

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

**REQUEST FOR PROPOSALS NO. 22-DES-RFP-19**

**ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 23RD DAY OF AUGUST 2021.**

**FOR: ARCHITECTURAL AND ENGINEERING (A/E) SERVICES**

**VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. 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

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Procurement Officer  
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## **I. INTRODUCTION TO EVALUATION PROCESS**

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

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

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

### **MANDATORY REQUIREMENTS**

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

## II. INFORMATION FOR OFFERORS

### 1. SOLICITATION SCHEDULE

#### RFP No. 22-DES-RFP-19 – TENTATIVE SCHEDULE

RFP ISSUANCE	July 22, 2021
QUESTION DEADLINE	August 5, 2021 at 5:00 p.m.
PROPOSALS DUE	<b>August 23, 2021 at 3:00 p.m.</b>

### 2. QUESTIONS AND ADDENDA

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

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the RFP No.21-DES-RFP-19. 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.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY AUGUST 5, 2021, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE 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 or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

### 3. 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.

### 4. 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.

**5. 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.

**6. NOTICE OF DECISION TO AWARD**

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

**7. 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.

**8. 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-subsiary).

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.

**9. 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.

**10. 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.

**11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

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

**12. 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](http://www.scc.virginia.gov).

**14. EXCEPTIONS TO TERMS AND CONDITIONS**

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

**15. 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.

**16. 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](mailto:business@arlingtonva.us).

**17. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

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

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

**18. ELECTRONIC SIGNATURE**

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

### **III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 22-DES-RFP-19**

#### **PURPOSE OF SOLICITATION**

Arlington County intends to award multiple, categorical contracts to qualified architectural and engineering services firms to provide comprehensive, as-needed services in the following specialization areas:

- Architectural and related multi-disciplinary services,
- Mechanical, Electrical and Plumbing (MEP) Engineering and related multi-disciplinary services,
- Structural Engineering and related multi-disciplinary services.

The contracts will be used mainly by the Arlington County Facilities Design and Construction Bureau; however, the contracts also may be used by any other County Departments that need the services.

The awarded fourteen contracts will be distributed across the three Specialization Areas in the following manner:

- Architectural and related multi-disciplinary services - up to six (6) firms
- Mechanical, Electrical and Plumbing Engineering and related multi-disciplinary services – up to four (4) firms
- Civil, Geo-technical and Structural Engineering and related multi-disciplinary services – up to four (4) firms

The County intends to award contracts for each Specialization Area to multiple Offerors. Should an Offeror be awarded a contract for more than one Specialization Area, a single contract will be awarded to that Offeror covering all of the Offeror's work.

As the need arises for multi-model architectural and engineering services in any of the Specialization Areas, Arlington County will select from among the approved firms for each Specialization Area to perform the services, consistent with the task order assignment procedures set forth in this RFP.

Contractors selected per Specialization Area will be assigned to specific projects on a rotating basis; however, the County, at its sole discretion, reserves the right to select contractors out of rotation when deemed to be in the best interests of the County. The County also reserves the right to issue separate solicitation(s) for task order(s) for which doing so is determined to be in the best interest of the County.

The County currently owns or leases over 142 buildings of varied age and condition, and therefore, there is a constant need for a wide range of services connected with A/E Design and Construction management. The County does not maintain a schedule for building renovations; therefore, it is impossible to estimate the project volume.



#### **IV. SCOPE OF SERVICES**

During the Contract Term, the County will identify various projects for which services will be required under this Contract. Work for any given task order may include one or more tasks as well as any combination/sequence of tasks identified below. Task orders may include coordination with departments internal to Arlington County Government and may also involve presentations and meetings with citizen groups and review authorities external to County Government. Work will be performed primarily on County owned / leased buildings, or potential purchase or lease buildings.

##### **A. TASK ORDER SCOPE OF WORK**

When the need for professional services arises, a scope of work will be prepared by the County to specify the services required, to identify the criteria, limitations and parameters for the services and to describe the work product(s) expected of the Contractor. The scope may range from general to specific and will usually reference any related requirements. The Contractor's work and instructions to the potential general contractors shall follow the requirements of the Arlington County Construction General Conditions, current version as of the performance of work. The work under this contract may be initiated by one of several Arlington County Project Officers. The Project Officer must create a separate Purchase Order ("PO") containing a memorandum rationalizing the task order award decision for each task order. The Contractor shall not initiate the work prior to issuance of a valid County Purchase Order (PO).

