

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-DES-RFP-257

ON-CALL BRIDGE AND ANCILLARY STRUCTURE ENGINEERING 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 31, 2020 AT 1:00 P.M. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

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

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Tomeka Price

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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 may be required to submit profiles and resumes of the staff to be assigned to perform services as part of this RFP, or for any specific project. The request will include 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

This solicitation contains qualification requirements 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 (RFP).

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 21-DES-RFP-257**. 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-DES-RFP-257 – TENTATIVE SCHEDULE

RFP ISSUANCE	July 31, 2020
QUESTION DEADLINE	August 10, 2020 at 5:00 p.m.
PROPOSALS DUE	August 31, 2020 at 1:00 p.m.
CONTRACT AWARD	TBD
CONTRACT COMMENCEMENT	TBD

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED BY AUGUST 10, 2020, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED. ALL QUESTIONS WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions 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 PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for professional 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.

11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The key personnel and subcontractors submitted by the Offeror in its Proposal are considered essential to the Offeror's qualifications and may not be replaced, substituted or augmented after qualification of the Offeror's proposal without prior written approval of the County. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by the County prior to substitution or augmentation.

12. REGISTRATION OF PROFESSIONAL SERVICE PROVIDERS

A person, corporation, partnership or other entity engaging in the practice of architecture, professional engineering, land surveying, certified landscape architecture or any combination thereof shall not offer to provide or provide such services to the County unless (1) it is registered with the Commonwealth of Virginia State Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects ("Board") in accordance with the Code of Virginia, Sections 54.1-411 (business entities) or 13.1-549 (professional corporations) or (2) it is exempt from registration because of its status as a sole proprietorship, as defined in the statute. By submitting a signed proposal, an Offeror certifies that it has the required registration or is exempt from the requirement. The County may also require an Offeror to provide proof of registration or exemption. For further information on the registration requirement, contact the Board at the Virginia Department of Commerce, 3600 West Broad Street, Richmond, Virginia 23230, telephone number (804) 367-8500.

13. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The 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.

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.

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. ELECTRONIC SIGNATURE

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

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 21-DES-RFP-257

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to provide on-call bridge and structure engineering services.

BACKGROUND

Arlington County is one of only two counties in Virginia which maintain its own bridges and the Department of Environmental Services (DES), Engineering Bureau has the complete responsibility for inspection and design of the County owned bridges. The County performs regular routine maintenance on their bridges. A list of all bridge structures currently maintained by the County is included in this solicitation as Exhibit B. The County reserves the right to add or delete bridge structures as the County deemed necessary.

Arlington County also operates and maintains traffic ancillary structures, to include but is not limited to, approximately 300 signalized intersections as well as over 7,000 streetlights. These structures are maintained through preventative maintenance and elective maintenance activities. The County reserves the right to add or delete bridge structures as the County deemed necessary.

PURPOSE OF SOLICITATION

The purpose of this solicitation is to enter into a contract with a qualified firm, through competitive negotiation, for on-call task order professional engineering services for bridge design, bridge inspection and rehabilitation, as well as general design and construction services for ancillary structures; and construction management and inspections as identified by the County for one (1) year with an option for up to four (4) additional one-year renewal periods.

The total project fee for any individual task order (including any modifications) shall not exceed \$750,000. The sum of all task in any one-year period shall not exceed \$2,000,000. The County reserves the right to issue separate solicitation(s) for project(s) determined to be in the best interest of the County, regardless of the dollar value.

IV. SCOPE OF SERVICES

The Work under this Contract shall include, but is not limited to, developing new design plans, estimates, special provisions for bridges and structures in Arlington County; and providing safety inspections and load ratings for various bridges, culverts, and traffic ancillary structures. Additionally, the tasks will include development of bridge maintenance plans with the repair priority recommendations.

When required, bridge inspection and load ratings shall be performed in accordance with the requirements of 23 CFR 650 Subpart C, [National Bridge Inspection Standards \(NBIS\)](#) and the [Virginia Department of Transportation \(VDOT\) Structure and Bridge Division Instructional and Information Memorandum \(IIM-S&B-27.10\)](#). Structure load ratings shall be performed also in accordance with the [VDOT Structure and Bridge Division Instructional and Information Memorandum \(IIM-S&B-86\)](#).

