOR PROPOSALS (RFP) NO. 21-DPR-RFP-67

INDOOR AQUATIC CENTER POOL MIANTENANCE AND REPAIR SERVICES

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#). REGISTRATION IS NOT REQUIRED TO DOWNLOAD THE RFP. IN ORDER TO SUBMIT A RESPONSE TO THIS RFP, REGISTRATION IS REQUIRED. ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED ON AUGUST 26, 2020 AT 2:00 P.M. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

THERE IS A NON-MANDATORY PREPROPOSAL CONFERENCE ON AUGUST 3, 2020 AT 10:00 A.M.

[Join Preproposal Conference Microsoft Teams Meeting](#)
[+1 347-973-6905](#) United States, New York City (Toll)
Conference ID: 988 897 250#

The Preproposal Conference is to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Offerors are encouraged to attend.

Proposals will not be publicly opened.

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

Arlington County, Virginia
Office of the Purchasing Agent

Tomoka Price

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Procurement Officer
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I. INTRODUCTION TO EVALUATION PROCESS

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

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

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

MANDATORY REQUIREMENTS

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

II. INFORMATION FOR OFFERORS

1. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of **RFP No.21-DPR-RFP**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

RFP No. 21-DPR-RFP-67 – TENTATIVE SCHEDULE

RFP ISSUANCE	July 27, 2020
PREPROPOSAL CONFERENCE	August 3, 2020 at 10:00 a.m.
QUESTION DEADLINE	August 6, 2020 at 5:00 p.m.
PROPOSALS DUE	August 26, 2020 at 2:00 p.m.
CONTRACT AWARD	TBD
CONTRACT COMMENCEMENT	TBD

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY AUGUST 6, 2020, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ALLOW QUESTIONS TO BE POSTED AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County’s technical contact, that appear to change any portion of the solicitation, unless the change is subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. OFFERORS’ RESPONSIBILITY TO INVESTIGATE

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

3. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

4. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

5. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

6. TRADE SECRETS OR PROPRIETARY INFORMATION

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

7. FINANCIAL STATEMENT

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

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

8. DEBARMENT STATUS

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

9. CONFLICT OF INTEREST STATEMENT

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

10. EQUIVALENT EXPERIENCE AND REFERENCES

If an Offeror is unable to meet the experience and/or reference requirements of this solicitation, the Offeror may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager. The Project Manager's resume must include a description of the previous

project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

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

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

11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

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

12. AUTHORITY TO TRANSACT BUSINESS

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

13. EXCEPTIONS TO TERMS AND CONDITIONS

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

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

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

14. INSURANCE REQUIREMENTS

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

15. ARLINGTON COUNTY BUSINESS LICENSES

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

16. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

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

17. OPTIONAL RIDER CLAUSE

A. Extension to Other Jurisdictions

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

B. Inclusion of Governmental & Nonprofit Participants

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

C. Notification and Reporting

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

D. Contract Agreement

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

18. ELECTRONIC SIGNATURE

If awarded, the Offeror will be required to sign the final Agreement electronically through the County's e-signature solution, DocuSign.

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 21-DPR-RFP-67

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to provide indoor aquatic center pool maintenance & repair services for the Long Bridge Aquatics & Fitness Center. All services shall be provided in accordance with the specifications contained herein and attached hereto.

BACKGROUND/PURPOSE OF SOLICITATION

Arlington County's Long Bridge Aquatics & Fitness Center is scheduled to open in 2021. The Long Bridge Aquatics & Fitness Center is a 90,000 square foot facility located at Long Bridge Park, 333 Long Bridge Drive, Arlington, Virginia 22202. The facility features three bodies of water:

- A 50-meter pool (Pool A), to include, a 1-meter, 3-meter, and 5-meter diving tower and a 1-meter diving boards;
- A leisure pool (Pool B), to include, a splash pad with interactive play features, a waterslide, lazy river, and four 25-yard lap lanes; and
- A spa (Pool C)

This full-service contract will ensure the pools and associated equipment receive the proper maintenance.