##### **B. PROFESSIONAL SERVICES**

The architectural, civil, structural, mechanical, electrical and telecommunications portions of the task order shall be planned and designed by, or under the immediate supervision of, a licensed architect or engineer who has expertise in the particular discipline involved. Where the Contractor chooses to sub-contract a part of the Work, the Contractor shall employ an associate or consulting architectural or engineering firm with the requisite expertise to provide the required services. The County must approve any consultants, associates, or subcontractors proposed by the Contractor during the task order selection process to be part of the Contractor's team. The Contractor shall be solely responsible for any Work performed under this Contract by its consultants, associates or subcontractors.

In each assigned task order the Contractor shall:

1. Furnish preliminary studies, sketches, and layout plans and reports (including cost estimates) of proposed task orders and all structures, utilities, and other items appurtenant thereto. The number of copies of the preliminary documents to be furnished to the County, and the time for review by the County, will be specified in each task order assignment.
2. Furnish the number of final sets, interim sets, and copies of the work specified in each task order.
3. Assure complete, competent, properly coordinated, and thoroughly checked design documents.

4. Perform specific tasks and provide applicable drawings, maps, illustrations, and other necessary data as specified in each task order assignment.

### **C. POTENTIAL TASKS**

Task orders issued may fall within one or a combination of the Specialization Areas, as determined by the County Project Officer. The Contractor will be responsible for recommending specific actions to the County Project Officer, but the final decision in regard to the action taken will belong to the County.

#### **1. For Architectural and related multi-disciplinary services Specialization Area, the Work may include the following tasks:**

##### **a. COMMUNITY PROCESS:**

- i. Meet with the community to develop program and functional project requirements. Meetings are generally conducted during weekday evenings, but Saturday meetings may be required. The number of meetings will be dependent on task order size and scope.
- ii. Facilitate the community outreach meetings; prepare meeting summaries and other information as requested by the County. The meetings and all generated materials shall be accessible or distributed to the public by the County in person or through the project internet site.

##### **b. FUNCTIONAL PROGRAM:**

Coordinate the collection of program data developed by the County in accordance with the task order requirements provided by the County, with input from the community regarding the project and proposed site. The data shall be organized into a cohesive, comprehensive and simple document that will be available to the community for review and comment, as required by the County.

##### **c. SITE AND EXISTING DATA:**

Provide an engineering site survey of all existing improvements, utilities, principal vegetation and contours at no more than 2 feet intervals. This survey shall be coordinated with the Arlington County Engineering Bureau to identify any planned changes in the utilities serving or passing through or adjacent to the site.

##### **d. SITE ANALYSIS:**

Conduct a site analysis based upon the data gathered in accordance with requirements provided by the County and refine the data into a proposed site plan and supporting documentation sufficient to meet the County expectations outlined in the scope of work of each task order.

- e. PROJECT PHASING PLAN:

Study the available data and propose a project phasing plan that reflects the program needs and schedule. In developing the plan, the Contractor shall consider, at a minimum, seasons of the year, demolition (if necessary), County schedule, availability of space, continuation of programs, and other applicable factors.
  
- f. ESTABLISHING ENVIRONMENTAL PERFORMANCE STANDARDS USING LEED, ILFI or VIRIDIANT EARTHCRAFT RATING SYSTEM TARGETS:
  - i. Assist the County in the development of project registration for environmental performance standards, such as the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the International Living Future Institute (ILFI) or Viridiant Earthcraft certifications or review work prepared by others to ensure that the required project certification is achieved.
  - ii. Meet with the County early in the design process to discuss and identify the environmental performance certification target appropriate to the project. This discussion shall focus on achieving compliance with the current County Sustainability standards.
  - iii. Maintain an electronic file of the project sustainability target and all subsequent supporting data suitable for submission to achieve certification at project closeout.
  
- g. DESIGN PHASE SERVICES:
  - i. Provide Design and engineering services for each phase of the project (concept, schematic, design development, construction documents and contract documents). The design shall be developed using computer-based architectural depictions of each phase of the project and a narrative describing the project in sufficient detail for community and County Board review.
  - ii. Present this design at up to six (6) public or review meetings and make subsequent refinements as required by the County. The design proposal shall be accompanied by project cost estimates for all phases.
  - iii. Submit design phase drawings to the County electronically in either AUTODESK- AutoCAD (for 2D drawing documents), AUTODESK-Revit (FOR 3D drawing documents), and PDF format. Utilize Revu BlueBeam or approved comparable software for transferring or transmitting documents.
  