The Consultant shall also perform element level bridge inspections in accordance with [23 CFR 500 Subpart C, Management and Monitoring Systems](#), and the [VDOT Element Data Collection Manual](#). The Consultant shall also perform element level inspections for traffic ancillary structures per the [VDOT Traffic Ancillary Structures Inventory & Inspection Manual](#) including ultrasonic and other non-invasive material testing methods for steel structures.

Upon notification by the County, any revisions issued to the manuals and IIMs noted in this Contract shall be incorporated into the inspection procedures and reports.

The anticipated workload will consist of safety inspections and load ratings for various bridges, culverts, and traffic ancillary structures, as required. In addition, emergency inspections may be assigned on an as-needed basis. Additional workload will include the support of various County's Capital Improvement Projects on as needed basis. The Consultant shall be fully staff to adequately meet the anticipated workload.

The Consultant shall furnish all access equipment, test equipment and traffic control required to perform all inspections assigned. The Consultant must select access equipment that is most economical for the specific structure being inspected.

1. If a bridge replacement is involved, NBIS inspections and bridge deck evaluations may be required to evaluate current structure conditions. Inspections shall include, but shall not be limited to, fatigue prone details, pin and hanger assemblies and fracture critical members utilizing non- destructive-testing methods.
2. In some instances, diving services for inspection, analysis, and recommendations of repairs on the submerged substructures of bridges may be required at various locations throughout the County. The Consultant shall provide personnel and equipment necessary to perform underwater inspection of the bridge substructures. The quality of inspection shall allow the Consultant to assess the general physical condition of the submerged bridge substructures and/or areas subject to frequent wetting by wave or tidal action. Underwater assessment shall include, but shall not be limited to, underwater inspection, engineering analysis of existing conditions, engineering calculations, recommendations and follow-up action and documentation of findings. In areas with salt water and/or brackish water, a minimum of 10% of each substructure element shall be cleaned of marine growth to provide for an accurate assessment. The Consultant shall document underwater areas with severe defects using color photographs and/or video. The photographs and/or video shall be included in a format approved by the County as part of the final inspection report.
3. The inspection reports will provide general condition ratings in accordance with 23 CFR 650 Subpart C - National

Bridge Inspection Standards and provide condition state data for each bridge element in accordance with the provisions of the [VDOT Supplement to the AASHTO Manual for Bridge Element Inspection](#) and latest version of [AASHTOWare BrM 5.2.3](#).

For each structure inspected the Consultant shall prepare a complete, separate and bound inspection report, illustrated with color photographs and sketches, documenting the observed conditions of the structure. The report shall also include evaluation, repair and/or rehabilitation recommendations to ensure long-term, cost effective service of the structure and, if requested, cost estimates for the work recommended. If the structural integrity is questionable, based upon observations, recommendations for further investigation shall be included. A copy of the report format will be supplied to the Consultant by the County and is available electronically. Drawings required to quantify conditions found during an inspection shall be prepared in Microsoft Word using the "Draw" function or as directed by the County Bridge Program Engineer or his/her designee. A vertical clearance sheet will be submitted for all structures inspected that extend over, cross, or infringe on roadways or railways. Each report for this project will have the original signature of the Team Leader. Multiple copies of the report shall be submitted in a number requested by the County for each project. The report shall also be submitted to the County in an electronic format as follows: for bridge structures, and culverts and other structure the electronic format will be in Microsoft Word using a standard report template available from the County.