IV. SCOPE OF SERVICES

The Contractor shall furnish all labor, supervision, equipment, tools, parts, materials, and transportation necessary to perform indoor pool maintenance and repair services required by the County. Maintenance service on the County's pools, spa and pool equipment shall include, but not limited to Mechanical upkeep, quarterly inspections, operation, circulation, disinfection, water clarity, filters, pool-heating systems, pumps, chemical treatment, testing, and ordering. The Contract shall also provide on-call emergency and non-emergency repair services.

The Contractor shall maintain all pool equipment to meet the [Arlington County Water Facilities Ordinance](#) and to Manufacturers Specifications for the equipment listed in Exhibit B. The contract will include all ongoing maintenance on all of the swimming pools, spa, and associated pool equipment, distribution piping, pumps, heaters, pool lighting, pool drains, controls, filters, and backwash devices and provide any deficiencies to the County Project Officer.

The Contractor shall provide all necessary pool chemicals and all SDS sheets for all chemicals and dosing limits prior to treatment being performed.

- A. Quarterly Pool Maintenance and Inspection:** The Contractor shall be responsible for identifying and complying with the manufacturer standards and specifications when applicable within this section. Contractor shall also be responsible for:
1. Complete quarterly maintenance and inspection visits to be conducted on non-consecutive days, unless otherwise requested with 24 hours' notice.
 2. Perform the maintenance between the hours of 8 a.m. and 5 p.m.
 3. Attend one scheduled meeting each quarter with the Project Officer during regular business hours to discuss the status of the pool.
 4. Complete and provide a written report to the Project Officer either digitally or hardcopy that shall include:
 - a. Chemical levels
 - b. Services performed
 - c. Description of parts installed and reason for replacement
 - d. The names of the chemicals used and amount of each
 - e. The total hours per visit
 5. Complete and provide a Swimming Pool Chemical Testing Log per [Arlington County Water Facilities Ordinance](#)
 6. Perform tests for chlorine, pH balance, cyanuric acid, alkalinity, calcium hardness, and total dissolved solids per manufacturer standards.
 7. Complete a backwash as needed per manufacturer's standards.
 - a. Minimum backwash standard: 296 Gallons per Minute (GPM)
 - b. Maximum backwash rate: 394 Gallons per Minute (GPM)
 8. Calibrate chemical controller as needed per manufacturer's specifications.
 9. Check Axiall Water Treatment products (AccuTab and Acidrite) feeder for proper operation per manufacturers specifications.
 10. Provide chemicals as needed for proper operation of pool in accordance with the [Arlington County Water Facilities Ordinance](#)
 11. Fill chlorine tab (AccuTab) feeder and AcidRite tabs as needed per manufacturer's specifications.
 12. Check filter media in Neptune Benson solid filter.

13. Check Sparger system and ensure proper operation.
14. Check evacuation system air flow and ensure proper operation.
15. Evaluate all play equipment/fountains and water slide
16. Check timing system for proper operation

B. Chemicals and Filtration Media: The Contractor shall provide the following pool chemicals and filtration media below upon the request of the County Project Officer.

Chemical
Sodium Bisulfate Acid-Rite Tablets or Similar
Calcium Hypochlorite AccuTab Calcium Hypochlorite or Similar
Recommended Filtering
Ultra Violet Bulbs ETC UV Chamber Compatible
Defender Regenerative Media or Similar

C. Repairs

The Contractor shall provide repair service on demand as required and requested by the County. Repair services shall be performed in accordance with the following:

1. Contractor shall provide to the County a “not-to-exceed” written price estimate, when requested, for the repair work. The price estimate shall include the number of man-hours and itemized cost for materials.
2. If the Contractor is unable to perform the repair within the required period of time as specified by the County, or if the Contractor’s price estimate is considered unreasonable, the County reserves the right to obtain the repairs from other sources.
3. Work shall not commence on the repair until written authorization is received by the Contractor from the County.
4. Contractor shall perform all on-demand non-emergency corrective maintenance within twenty-four (24) hours from receipt of maintenance request.
5. Repair work performed by Contractor that, upon inspection, is not acceptable to the County, shall have the repair completed at no cost to the County.
6. Damage to equipment caused by the Contractor’s negligence shall be repaired by either the Contractor or, if Contractor cannot make the repair, by the designated manufacturer’s representative.