- h. BID PHASE SERVICES:
  - i. Provide electronic bid documents (to include, at a minimum, project drawings, specifications and pricing sheet) in a read-only format that is readily usable by the County and by all bidders.
  - ii. Assist the County in issuing amendments to the solicitation, as appropriate, to interpret, clarify, or define the requirements of the bid documents. All amendments shall be approved and issued by the County.
  - iii. Consult with and advise the County during bid review in regard to the qualifications of the potential general contractor and reasonability of bid prices.

- iv. Assist the County in negotiating with the lowest responsive and responsible bidder. When the lowest responsive and responsible bid exceeds the budgeted project cost, the Contractor shall assist the County in negotiating with the low bidder and/or modify the bid documents, as appropriate, for reissuing the Invitation to bid. If the County decides to negotiate with the low bidder to obtain a price acceptable for award of construction contract, the Contractor shall also prepare the modifications to the drawings, details, materials, equipment and specifications to document the changes made to the Bid Documents.
  
- i. CONSTRUCTION ADMINISTRATION:
  - i. Attend bi-weekly progress meetings and other meetings as required by the County Project Officer to represent the County during project phase
  - ii. Prepare reports from observations regarding constructability and design issues
  - iii. Respond to the general contractor's requests for information
  - iv. Provide the County with all necessary information to interpret the Contract Documents
  - v. Prepare any necessary field orders and Construction Change Directives.
  - vi. Review proposed change orders submitted by the general contractor for completeness and reasonableness of the scope of work and pricing, and provide recommendations to the County Project Officer
  - vii. Review shop drawings and submittals required from the general contractor and review and approve or reject with comments, as appropriate
  - viii. Ensure that project construction complies with the Contract Documents
  - ix. Review the general contractor's requests for payments and recommend action to the County Project Officer
  
- j. CONSTRUCTION VISITS, INSPECTION, AND CLOSEOUT SERVICES:
  - i. Attend site observation visits of ongoing construction at intervals outlined in the scope of work of each task order to evaluate the progress and quality of various aspects of the general contractor's work. Based on information obtained during such visits, the Contractor shall keep the County informed of the general progress of the work in relation to the overall schedule and alert the County of any potential issues or delays.
  - ii. During its site visits and based on its observation during such visits, the Contractor may disapprove or reject the General Contractor's work, or any portion thereof, while the work is in progress if the Contractor believes that such work does not conform to the Contract Documents, including approved shop drawings or other submittals. The Contractor shall document the defective work in writing and notify the County Project Officer immediately.
  - iii. Observe commissioning of work performed by others for quality assurance.
  - iv. Prior to scheduling a substantial completion inspection, verify in writing that the project is, in fact, ready for such inspection.
  - v. During substantial completion inspection, document all defective work as punch list items.

- k. POST-CONSTRUCTION SERVICES:
  - i. Conduct a final completion walk-through inspection with the general contractor and County representatives to verify completion of the punch list items and to assess the completeness of the work.
  - ii. Where applicable, provide final documentation submission to support an application to the USGBC to seek an LEED rating for the project, in sufficient detail to obtain the sought LEED certification.
  - iii. Review closeout documents, such as maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals which are to be assembled by the General Contractor for accuracy and completeness in accordance with the Contract Documents.
  - iv. Accept some portion of the general contractor's work and reject others or accept some or all of the work subject to certain conditions. Written notice shall be provided to the County and general contractor of the results of such final punch list inspections.
  - v. Receive the as-built drawing mark-ups required from the general contractor to prepare the record as-built drawings. The Contractor shall submit record drawings to the County electronically in AUTODESK-AutoCAD (for 2D drawing documents), and PDF format.
  
- l. SPACE PLANNING:
  - i. Evaluate existing spaces and prepare new space plans based on the County's needs assessment.
  - ii. Coordinate the task order scope of work, schedule, and cost with the County based on the County's needs and budget.
  - iii. When specifying new equipment, ensure that the space, weight and other parameters are analyzed in accordance with County Standards.
  
- m. COST ESTIMATING:
  - i. Prepare cost estimates for the project.
  - ii. Provide revised cost estimates based on alternative design solutions.
  
- n. PEER REVIEW OF CONSTRUCTION DOCUMENTS:
  - i. Review construction documents prepared by others to determine their accuracy and completeness in order to minimize changes to the Contract during the bidding and construction phases.
  - ii. Identify constructability issues and offer solutions to ensure adequacy of the project for its intended use.
  - iii. Prepare comments and provide marked up documents to support findings and present findings at meetings as required by the County Project Officer.
  