4. If an economic feasibility study of repair vs. replacement determines that repairs are required, the Consultant may be required to prepare plans for the structure repairs. Hydraulic, hydrologic and scour analysis, preparations of permit drawings, geologic borings and analysis, and temporary sign and signal plans may be required. The Consultant shall have the capacity to provide Context Sensitive Solutions to bridges, retaining walls and cantilever and Sound walls by developing aesthetic features to enhance the final product. The Consultant must have working capacity to respond to the County's needs with little advanced notice and on very tight time schedules.
5. When required, structure load ratings and all bridge inspections shall be performed in accordance with the requirements of NBIS and the VDOT Structure and Bridge Division Instructional and Information Memorandum Number S&B 86, and any addendums issued. Structure load ratings shall be completed using Virtis computer program, and when it is not possible to use Virtis, other programs can be used with prior approval by the County.
6. Assist the County in the implementation of various Capital Improvement Program related to structures, bridges, culverts and other projects, mostly located in right of way. Services would include, but not be limited to surveying, design of various structures, i.e. retaining walls, signs, etc. Enhancements and modification of roadways and bridges that may include the following:
 - Prepare construction plans and specifications for new projects or updates to existing plans;
 - Provide location surveys and supplemental survey data;
 - Provide storm drainage collection and Best Management Practice (BMP) facilities retrofit project design;
 - Provide traffic engineering plans (including traffic signals, signs, pavement markings) and related activities;
 - Provide dry utility (Dominion Energy, Verizon & Comcast) master circuit planning, preliminary/order of magnitude cost estimates, duct bank design, and related coordination between the utilities and the County;
 - Review technical specifications, shop drawings and submittals;

- Provide project cost estimates;
- Provide construction administration services, construction inspections, construction management and site reports;
- Attend public meetings and hearings to discuss project design, to include preparation of presentation materials for public meetings;
- Prepare limited environmental studies, geotechnical services, soil and water testing, as well as, coordination with state regulatory agencies.

I. PROJECT TASKS

Individual project task shall not exceed \$750,000. The County reserves the right to issue separate solicitation(s) for any project(s) for which the County's Purchasing Agent determines that a separate solicitation(s) will be in the best interest of the County. The sum of all task fees in any one-year period shall not exceed \$2,000,000. The County reserves the right to not assign any work under these contracts.

For all bridge design project assignments, the following procedure shall apply:

1. For each task, the County Project Officer will identify the bridge covered by the task and provide to the consultants the following documentation:
 - a) Scope of work including deliverables,
 - b) Inspection report(s) to identify and quantify various types of deterioration as well as items that should be installed to enhance the appearance and functionality of the bridge; for example, installing lights and guard railing (if available), and
 - c) Copies of the bridge plans (if available).
2. Within seven (7) calendar days, the Consultant shall submit a project proposal to the County's Project Officer. At a minimum, the Project Proposal shall include a written proposal for the assignment, including a time schedule and a cost proposal (using the hourly Contract Rates). The Consultant shall not proceed with any work until the proposal is accepted in writing by the County Project Officer.
3. Within thirty (30) calendar days, the County will review the Project Proposal submitted by the Consultant, and either approve it or return it to the Consultant for modification and resubmission.
4. The Consultant shall resubmit the modified Project Proposal within seven (7) calendar days of receipt of County's revision request.
5. The County will issue a written Notice to Proceed (NTP) for the accepted Project Proposal.
6. Once the County has issued an NTP, the Consultant shall begin work within seven (7) calendar days.
7. The work is to be accomplished utilizing computerized design and drafting systems compatible with the County's automated design and drafting systems. The County's roadway design and drafting system is AUTODESK CIVIL 3D.
8. For each task, the Consultant shall provide to the County Project Officer all required copies (color, or black and white, as applicable) of documents, and the electronic native and PDF format files electronically or in a format approved by the Project Officer. These documents shall include all reports, presentations, plans, and all types of bindings, maps, and all other applicable documents required under this contract.

For all bridge inspection project tasks, the following procedure shall apply:

The County will provide the Consultant with all applicable and available bridge inspection reports for all County-owned bridges within thirty (30) days after the Contract award. The Consultant will be responsible for ensuring that all inspections are completed on time.

The Consultant shall provide to the County Project Officer an inspection plan and schedule for all County-owned bridges within thirty (30) calendar days of receipt of the County's bridge inspection reports. The Consultant shall update the plan and schedule every two (2) years; such updated plan shall be due to the County Project Officer no later than on the anniversary date of the Contract.