D. Emergency Repairs:

1. The Contractor shall have qualified personnel at the site of the needed repair within two (2) hours from the time the call for the emergency repair is received by the Contractor.
2. The Contractor shall provide a written estimate to complete the repair and must obtain prior written authorization by the County to proceed with the repair.
3. Equipment emergency repairs performed by the Contractor will not require a written estimate. However, the Project Officer must be notified of the cost prior to commencing work on the repair.
4. The County reserves the right to request bids for repairs, modifications and/or equipment replacement from other sources.
5. Procedures for After Hours Emergency Requests:
 - a. After hours Emergency requests are defined as a phone call to the Contractor, from

a County representative, for service between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday. Weekend emergency requests are defined as a phone call to the Contractor, from a County representative, between the hours of 5:00 p.m. Friday until 7:00 a.m. Monday.

- b. For an after-hour emergency, Contractor shall, upon receiving notification from the County of an emergency, have a technician on site within four (4) hours.
- c. The Contractor shall report to the Aquatic Center facility's front desk to obtain a Contractor Key for access, and a Contractor Identification badge for each employee who will be working.
- d. The Contractor shall return the badge(s) and keys to the facility's front desk upon completion of each day's work.
- e. A ticket showing hours worked and a list of material used for the repair shall be either provided at the site immediately at the completion of repairs, or by 4:00 p.m. the next business day scanned and emailed to the County Project Officer.

E. Material and Workmanship:

1. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the County on a case-by case basis, provided each part is warranted for the same period and under the same conditions as the new part.
2. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of the equipment. A list of equipment is provided in Exhibit B.
3. All parts and materials provided under this contract shall be provided at the Contractor's actual list price minus discount as proposed by Contractor in the pricing section of the proposal.

F. Qualifications:

1. Contractor shall be Certified as a Pool Operator or Aquatic Facility Operator to manage chemicals except for CO2.
2. Contractor's personnel shall have at least three (3) years' experience, properly trained and qualified to perform the required services, testing, maintenance, repair and installation type of pool and equipment.
3. Personnel shall have a thorough knowledge of standard practices, materials, regulatory codes and the ability to efficiently use the tools, equipment and materials of the trade.
4. Contractor's personnel shall be uniformed and display a visible picture ID while on the County's property.

V. PROPOSAL REQUIREMENTS

1. **GENERAL**

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person legally authorized to bind the Offeror.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed. The proposal must be single-spaced, and the type size must not be less than 10-point.

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

2. **PROPOSAL SUBMISSION**

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept proposals submitted by fax or e-mail.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as registered in Vendor Registry for the upload to be considered a valid response. ONLY ELECTRONIC SUBMISSION IS ALLOWED, ANY BIDS SUBMITTED VIA ANY MEANS OTHER THAN VENDOR REGISTRY WILL NOT BE ACCEPTED. **Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror. The County may reject any Proposal that modifies or supplements the solicitation requirements.