- o. FEASIBILITY STUDIES:
  - i. Conduct investigation of buildings and/or sites to determine the feasibility for use with respect to a proposed project.
  - ii. Perform testing as required by the County to determine the viability of use.
  - iii. Prepare a report and supplemental documentation to support the findings and present them to the County Project Officer.

- p. CODE ANALYSIS:
  - i. Analyze existing conditions or new building parameters for use in developing code compliance strategies
  - ii. Conduct code research and consult with applicable local building code enforcement agency to develop strategy for compliance.
  - iii. Document decisions of the local building code agency and prepare code analysis sheets to support decisions, to include narrative for all disciplines. Text and drawings with symbols shall be used to representing findings.
  - iv. Submit all necessary project documentation to the local building code enforcement agency for review and approval.
  - v. Attend code analysis meetings for projects, as required by the County Project Officer, and submit additional information as required to ensure project complies with codes.
  - vi. Conduct independent review of buildings to confirm code compliance.
  
- q. BUILDING ENVELOPE ANALYSIS:
  - i. Analyze existing conditions and new building requirements for constructability, moisture infiltration, noise and other pertinent parameters.
  - ii. Visit the site and test conditions for each project, using modeling of existing or new conditions to evaluate the potential scenarios.
  - iii. Prepare documentation to address findings, referencing applicable technical and/or practical standards, and present them to the County Project Officer.
  
- r. PROJECT INTERNET SITE:
  - i. Provide technical expertise to develop and maintain project-specific internet site.
  - ii. Follow the County's requirements regarding format and structure.
  - iii. Provide appropriate links to County and community web sites.
  - iv. Allow different levels of access to enable management coordination and storage of information.
  
- s. GEOTECHNICAL ANALYSIS:
  - i. Conduct surveys and take borings and test soils from identified sites, as required for completion of general contractor's work assigned.
  - ii. Develop documentation reflecting the site conditions that lead to a geo-technical analysis of the site to accept new structures.
  
- t. MASTER PLAN:
  - i. Prepare Master Plans for sites with multiple uses.
  - ii. Coordinate and resolve issues with various government and community agencies, as required by the project.
  - iii. The Master Plan may be County-wide or site specific, and include one or more County sites, community, and private entity locations.

- u. SURVEY QUESTIONNAIRE:
    - i. Develop and distribute questionnaire(s) to County stakeholders regarding forthcoming project issues, as specified by the County Project Officer.
    - ii. Conduct meetings with County Staff and community to determine structure of and questions for survey.
    - iii. Prepare questions, formatting, printing, distribution and collection of surveys.
  
  - v. SCHEDULING:
    - i. Develop and track the progress of projects through schedule software, such as Microsoft Project or Primavera Project Scheduler, and develop multiple scheduling scenarios, as needed, based on availability of resources.
  
  - w. HISTORIC PROPERTIES ASSESSMENT:
    - i. Assess historic buildings for relative importance in history, physical condition, proposed use and mandated code requirements.
    - ii. Recommend appropriate treatment (preservation, rehabilitation, restoration or reconstruction) based on the Secretary of the Interior's Standards for the Treatment of Historic Structures and all other applicable laws and regulations.
  
  - x. BUILDING ASSESSMENT:
    - i. Assess existing architectural conditions of identified structures to determine the extent of work that needs to be performed.
    - ii. Prepare narrative reports that reference applicable technical and/or practical standards, with pictures and cost estimates to establish renovation budgets.
- 2. Mechanical, Electrical and Plumbing (MEP) and related multi-disciplinary services Specialization Area, the Contractor is responsible for the Work which may include the following tasks:**
- a. ESTABLISHING ENVIRONMENTAL PERFORMANCE STANDARDS USING LEED, ILFI or VIRIDIANT EARTHCRAFT RATING SYSTEMLEED TARGETS:
  - b. DESIGN PHASE SERVICES:
    - i. Provide design and engineering services for each phase of the project (schematic, design development, construction documents and contract documents). The design shall be developed using computer-based programs. The design and a narrative describing the project in sufficient detail for the County Project representatives review.
    - ii. Present this design at up to six (6) review meetings and make subsequent refinements as required by the County. The design proposal shall be accompanied by a project cost estimates for all phases.
    - iii.

c. BID PHASE SERVICES:

- i. Provide electronic Bid Documents (to include, at a minimum, project drawings, specifications and pricing sheet) in a read-only format which is readily usable by the County and by all bidders.
- ii. Assist the County in issuing amendments to the solicitation, as appropriate, to interpret, clarify, or define the requirements of the Bid Documents. All amendments shall be approved and issued by the County.
- iii. Consult with and advise the County during bid review in regard to the qualifications of the potential general contractor and reasonability of prices bid.
- iv. When the lowest responsive and responsible bid exceeds the budgeted project cost, the Contractor shall assist the County in negotiating with the low bidder, and/or modify the bid documents, as appropriate, for reissuing the Invitation to Bid. If the County decides to negotiate with the low bidder to obtain a price acceptable for award of construction contract, the Contractor shall also prepare the modifications to the drawings, details, materials, equipment and specifications to document the changes made to the Bid Documents.

d. CONSTRUCTION ADMINISTRATION:

- i. Attend bi-weekly progress meetings and other meetings as required by the County Project Officer to efficiently represent the County during project phase
- ii. Prepare reports from observations regarding constructability and design issues
- iii. Respond to general contractor's Requests for Information
- iv. The Contractor shall issue all necessary interpretations and clarifications of the Contract Documents
- v. Prepare any necessary field orders and Construction Change Directives.
- vi. Review proposed change orders submitted by the general contractor for completeness and reasonableness of the scope of work and pricing, and provide recommendations to the County Project Officer
- vii. Review shop drawings and submittals required from the general contractor and review and approve or reject with comments, as appropriate.
- viii. Ensure project construction complies with contract documents
- ix. Review general contractor's requests for payments and recommend action to County Project Officer

e. CONSTRUCTION VISITS, INSPECTION, AND CLOSEOUT SERVICES:

- i. Visit the site and observation of the ongoing construction at intervals outlined in the scope of work of each task order, to evaluate the progress and quality of various aspects of the general contractor's work. Based on information obtained during such visits, the Contractor shall keep the County informed of the general progress of the work in relation to the overall schedule and alert the County of any potential issues or delays.
- ii. During its site visits and based on its observation during such visits, the Contractor may disapprove or reject the general contractor's work, or any portion thereof, while the work is in progress if the Contractor believes that



such work does not conform to the Contract Documents, including approved shop drawings or other submittals. The Contractor shall document the defective work in writing and notify the County Project Officer immediately.

- iii. Observe commissioning of work performed by others for quality assurance.
- iv. Prior to scheduling a substantial completion inspection, verify in writing that the project is, in fact, ready for such inspection.
- v. During substantial completion inspection, document all defective work as the project punch list items.

f. POST-CONSTRUCTION SERVICES:

- i. Conduct a final completion walk-through inspection with the general contractor and County representatives to verify completion of the punch list items, and to assess the completeness of the work.
- ii. Where applicable, provide final documentation submission to support an application to the USGBC to seek a LEED rating for the project, in sufficient detail to obtain the sought LEED certification.
- iii. Review closeout documents such as maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals which are to be assembled by the general contractor for accuracy and completeness in accordance with the Contract Documents.
- iv. The Contractor may accept some portion of the Work and reject others or may accept some or all of the work subject to certain conditions. Written notice shall be provided to the County and general contractor of the results of such final punch list inspections.
- v. Obtain the as-built drawing mark-ups required from the general contractor and transfer data to and prepare the record drawings. The Contractor shall submit record drawings to County electronically in AUTODESK-AutoCAD and PDF format.

g. COST ESTIMATING:

- i. Prepare cost estimates that reflect the anticipated cost of the project mechanical, electrical and plumbing systems.
- ii. Provide revised cost estimates based on alternative design solutions.

h. BUILDING ASSESSMENT:

- i. Conduct assessment of existing mechanical, electrical and plumbing systems condition of identified structures to determine the extent of work that needs to be performed.
- ii. Prepare narrative reports, which reference applicable technical and/or practical standards, with pictures and cost estimates to establish renovation budgets.

**3. For Civil, Structural, Geo-technical and related multi-disciplinary services Specialization Area, the Work may include:**

a. DESIGN PHASE SERVICES:

- i. Provide civil, structural, geo-technical engineering services for the project. The design shall be executed with sufficient details and narrative describing the structure for County Project representative review. The design proposal shall be accompanied by a project cost estimate.
- b. CONSTRUCTION ADMINISTRATION:
  - i. Attend progress meetings and other meetings as required by the County Project Officer to represent the County during project phase
  - ii. Prepare reports from observations regarding constructability and design issues
  - iii. Respond to general contractor's Requests for Information
  - iv. Issue all necessary interpretations and clarifications of the Contract Documents
  - v. Prepare any necessary field orders and Construction Change Directives
  - vi. Review proposed change orders submitted by the general contractor for completeness and reasonableness of the scope of work and pricing, and provide recommendations to the County Project Officer
  - vii. Review shop drawings and submittals required from the general contractor and review and approve or reject with comments, as appropriate
  - viii. Ensure that project construction complies with County approved Contract Documents
  - ix. Review general contractor's requests for payments and recommend action to County Project Officer
- c. CONSTRUCTION VISITS, INSPECTION, AND CLOSEOUT SERVICES:
  - i. Visit the site and observe the ongoing construction at intervals outlined in the scope of work of each task order to evaluate the progress and quality of various aspects of the general contractor's work. Based on information obtained during such visits, the Contractor shall keep the County informed of the general progress of the work in relation to the overall schedule and alert the County of any potential issues or delays.
  - ii. During its site visits and based on its observation during such visits, the Contractor may disapprove or reject the general contractor's work, or any portion thereof, while the work is in progress if the Contractor believes that such work does not conform to the Contract Documents, including approved shop drawings or other submittals. The Contractor shall document the defective work in writing and notify the County Project Officer immediately.
  - iii. Prior to scheduling a substantial completion inspection, verify in writing that the project is, in fact, ready for such inspection.
  - iv. During substantial completion inspection, document all defective work as punch list items.
- d. COST ESTIMATING:
  - i. Prepare project cost estimates.
  - ii. Provide revised cost estimates based on alternative design solutions.

e. BUILDING & SITE ASSESSMENT:

- i. Conduct assessment of existing structural systems condition of identified structures to determine the extent of work that needs to be performed.
- ii. Conduct assessment of existing soil condition to determine soil infiltration, foundation analysis, soil stability, terrain conductivity.
- iii. Phase I & II Environmental assessments
- iv. Prepare narrative reports that reference applicable technical and/or practical standards, with pictures and cost estimates to establish renovation budgets.

**D. QUALITY CONTROL / QUALITY ASSURANCE**

The Contractor 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 Contractor shall perform a Quality Assurance review of all documents prior to submittal to the County.

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

1. The working drawing documents submitted shall represent a reasonable and cost effective architectural and engineering solution for the scope of work and construction budget in the contract. All work must conform to current criteria, guides, codes and standards established by the County to good architectural and engineering practices.
2. All elements of submissions shall be checked by the Contractor, not by persons preparing the materials and by professional personnel trained in that specific discipline.
3. The Contractor 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.
4. The Contractor 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, major dimensions, and equipment locations shall be checked. The Contractor shall verify that all equipment is correctly identified the same way on all sheets and in the specifications.
5. Sections, details and dimensions must be in sufficient quantity, clarity and detail to allow the bidder to understand what is expected, to complete takeoffs of material types and quantities, and to prepare shop drawings and execute of the construction. This particularly applies to stairs, special connections to framing, typical details of system interfaces, flashings for roofs and walls, and similar building features.
6. The first sheet of the plans and specifications submitted to the County for working drawings review shall contain the following statement signed by Contractor's responsible staff: "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."

**E. TASK ORDER ASSIGNMENT PROCEDURE FOR ARCHITECTURAL, CIVIL, GEO-TECHNICAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND TELECOMMUNICATION SERVICES**

The Task Order Work assignments performed under these Contracts will be determined as follows:

1. For task order work assignments where the projected fee for all work associated with that particular task order is less than \$500,000, task orders will be assigned in rotation established by rank order of Contractors per Specialization Area in the evaluation of this RFP.
2. For task order work assignments where the projected fee for all work associated with that particular work is \$500,000 or greater, the County will solicit proposals from the Contractors in the appropriate Specialization Area as a result of this RFP and select the Contractor on the basis of the proposals.
3. For each assigned task order, the County Project Officer will provide the selected Contractor with a scope of work for the assignment, a listing of the deliverable items, the required completion date, and any other documents that may be available and relevant to the requested work.
4. The selected Contractor must submit a proposal for the work within ten (10) calendar days of receiving the scope of work, provide a description of its proposed method of completing the work, identify and provide resumes of the staff proposed to be used in performance of the work on the assignment, and provide a binding milestone schedule to complete the work.

The selected Contractor also must prepare a not-to-exceed cost proposal (either time and materials or lump sum, as specified by the County) using the fully burdened hourly rates identified in the Contract, identifying the required tasks and the estimated number of hours necessary to complete the assignment. If the price proposal is unacceptable, the County will negotiate with the Contractor, and if no agreement is reached, the County will request a price proposal from the next best qualified Contractor, for task orders between \$500,000 and \$1,000,000, or the next Contractor in rotation who has not exceeded the specified percentage in design fees awarded by the County for the particular group, for task orders under \$500,000.