1. For each task, the County Project Officer will identify the bridge covered by the task and provide to the consultant the following documentation:
 - a) Scope of work including deliverables,
 - b) Previous inspection report(s) (if available),
 - c) Copies of the bridge plans (if available).
2. The Consultant shall within fifteen (15) calendar days submit to the Project Officer a Project Proposal. At a minimum, the Project Proposal shall include a written proposal for the assignment, including a time schedule and a cost proposal (using the hourly Contract Rates). The consultant shall not proceed with any work until the proposal is accepted in writing by the County Project Officer.
3. The County within thirty (30) calendar days will review the Project Proposal submitted by the Consultant, and either approves it as is or send it to the Consultant for modification.
4. The Consultant shall resubmit the modified Project Proposal within seven (7) calendar days of receipt of County's revision request.
5. The County will issue an NTP within 15 calendar days for the accepted Project Proposal.
6. Once the County has issued an NTP, the Consultant shall begin work within seven (7) calendar days.
7. For each assignment, the Consultant shall provide to VDOT and the County Project Officer all required printed copies (color, or black and white, as applicable) of documents, and the electronic native and PDF format files electronically or in a format approved by the Project Officer. These documents shall include all reports, all types of bindings and all other applicable documents required under this Contract. Note: The consultant shall furnish all access equipment, test equipment and traffic control required to perform bridge inspections. The Consultant must select access equipment that is most economical for the specific structure.

For all Traffic Ancillary Structures inspection project tasks, the following procedure shall apply:

The Consultant will be responsible for ensuring that all inspections are completed on time. The Consultant shall provide to the County Project Officer an inspection plan and schedule for the locations specified in the project within thirty (7) calendar days of receipt of the County's Notice to Proceed.

1. For each task, the County Project Officer will identify the structures included in the task and provide to the Consultant the following documentation:
 - a) Scope of work including deliverables,
 - b) Previous inspection report(s) (if available),
 - c) Copies of relevant as-built documentation (if available).

2. Within fifteen (15) calendar days, the Consultant shall submit to the Project Officer a Project Proposal. At a minimum, the Project Proposal shall include a written proposal for the task, including a time schedule and a cost proposal using the hourly Contract Rates. The Consultant shall not proceed with any work until the proposal is accepted in writing by the County Project Officer.
3. Within thirty (30) calendar days, the County will review the Project Proposal submitted by the Consultant, and either approve it as is or send it to the Consultant for modification.
4. The Consultant shall resubmit the modified Project Proposal within seven (7) calendar days of receipt of County's revision request.
5. The County will issue an NTP within 15 calendar days for the accepted Project Proposal.
6. Once the County has issued a Notice to Proceed, the Consultant shall begin work within seven (7) calendar days.
7. For each task, the Consultant shall provide the County Project Officer all required copies (color, or black and white, as applicable) of documents, and the electronic native and PDF format files electronically or in a format approved by the Project Officer. These documents shall include all reports, all types of bindings and all other applicable documents required under this Contract. The Consultant shall furnish all access equipment, test equipment and traffic control required to inspections including ultra-sonic testing instruments. The Consultant will select access equipment that is most economical for the specific structure.

II. QUALITY CONTROL / QUALITY ASSURANCE (QC/QA)

The Consultant shall be responsible for the professional and technical accuracy and coordination of all designs, drawings, specifications, cost estimates, and other work or materials furnished. The Consultant shall perform a Quality Assurance review of the working drawings prior to submitting the working drawings to the County.

The following checklists and guidance for QC/QA reviews and coordination of plans and specifications shall be followed:

- For bridge safety inspection and inspection reports, the consultant shall develop a Quality Control/Quality Assurance plan which meet or exceeds the [VDOT Structure and Bridge Division IIM-S&B-78.1](#). Prior to submission of the bridge safety inspection reports to the County, all documentation shall be reviewed for completeness and accuracy, and revised when necessary at no additional cost to the County.
- The working drawing documents submitted shall represent a reasonable and cost-effective engineering solution for the scope of work and construction budget constraints in the Consultant contract. All work must conform to current criteria, guides, codes and standards established by the County, and shall conform to good engineering practices.
- All elements of submittal shall be checked by the Consultant and such check should be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline.
- The Consultant shall be responsible for the technical accuracy and coordination of all designs, drawings and specifications. This includes overlaying the plans to coordinate the locations of work in the various disciplines. The intersections of components of various disciplines shall be checked for conflicts and to assure that adequate space exists for the material to be installed where shown on the documents.
- The Consultant shall perform a quality assurance review for both the technical accuracy and discipline coordination. Such items as section, detail, and note references to other sheets, and major dimensions shall be checked.