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

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

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

4. **PROPOSAL STANDARDS**

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

5. **EXPENSES INCURRED IN PREPARING PROPOSAL**

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

6. TECHNICAL PROPOSALS EVALUATION CRITERIA AND WEIGHTS

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

<p style="text-align: center;">PROJECT EXPERIENCE AND PAST PERFORMANCE</p> <p>Offerors shall demonstrate experience with at least 3 similar projects completed in the last 5 years from the date of issuance of this RFP. Projects shall be similar in scope and size to the Indoor Aquatics Center Pool Maintenance and Repairs described in this RFP.</p> <p>Offeror shall demonstrate their ability provide emergency services, response times, and operate and maintain pool systems, play equipment, fountains and water slides</p>	<p>35 Points</p>
<p style="text-align: center;">EXPERIENCE AND QUALIFICATION OF THE PROJECT TEAM</p> <p>Offerors shall demonstrate the availability and experience of the key individuals assigned to this project. At a minimum, the proposal should identify (i) the Project Manager; (ii) Pool Technician, if different; (iii) and the individual(s) responsible for maintenance and repairs.</p> <p>Offerors should provide the following information:</p> <ul style="list-style-type: none"> i. The name of the single point of contact for the Offeror. ii. An organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror. iii. A chart of all personnel proposed for the Project. Such chart should include the following information for each individual: <ul style="list-style-type: none"> a. The individual’s name, b. The individual’s title and a description of his or her role in the project team, iv. Demonstrate whether personnel have license to manage chemicals except for CO2, have at least three (3) years’ experience, properly trained through Aquatic Facility Operator or Certified Pool Operator to perform the required services, testing, maintenance, repair and installation type of pool and equipment. v. Provide Virginia Swimming Pool Maintenance License. vi. Demonstrate whether personnel have a thorough knowledge of standard practices, materials, regulatory codes and the ability to efficiently use the tools, equipment and materials of the trade. vii. Resume for each individual (limited to 1 page and included in an Appendix) which should include at a minimum the following information: <ul style="list-style-type: none"> a. Education and work experience, to include the number of years of experience the individual has in his or her current role as well as prior roles, b. Professional and safety certifications, c. the individual’s experience and role similar projects, or any other 	<p>30 Points</p>

relevant projects.	
UNDERSTANDING THE PROJECT AND THE COUNTY’S OBJECTIVES	25 Points
Provide a statement that demonstrates the Offeror's understanding of the level of effort necessary to complete the Scope of Services, including the means, methods and technical expertise for performing the Work.	
COST PROPOSAL	10 Points
The Offerors shall submit a Cost Proposal for services under this solicitation in a separate sealed envelope. Cost Proposal should include detailed estimates of resource requirements (staff hours, materials, other resources) for the project	

7. PROPOSAL SUBMITTAL ELEMENTS

The County will not evaluate proposals that do not contain all requested content. Use dividers with numbered tabs for each of the proposal elements, in the order listed.

a. EXECUTED FORMS

1. Proposal Form: original as detailed above.
2. Conflict of Interest Statement: included in the RFP document.
3. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).
4. A valid, current Virginia Swimming Pool Maintenance License.
5. Aquatic Facility Operator or Certified Pool Operator Certification.

b. MANDATORY REQUIREMENTS

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

- a. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.

Compliance with this mandatory requirement will be verified against the Offeror’s exceptions, if any, to the County’s draft Terms and Conditions.

- b. The Offeror shall provide Certified Pool Operator(s) or Aquatic Facility Operator(s) to manage chemicals except for CO2 and perform the required services, testing, maintenance, repair and installation type of pool and equipment.
- c. The Offeror shall have a minimum of three years’ experience with pool maintenance and repairs.

c. EXCEPTIONS TO THE COUNTY’S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any

d. COST PROPOSAL

VI. CONTRACT TERMS AND CONDITIONS

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

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

AGREEMENT NO. 21-DPR-RFP-67

THIS AGREEMENT is made, on _____, between _____ *Contractor's name, Contractor's address* _____ ("Contractor") a _____ *name of state* _____ *type of entity* _____ authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Equipment List Contract Pricing
- Exhibit C – Contract Pricing

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide indoor pool, and pool equipment maintenance and repairs. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20 ____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit C for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