No additional compensation will be paid for work on the assigned task order, unless approved in writing by the County Project Officer. The not-to-exceed amount will include all the Contractor's fees, expenses and profit.

5. To maintain equity among Contractors, the County will pass over any Contractor in rotation that has received more than the following percentage of the total fees awarded by the County to all Contractors in a particular Specialization Area as a result of this RFP:
  - a. Architectural and related multi-disciplinary services - 35%;
  - b. Mechanical, Electrical and Plumbing (MEP) Engineering and related multi-disciplinary services – 50%; and
  - c. Civil, Geo-technical, Structural Engineering and related multi-disciplinary services – 70%.

6. Records of the Contractor rotation and total fees and percentage values will be maintained by the Bureau Chief of the County's Facilities Design and Construction Bureau. The County will provide to any Contractor, upon request, the values of awards made to individual Contractors since the initial award.

## V. PROPOSAL REQUIREMENTS

### 1. GENERAL

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point.

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

### 2. PROPOSAL SUBMISSION

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

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, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. 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.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

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

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

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

**4. PROPOSAL STANDARDS**

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

**5. EXPENSES INCURRED IN PREPARING PROPOSAL**

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

**6. PROPOSAL EVALUATION CRITERIA AND WEIGHTS**

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

	Points
INTRODUCTION OF OFFEROR	5
PROJECT APPROACH AND UNDERSTANDING	30
SKILLS AND EXPERIENCE OF PROJECT TEAM	40
REFERENCE PROJECTS	25

**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.

**7.1 EXECUTED FORMS**

- 7.1.1 Proposal Form: original as detailed above.
- 7.1.2 Conflict of Interest Statement: included in the RFP document.
- 7.1.3 Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

**7.2 MANDATORY REQUIREMENTS**

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

- 7.2.1 The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.  
*Compliance with this mandatory requirement will be verified against the Offeror’s exceptions, if any, to the County’s draft Terms and Conditions.*
- 7.2.2 *Applicable to all Specialization Areas:* The Offeror shall be registered with Virginia State Board for Architects, Professional Engineers, Land Surveyors, and Landscape Architects. *Provide proof of your A/E professionals’ registration numbers.*

7.2.3 *Applicable to A&E and MEP Specialization Areas only:* The Offeror shall have a minimum of one (1) professional LEED AP staff member who is certified by the United States Green Building Council (USGBC). *Provide proof of the accreditation for the proposed staff member.*

7.2.4 *Applicable to A&E Specialization Area only:* The Offeror's proposed LEED AP professional staff shall have conducted and completed a minimum of three (3) completed LEED Certified (minimum Silver) projects with LEED certification achieved within the last eight (8) years from the date of issuance of this RFP. The three projects submitted shall be from distinctly separate buildings. Each project's construction value must be one million dollars (\$1 million) or larger.

*For each project, on a separate sheet, provide the following information:*

7.2.4.1 *Project name and location (physical address),*

7.2.4.2 *Name of project owner,*

7.2.4.3 *Name, phone number, email of the owner's Project Manager,*

7.2.4.4 *Initial time for completion of project and final time for completion of project,*

7.2.4.5 *Initial project budget and final project cost,*

7.2.4.6 *Project's LEED level and date LEED certified, certification number, and*

7.2.4.7 *Summarized project scope.*

7.2.5 *Applicable to MEP Specialization Area only:* The Offeror's proposed LEED AP professional staff member shall have conducted and completed a minimum of two (2) LEED Certified (minimum Silver) project with LEED certification achieved within the last eight (8) years from the date of issuance of this RFP. The three projects submitted shall be from distinctly separate buildings. Each project's construction value must be five hundred thousand dollars (\$500,000) or larger.

*On a separate sheet, provide the following information:*

7.2.5.1 *Project name and location (physical address),*

7.2.5.2 *Name of project owner,*

7.2.5.3 *Name, phone number, email of the owner's Project Manager,*

7.2.5.4 *Initial time for completion of project and final time for completion of project,*

7.2.5.5 *Initial project budget and final project cost,*

7.2.5.6 *Project's LEED level and date LEED certified, certification number and*

7.2.5.7 *Summarized project scope.*

### **7.3 INTRODUCTION OF OFFEROR (5 Points)**

*If submitting proposals for multiple Specialization Areas, the Offeror shall provide one response for this Section applicable to all Specialization Areas requested. The Offeror shall clearly state, in uppercase letters, the Specialization Area(s) for which the application is being submitted.*

Letter of Introduction (one page only). This letter shall briefly introduce the Offeror to the County and include affirmation of the Offeror meeting the requirements of the RFP and the



firm's familiarity with Arlington County. The Offeror shall include a description of the firm, its history, size and principal activities.