- Sections, details and dimensions must be in sufficient quantity, clarity and detail to allow the bidder to understand what is expected, to make takeoffs of material types and quantities, and the preparation of shop drawings and execution of the construction.
- The first sheet of the plans and specifications submitted to the County for working drawings review shall contain the following statement signed by the responsible Consultant: "A Quality Control/Quality Assurance check has been made on this project's documents and corrections have been made. The undersigned states that these plans and specifications submitted for review are complete."

III. CONSULTANT'S PERSONNEL

The Consultant must provide all services required under this Contract in-house, with the exception of the provision of geotechnical reports, testing and surveying, which can be subcontracted.

The County Project Officer may authorize the use of such specialty sub-consultants at hourly rates comparable to the ones of the Prime Firm, and with the overhead costs not exceeding the overhead cost percentage approved for the Prime Firm, if in his or her judgment that service is necessary for the successful completion of the project.

The Consultant must meet the following minimum qualifications requirements for individuals conducting bridge inspections under the 23 CFR 650 Subpart C - National Bridge Inspection Standards And element level inspections for traffic ancillary structures per the VDOT Traffic Ancillary Structures Inventory & Inspection Manual.

Program Manager:

A Program Manager must, at a minimum: (1) Be a registered professional engineer or have ten years bridge inspection experience; and (2) Successfully complete a Federal Highway Administration (FHWA) approved comprehensive bridge inspection training course.

Team Leader:

The qualifications are the same as those detailed for a Team Leader in the NBIS.

There are five ways to qualify as a team leader. A team leader must, at a minimum:

- (1) Have the qualifications specified for the Program Manager; or
- (2) Have five years bridge inspection experience and have successfully completed an FHWA approved comprehensive bridge inspection training course; or
- (3) Be certified as a Level III or IV Bridge Safety Inspector under the National Society of Professional Engineer's program for [National Institute for Certification in Engineering Technologies \(NICET\)](#) and have successfully completed an FHWA approved comprehensive bridge inspection training course; or
- (4) Have all of the following: (i) A bachelor's degree in engineering from a college or university accredited by or determined as substantially equivalent by the Accreditation Board for Engineering and Technology; (ii) Successfully passed the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination; (iii) Two years of bridge inspection experience; and (iv) Successfully completed an FHWA approved comprehensive bridge inspection training course; or
- (5) Have all the following: (i) An associate degree in engineering or engineering technology from a college or university accredited by or determined as substantially equivalent by the Accreditation Board for Engineering and Technology; (ii) Four years of bridge inspection experience; and (iii) Successfully completed an FHWA approved comprehensive bridge inspection training course.

Load Rater:

The NBIS states that the individual charged with the overall responsibility for load rating structures must be a registered professional engineer. In addition, VDOT prefers that the individual also have a background in bridge design, bridge inspection, and bridge maintenance and/or bridge construction.

IV. EMERGENCY RESPONSE TIME

Consultant shall be capable of providing emergency services under this Contract within a one-hour timeframe.

V. CONTRACT PRICING

The services under this Contract will be paid for using hourly rates for the positions included in the Consultant's Personnel paragraph of the Scope of Services. Those rates shall include all costs and expenses of providing to the County the services described in this Contract. No overtime pay will be allowed under this Contract.

The County will pay (or reimburse the Consultant at Consultant's cost, as required) for all required permit and inspection fees.