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

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in _____ of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

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

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

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

9. * PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

10. NO WAIVER OF RIGHTS

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

11. * NON-APPROPRIATION

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

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual

quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

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

13. * COUNTY PURCHASE ORDER REQUIREMENT

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

14. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

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

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

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

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

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

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

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

19. * SEXUAL HARRASSMENT POLICY

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

20. SAFETY

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

21. TERMINATION

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

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must

pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

25. * ETHICS IN PUBLIC CONTRACTING

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

26. * COUNTY EMPLOYEES

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

27. FORCE MAJEURE

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

28. * AUTHORITY TO TRANSACT BUSINESS

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

29. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

30. ANTITRUST

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

31. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

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

32. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

33. ASSIGNMENT

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

34. AMENDMENTS

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

35. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

36. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

37. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

38. ARBITRATION

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

39. NONEXCLUSIVITY OF REMEDIES

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

40. NO WAIVER

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

41. SEVERABILITY

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

42. * ATTORNEY'S FEES

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

43. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY

INDEMNIFICATION; RELATION TO COUNTY; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION.

44. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

45. AMBIGUITIES

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

46. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

47. ARLINGTON COUNTY BUSINESS LICENSES

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

48. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. ADA COMPLIANCE

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

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

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

50. 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 \$100,000/100,000/500,000. 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 \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. 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.
- f. 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.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.
- h. Environmental Impairment Liability, including coverage of insureds’ on-site clean up, with the following minimum limits of liability:

Bodily Injury and Property	2,000,000 each occurrence
Damage Liability	4,000,000 annual aggregate

 The County Board of Arlington County, Virginia, is to be named in Additional Name Insured or a Broad Form Contractual Endorsement may be added to the policy as respects any liability that may arise out of or result from the handling of Work on this Project including specifically but without limitation thereto, the indemnity provisions in the Agreement. Such policies will be endorsed to provide that they are primary to an insurance carried by the County Board of Arlington County, Virginia.
- i. Should any of the Work hereunder involve the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor shall provide, or shall require its subcontractor performing the work to provide, the following coverage in addition to the above requirements:
 - a) Environmental Liability and Cleanup Coverage – with limits of not less than \$2,000,000 per occurrence.
 - b) Business Automobile Liability – for transportation or regulated and/or hazardous waste, products, or materials with limits of not less than \$1,000,000, per occurrence. Said coverage shall include County as an additional insured and shall include both the MCS-90 and CA 9948 (or equivalent) endorsements, which shall be specifically referenced on the certificate of insurance.

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.

51. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: _____

DATE: _____

DATE: _____

EXHIBIT B

EQUIPMENT LIST

EQUIPMENT/PART	BRAND NAME	MANUFACTURER	PART NUMBER
<u>FILTERS AND HEATERS</u>			
Pool Filter	Defender	Neptune Benson	(3) SP-49-48-1548-A
Pool Filter	Defender	Neptune Benson	(2) SP-29-36-450-A
Heater Comp. Pool	Copper Fin2	Lochinvar	(2) CPN1442
Heater Leisure Pool	Copper Fin2	Lochinvar	CPN0992
Heater Jets and Spa	EnergyRite	Lochinvar	(2) ERN-402-A
<u>EXHAUST FANS</u>			
Exhaust fan 12	Cook	Cook	245 CPS-A
Exhaust fan 13	Cook	Cook	225 CPS-A
<u>TIMER SYSTEMS</u>			
GEN7 Sports Timer	Colorado Time Systems	Playcore	GEN-7
Pace Clock Software for the GEN7	Colorado Time Systems	Playcore	GEN7-PC
Synchronized swimming software	Colorado Time Systems	Playcore	R-8700-0159
Laptop Controller	Colorado Time Systems	Playcore	(2) R-600-302
Wireless Adapter, 2.4 GHz	Colorado Time Systems	Playcore	(2) WA-3
11-Judge Diving System	Colorado Time Systems	Playcore	JSYS-11
Titanium Domed Deck Plate – Intelligent	Colorado Time Systems	Playcore	(36) TDPI-D
Titanium Starter Connect Deck Plate	Colorado Time Systems	Playcore	(4) TDPI-S2
Wall Plate	Colorado Time Systems	Playcore	(5) R-1004-0549
Titanium Timer Connect, Wall	Colorado Time Systems	Playcore	(5) WPI-TI
Titanium Scoreboard Connect, Wall	Colorado Time Systems	Playcore	WPI-SC5
Titanium Bulkhead Connect, On Bulkhead	Colorado Time Systems	Playcore	(3) TDPI-BH4
Titanium Bulkhead connect, In-Deck	Colorado Time Systems	Playcore	(3) TDPI-BH3
Kit, Timing Bus Head & Tail Node	Colorado Time Systems	Playcore	TDPI-K2
YDS Fiber & Legacy Connect, Wall	Colorado Time Systems	Playcore	WPI-F4

Wall Plate, 485 Data for Gen7 Diving	Colorado Time Systems	Playcore	(3) WPI-485
Scoreboard cable	Colorado Time Systems	Playcore	R-015-707-8
Bulkhead cable	Colorado Time Systems	Playcore	(2) R-015-711-4
Timer cable	Colorado Time Systems	Playcore	(2) R-015-715-8
Cable, Timing	Colorado Time Systems	Playcore	(1000') R-015-737
Cable (PVC Jacket)	Colorado Time Systems	Playcore	(800') R-015-726
**Champion Series Start System with Wired Mic	Colorado Time Systems	Playcore	(2) SS
Portable tripod for the Champ series starts system	Colorado Time Systems	Playcore	(2) TR-3
GEN 7 Starter Cable	Colorado Time Systems	Playcore	(2) R-015-706-8
Extra speaker with 125ft of cable for the Champ series starts system	Colorado Time Systems	Playcore	(2) SP125
Speaker mounting kit	Colorado Time Systems	Playcore	(2) SMK-1
6watt individual block speaker	Colorado Time Systems	Playcore	(18) SP-6-45
Aquagrip gutterhung touch pads	Colorado Time Systems	Playcore	(18) TP-96G
Special size touchpad brackets	Colorado Time Systems	Playcore	(77) 4000-0040
Touchpad caddy for gutterhung touchpads	Colorado Time Systems	Playcore	(2) CAD-TP96
Touchpad system, ten lanes	Colorado Time Systems	Playcore	TP-GEN7-10
Push buttons for lane-timing	Colorado Time Systems	Playcore	(30) PB-6
Deck Clock	Colorado Time Systems	Playcore	(4) DC-1500
Wireless tabletop controller	Colorado Time Systems	Playcore	(2) WTTC-1
Wireless handheld controller	Colorado Time Systems	Playcore	(2) WHC-1
4-digit slim pace clock	Colorado Time Systems	Playcore	(4) SP-1400
Aquagrip gutterhung touchpads	Colorado Time Systems	Playcore	(14) TP-78G
Touchpad caddy for gutterhung touchpads	Colorado Time Systems	Playcore	(2) CAD-TP-P
CTS Colorado block relay judging platform	Colorado Time Systems	Playcore	(20) RJPLD-24x32
Judging platform caddy	Colorado Time Systems	Playcore	(2) CAD-RJPL-2
*Eight-line scoreboard	Colorado Time Systems	Playcore	LED-R
Interface hub	Colorado Time Systems	Playcore	IH-01