EXHIBIT B**List of Current Bridge Structures Maintained by the County**

No.	Structure No.	Feature Carried	Feature Intersected	Reportable (R), Non Reportable (N)	Next date of Inspection Dates
1	0000	Pedestrians	George Washington Memorial Pkwy	N	09/20
2	0001	Pedestrians	N. Nash Street, S. of Key Blvd	N	08/20
3	0020	Pedestrians	Little Pimmit Run	N	09/20
4	0021	Pedestrians	Signature Theatre @ Shirlington Library	N	08/20
5	1006	Pedestrians	Ramp C Freedom Pk over loading dock	N	09/20
6	1007	Pedestrians	Freedom Park over N. Lynn St.	N	09/20
7	1008	Columbia Pike	Four Mile Run	R	03/22
8	1009	Pedestrians	Freedom Park over Wilson Blvd.	N	09/20
9	1031	S Glebe Road	Water Pollution Control Plant	R	05/22
10	5005	Pedestrians	Arlington Blvd at Ft. Myer Drive	N	08/20
11	5007	Wilson Blvd	Four Mile Run	R	03/22
12	5008	S Walter Reed Dr	Four Mile Run	R	05/22
13	5009	N. Carlin Springs Road	Four Mile Run	R	03/22
14	5010	N. Carlin Springs Road	George Mason Drive	R	03/21
15	5011	WBL S. George Mason Dr	Four Mile Run	R	09/21
16	5012	EBL S. George Mason Dr	Four Mile Run	R	09/21
17	5013	17th Street North	Fort Myer Drive	R	03/22
18	5014	SBL N. Sycamore St.	Four Mile Run	R	03/22
19	5015	NBL N. Sycamore St.	Four Mile Run	R	03/22
20	5016	Pedestrians	Arlington Blvd. at N. Jackson St.	N	09/20
21	5023	Pedestrians	Fort Myer Drive	N	08/20
22	5024	17th Street North	Garage Exit	R	03/22
23	5030	Wilson Blvd	Fort Myer Drive	R	11/20
24	5031	S. Four Mile Run Dr.	Doctors Branch	R	09/20

25	5032	N. Dumbarton St	Little Pimmit Run	R	09/20
26	5033	16th Street South	Doctors Branch	R	09/20
27	5034	Fairfax Dr/26th St/Little Falls Rd	Four Mile Run	R	08/20
28	5035	28th St. S/26th St. S.	Long Branch	R	07/20
29	5036	E. of Army Navy Dr./28th St. S	Long Branch	R	08/20
30	5064	Pedestrians	Ft. Myer Dr., N. of Wilson Blvd.	N	08/20
31	5071	N. George Mason Dr.	Lubber Run	R	03/22
32	5900	S. Arlington Ridge Rd.	Four Mile Run	R	11/20
33	5901	West Glebe Road	Four Mile Run	R	05/22
34	5904	N. Dumbarton St	Little Pimmit Run	R	02/22
35	8900	Shirlington Road	Four Mile Run	R	05/22
36	8901	Military Road	Donaldson Run	R	04/21

Vehicular Bridges	17
Pedestrian Bridges	11
Culvert Bridges	8
Total Bridges	36
Reportable Bridges	25
Non-Reportable Bridges	11
Total Bridges	36

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 County will not accept proposals by fax or e-mail

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be 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 deadline specified in this solicitation. The Vendor Registry System will not accept responses after the close date and time.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. ONLY ELECTRONIC SUBMISSION IS ALLOWED, ANY PROPOSALS SUBMITTED VIA ANY MEANS OTHER THAN VENDOR REGISTRY WILL NOT BE ACCEPTED. Arlington County is not responsible for late submissions, missed response to questions answered in Vendor Registry under the Question & Answer section, missed Addenda, 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.

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 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. PROPOSAL EVALUATION CRITERIA AND WEIGHTS