POOL DECK EQUIPMENT

ADA Lift and accessories	Spectrum Aquatics	Spectrum Aquatics	(2) Traveler
Pool Vacuum	Wave 2X2 Pro Gyro	Maytronics	Wave 2X2 Pro Gyro
Backstroke Flags	Kiefer	Kiefer	(6) 600121
Lane dividers	Competitor	Competitor	(22) 200372
Lane dividers	Competitor	Competitor	(18) 200373
Safety rope	Recreonics	Recreonics	12-380.75
Starting Platforms	SR Smith	SR Smith	(20) Velocity
Guard chair	Spectrum Aquatics	Spectrum Aquatics	(9) 20160
Water Polo kit	Antiwave	Antiwave	(2) Pro750
Diving stands and boards	Duraflex Intl	Duraflex Intl	(2) 70-231-400
Diving stands and boards	Duraflex Intl	Duraflex Intl	(2) 70-231-524 / 66-231-331
Lane storage reel	Spectrum Aquatics	Spectrum Aquatics	(3) 55525
ADA Lift	Spectrum Aquatics	Spectrum Aquatics	Glacier Platform
Safety Rope	Recreonics	Recreonics	(4) 12-380
Grab rails	Spectrum Aquatics	Spectrum Aquatics	(12) 35124/30
Lane dividers	Competitor	Competitor	(3) 200372
Volley ball net	SR Smith	SR Smith	VOLCY42
Basketball hoop	SR Smith	SR Smith	(3) SRS706
Safety Barrier	Spectrum Aquatics	Spectrum Aquatics	(4) custom
Light	Intellibright 5G	Pentair	(3) 601103
Automatic Vacuum	Aqua Products	Aqua Products	(2) UltraMax Gemini
Life Buoy and line	Recreonics	Recreonics	(5) 12-254
Life Hook and Rescue Pool	Recreonics	Recreonics	(2) R221026 & R191104
Portable vacuum system	Recreonics	Recreonics	(2) 10-805
Vac kit	Recreonics	Recreonics	10-865

Vac pole kit	Recreonics	Recreonics	10-320
Rescue tubes	Recreonics	Recreonics	(20) 12-303
Spineboard	Recreonics	Recreonics	(2) 12-335
Throw line	Recreonics	Recreonics	(5) 12-261
Test kit	Recreonics	Recreonics	56-300

CHEMICAL AND DISINFECTANT EQUIPMENT

Chlorination system (Pool A & B)	Accu-Tab	Axiall Water Treatment Products	(2) PowerBase 3070AT
Chlorination system (Pool C)	Accu-Tab	Axiall Water Treatment Products	PowerBase 1030
Acid feeder system (Pool A & B)	Acid-Rite	Axiall Water Treatment Products	(2) Acid-Rite pH Adjustment System 2500
Acid feeder system (Pool C)	Acid-Rite	Axiall Water Treatment Products	Acid-Rite pH Adjustment System 450
Chemical controller	BECS Technology	BECS Technology	(3) Becsys7
UV disinfection equipment	ETS UV Technology	Neptune Benson	(3) ECF230-12
UV disinfectant system	ETS UV Technology	Neptune Benson	ECF215-6

PUMPS, VFD'S, MISC PLUMBING EQUIPMENT

Water level controller	BECS Technology	BECS Technology	(3) Becsys LLS
Flow meter	Georg Fischer Signet	Georg Fischer Signet	(12) 2551 Blind Magmeter
Air Compressor	Ingersol-Rand	Ingersol-Rand	(2) P1.5IU-A9
Pool Sparger	Aquatic Development Group	Aquatic Development Group	DA1A Pool A Dive Sparger System
Pool sparger air lines & fitting	Duratec Airline System	IPEX	Custom
Pool pump VFD	ACU DRIVE XS	Pentair	(2) AD400-2303-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD300-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	(3) AD100-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD075-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD400-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	(3) AD150-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD050-4603-N12

Comp pool filter pump	Aurora	Pentair	(2) 341A 40HP/6x6
LP filter pump	Aurora	Pentair	341A 30HP/6x5
LP zero depth act pump	Aurora	Pentair	341A10HP/5x4
LP structure pump	Aurora	Pentair	341A 10HP/5x4
LP river act pump	Aurora	Pentair	341A 7.5HP/3x2.5
River prop	Aurora	Pentair	341A 40HP/6x6
Heated jet pump	Aurora	Pentair	341A 15HP/3x2.5
Therapy pump	Aurora	Pentair	341A 5HP/2x2
Slide pump	Aurora	Pentair	341A 15HP/6x6
Spa filter pump	Aurora	Pentair	341A 15HP/3x2.5
Spa jet pump	Aurora	Pentair	341A 10HP/5x4
Strainer Comp filter	Neptune Benson	Neptune Benson	(2) 12x12
Strainer LP filter	Neptune Benson	Neptune Benson	10x10
Strainer LP act pump	Neptune Benson	Neptune Benson	6x5
Strainer play str	Neptune Benson	Neptune Benson	8x5
Strainer river act	Neptune Benson	Neptune Benson	4x3
Strainer river prop	Neptune Benson	Neptune Benson	12x6
Strainer heater jet	Neptune Benson	Neptune Benson	6x3
Strainer therapy	Neptune Benson	Neptune Benson	4x2
Strainer slide	Neptune Benson	Neptune Benson	8x6
Strainer spa filter	Neptune Benson	Neptune Benson	6x6
Strainer jet	Neptune Benson	Neptune Benson	6x5
Precoat T comp pool	Neptune Benson	Neptune Benson	(2) 12x6x6
Precoat T leisure pool	Neptune Benson	Neptune Benson	10x6x4
Precoat T spa	Neptune Benson	Neptune Benson	6x3x3
Gauges	Recreonics	Recreonics	32-441
Floor inlets	Sta-Rite	Sta-Rite	(24) 8417-0000

<u>DRAINS</u>			
Comp pool main drains	Lawson Aquatics	Neptune Benson	(4) FI-SG-1854-34
Leisure pool main drains	Lawson Aquatics	Neptune Benson	(6) FI-SG-1854-24
Leisure pool main drains	Lawson Aquatics	Neptune Benson	(2) FI-SG-1854-28
Leisure pool main drains	Lawson Aquatics	Neptune Benson	(2) FI-SG-1854-34
Main drains	Aquastar	Aquastar	(2) 32CDPH101
Spa man drain	Lawson Aquatics	Neptune Benson	(2) FI-SG-1836-24
Wall inlet	Pentair	Pentair	(9) 08434-0000
Skimmer	Bermuda	Pentair	(7) 506300
Spray Deck Drain	Daldorado	Daldorado	Spray Deck Drain
<u>WATER FEATURE</u>			
Hydro jets	Pentair	Pentair	(31) 46540000
Water geyser	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Custom
Ground spray	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Spray Tunnel 8
Spray activity	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Baton Spray Post
Spray activator	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(2) Boingo
Ground spray	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Team Effect
Wall sprays	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(10) Custom
Water geyser	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(8) Custom
Pipe deluge fan	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Pipe Deluge
Pipe deluge spout	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Pipe Deluge Spout
Play structure	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Hexadeck
Aqua knot	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(2) Aqua Knot

VII. ATTACHMENTS AND FORMS

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 21-DPR-RFP-67**

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 2:00 P.M., AUGUST 26, 2020.

FOR PROVIDING INDOOR AQUATIC CENTER POOL MAINTENANCE AND REPAIR SERVICES PER THE FOREGOING SOLICITATION.

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

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

**E-MAIL
ADDRESS:**

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:**

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

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

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

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE ON THE [VENDOR REGISTRY WEBSITE](#).

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

1. OFFEROR MUST SUBMIT AN ELECTRONICALLY SIGNED PROPOSAL FORM WITH RESPONSE TO THIS RFP.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____ TITLE: _____

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

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 21-DPR-RFP-67, and on behalf of the Offeror certify that:

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

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

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

(Seal)

Notary registration number: _____

My commission expires: _____