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

<p style="text-align: center;"><u>PROJECT APPROACH AND UNDERSTANDING OF SCOPE:</u></p> <p>Offerors shall demonstrate that they have the resources and capability to provide services as described herein. At a minimum include the following information:</p> <ol style="list-style-type: none"> a. Provide a narrative describing how you intend to accomplish a required task and provide your understanding of the County's intent for this RFP including (limit the response to two (2) pages): <ol style="list-style-type: none"> 1. How your firm intends to deliver the required services; 2. Provide a workflow diagram; and 3. Additional tasks or requirements not reflected in the "Scope of Services" that the Offeror deems essential for successful completion of each project. If the "Scope of Services" appears sufficient, so note in your response. b. Provide a narrative on any innovations and or novelty approaches that you will envision using for the County projects. Limit the response to one (1) page. c. Describe the Offeror's project management procedures and communication protocols, including Offeror's capability to deliver timely responses with little advanced notice and on very tight schedules. Limit the response to two (2) pages. d. Describe the Offeror's customer service approach and communication strategy. Limit the response to one (1) page. 	30 points
<p style="text-align: center;"><u>OFFEROR'S QUALIFICATIONS AND EXPERIENCE OF PROPOSED STAFF:</u></p> <p>Expertise, experience and qualifications of teams in providing services as related to the scope of services</p> <ol style="list-style-type: none"> a. Description of the Offeror's experience in assessing deteriorated highway bridges and developing detailed designs for repair, strengthening and widening existing highway bridges. Limit the response to one (1) page. <p>In ten (10) pages or less, emphasize the Offeror's qualifications in the following areas, to include examples of specific projects completed within the last ten (10) years from the date of issuance of this RFP:</p> <ul style="list-style-type: none"> • Experience in design and construction of highway bridges, with a note of work performed for VDOT; • Experience in designing jointless bridges; • Experience in design of ancillary structures, • Experience in bridge design live load ratings; • Experience in design of widening of bridge sidewalks; • Experience in analysis and assessment of deteriorated conditions of existing bridges, to include chloride contamination and related corrosion of provided reinforcing and prestressing steel, spalling and delamination of concrete bridge decks and structural concrete members; • Inspection of pin and hanger assemblies (ultrasonic inspections); • Inspection of fracture critical members; • Inspection of trusses; and • Providing Context Sensitive Solutions for the structural elements of a project, to 	30 points

<p>include the development of community/County themes that can be incorporated in location specific or countywide projects.</p> <p>b. The Offeror shall include one sample of each of the following documents for one bridge in the order shown below; including a Table of Contents. These documents shall include all reports, presentations, plans, maps and all other applicable documents originally prepared by the Offeror within the last ten (10) years from the date of issuance of this RFP (not by a consultant or subcontractor). The samples do not have to be for the same bridge:</p> <ol style="list-style-type: none"> 1. VDOT Bridge Replacement Plans, 2. VDOT Bridge Rehabilitation Plans, 3. VDOT Bridge & Ancillary Structure Repair Plans, 4. VDOT Bridge MOT Plans, 5. VDOT Bridge & Ancillary Structure Inspection Report, 6. VDOT Bridge Analysis and Load Rating Report, 7. Bridge concept study and PowerPoint presentation, 8. EQ 121, EQ 555, and NEPA documents submitted to VDOT, 9. Bridge Management System Information, 10. Bridge Funding Report, 11. Bridge Repair Work Order, 12. Bridge & Ancillary Structure Replacement Cost Estimate, 13. Bridge Pre-Construction Documentations, 14. Bridge Shop Drawing and material Approvals, 15. Bridge Construction Management Support Documentations <p>c. Include at a minimum the following information. Limit the number of pages to two (2) pages for items 1-3 and 6; one (1) page for item 4, and one (1) page for resumes for each of the proposed staff:</p> <ol style="list-style-type: none"> 1. Identification of Project Manager; 2. Project Manager's portfolio of related projects. Please indicate which of the projects referenced throughout the proposal were managed by the proposed Project Manager; 3. Staffing plan; 4. Provide an organizational chart that describe the division of responsibility among the members of the team; 5. Provide one (1) page resumes for each of the key project staff members, including Arlington County experience, identified on the organizational chart; and 6. Provide names of sub-consultants. Include the following information for each proposed sub-consultant: <ol style="list-style-type: none"> a) Identification of sub-consultants and their areas of expertise, b) Provide one (1) page resumes for each proposed, sub-consultant staff assigned to this proposal/contract, c) List and describe three (3) projects relevant to their area of expertise proposed that were completed in the past five (5) years by staff assigned to this proposal/contract, and d) Provide client's contact information along with copies of any awards or commendations received for the referenced projects. 	
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<p style="text-align: center;"><u>REFERENCE</u></p> <p>Provide contact information for three (3) entities for whom the Offeror provided bridge rehabilitation design services in the last five (5) years from the date of issuance of this RFP. At a minimum, please provide the following information:</p> <p>a. Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by the Offeror; and</p> <p>b. Contact person's email address, and phone number.</p>	10 points
<p style="text-align: center;">EXPERIENCE WITH LOAD RATING SYSTEMS AND TECHNOLOGY</p> <p>Describe technologies proposed to meet the County bridge and ancillary inspections and design needs, to include any specialized computer and CADD equipment and any specialized computer software packages that you propose to use. Limit the response to one (1) page.</p>	20 points
<p style="text-align: center;">SAMPLE OF <u>QUALITY CONTROL / QUALITY ASSURANCE PLAN</u></p> <p>Describe the Offeror's quality control and quality assurance procedures. Limit the response to one (1) page.</p>	10 points

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 and copies as detailed above.
2. Conflict of Interest Statement: included in the RFP document.
3. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

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. 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
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 21-DES-RFP-257

THIS AGREEMENT is made, on the date of execution by the County, 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 – List of Current Bridge Structures Maintained by the County
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 professional engineering services for on-call bridge and ancillary structure engineering consultant services. 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. CODE AND REGULATORY COMPLIANCE

The Contractor is responsible for completing the design work and administering the construction phase of any project in accordance with the Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards and other applicable federal, state, and/or local regulatory requirements. If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay.

7. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, costs estimates, and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor's consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, complete and appropriate for the purposes intended; and the

project, if constructed in accordance with such plans, drawings, specifications, and other documents, will be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Contractor is responsible for all costs and expenses incurred by the County, including increased construction costs, when such costs and expenses are the result of any violation of this Standard of Care section. The County's review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care.

8. NOT-TO-EXCEED PROJECT COST

The County will provide the Contractor with a description of the project scope of work, including information on functions, space requirements, special features, aesthetic requirements and authorized square footage and a "Design-Not-to-Exceed" construction budget.

The Contractor will submit a cost estimate with each design phase submittal. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor will notify the County within five business days of the issue becoming apparent and will, at no additional cost to the County, work with the County to redefine the design concepts (such as space, project size, utilization, building efficiencies and materials of construction) so that the estimated cost of construction does not exceed the construction budget.

The Contractor will provide to the County a final cost estimate that will be used by the County when obtaining construction bids ("Not-to-Exceed Project Cost"). If the lowest competitive bid exceeds the Not-to-Exceed Project Cost by more than 10% and the County's negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor must revise the construction drawings and specifications at no additional cost to the County for a re-bid that will result in construction bids that fall within the Not-to-Exceed Project Cost.

9. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer 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 45 days after receipt of an approved invoice.

The invoice must be based on an estimated percentage of the total work under each task that was completed during the month, subject to the Project Officer's acceptance of the work and the estimate. If the Contractor has already been paid 90% of the total amount allocated for any task and work under that task is not complete, the County will pay the remaining amount due for that task only upon completion of the task. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

10. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

11. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Exhibit C will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit C.

12. 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.

13. 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.

14. 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.

15. 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.

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).

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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, 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, 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.

25. 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, 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, 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.

26. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

27. OWNERSHIP OF WORK PRODUCT

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

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. AMENDMENTS

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

39. 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.

40. 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.

41. 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.

42. ARBITRATION

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

43. 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.

44. 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.

45. 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.

46. 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.

47. 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; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

48. 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.

49. 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.

50. NOTICES

Unless otherwise provided in writing, all written 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
County Purchasing Agent
2100 Clarendon Blvd., 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

51. 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.

52. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

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

- The Contractor must design the project to meet all ADA requirements.
- The Contractor must monitor Work performed by the construction contractor and inform the County and the construction contractor immediately of any Work that does not conform with the ADA.

Neither the Arlington County Inspection Services Division, nor any County staff and/or third-party inspection service, is responsible for verifying that the Project's design complies with the ADA.

54. 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 provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. 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 provided with 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.

55. 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: SHARON LEWIS

NAME: _____

TITLE: PURCHASING AGENT

TITLE: _____

DATE: _____

DATE: _____

VII. ATTACHMENTS AND FORMS

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 21-DES-RFP-257**

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 1:00 P.M., AUGUST 31, 2020.

FOR PROVIDING:
ON-CALL BRIDGE AND ANCILLARY STRUCTURE ENGINEERING SERVICES

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 BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES ☐ NO ☐

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS?

YES ☐ NO ☐

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS?

YES ☐ NO ☐

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

YES ☐ NO ☐

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

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-DES-RFP-257, 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: _____