**7.4 PROJECT APPROACH & UNDERSTANDING OF SCOPE (30 Points)**

Offerors shall demonstrate that they have the resources, ability and capability to provide the services described in this solicitation. Offerors shall demonstrate their resources and capabilities for all of the tasks described in the scope of work. *If submitting proposals for multiple Specialization Areas, the Offeror shall submit a separate response for this section for each Specialization Area requested. Provide no more than (3) three pages for each Specialization Area.*

7.4.1 Provide a narrative describing your understanding of the County's intent for this RFP, including at a minimum:

7.4.1.1 How your firm intends to deliver the required services;

7.4.1.2 A workflow diagram or description of the steps that would be taken;

7.4.1.3 Additional tasks or requirements not reflected in the scope of work that the Offeror deems essential for successful completion of each project.

If the scope of work appears sufficient, note that in your response.

7.4.2 Provide a narrative on any innovations or novelty approaches that you envision using for the projects.

7.4.3 Describe your Quality Assurance/Quality Control program, including at a minimum:

7.4.3.1 Staff training program;

7.4.3.2 Project monitoring, quality control resources and procedures, report writing, and documentation procedures; and

7.4.3.3 Positions responsible for quality assurance.

7.4.4 Explain procedures, web-based software etc., that you propose to use to maintain contact with the County on a day-to-day basis during an ongoing project.

7.4.5 Describe experience working on at least one past project using the CMAR (Construction Manager At Risk) Delivery method. Provide the name of the project and the year the project was completed.

**7.5 SKILLS AND EXPERIENCE OF PROJECT TEAM (40 Points)**

*If submitting proposals for multiple Specialization Areas, the Offeror shall submit a separate response for this Section for each Specialization Area requested.*

7.5.1 The Offeror shall provide an organization chart and credentials of the proposed project team, to include name and role of each team member.

7.5.2 Describe the inter-relationships of the proposed project team, including the Offeror's basic approach to the management of the scope of work, to include reporting hierarchy of staff and sub-consultants, procedure for conflict resolution and individual(s) responsible for coordination of the separate components of the scope of work.

*Provide no more than (1) one-page only, for the organizational chart and description requested in this requirement.*

7.5.3 Provide a one-page resume for each position below listing the name, experience, qualifications such as professional registration, registration number and relevant certifications for proposed key team members who will be responsible for the management, technical work and quality control of projects. Professional staff shall have training, experience and certifications as required by all applicable federal, state and local laws and regulations:

- 7.5.3.1 Principal
- 7.5.3.2 Project Manager
- 7.5.3.3 Project Architect
- 7.5.3.4 Specification Writer
- 7.5.3.5 Cost Estimator
- 7.5.3.6 Project Engineer
- 7.5.3.7 Mechanical Engineer
- 7.5.3.8 Electrical Engineer
- 7.5.3.9 Tele-communication Engineer
- 7.5.3.10 Structural Engineer
- 7.5.3.11 Civil Engineer
- 7.5.3.12 Security Engineer
- 7.5.3.13 Geotechnical Engineer
- 7.5.3.14 LEED accredited Architect and/or Engineer
- 7.5.3.15 Interior Designer
- 7.5.3.16 Technical Support (CAD operators)
- 7.5.3.17 Clerical Support

The role of the Principal shall be to initiate the task order, manage and provide guidance to his team, and ensure that the team is meeting the budget and schedule.

7.5.4 Identify the team member(s) that possess specific training, certification and proficiency with the USGBC LEED program, and ASHRAE 90.1-2010.

7.5.5 Detail which proposed team members have experience on the referenced projects identified in the proposal. Please list the proposed project team member name, project name and role in referenced project.

7.5.6 Provide information regarding the proposed sub-consultants anticipated to be utilized, including firm experience; sub-consultant primary office location for services performed during this project; primary contact information, including name, email and phone number and a list of relevant projects applicable to the scope of services to be provided under this Contract. Provide this information on no more than one page

## **7.6 REFERENCED PROJECTS (25 POINTS)**

*If submitting proposals for multiple Specialization Areas, the Offeror shall submit a separate response for this Section for each Specialization Area requested. Provide no more than (2) two pages only for each referenced project requested in this requirement*

Offerors shall submit the following:

7.6.1 Listing of five (5) project/client references where similar services (including architectural, engineering, construction administration) have been provided and completed by the Offeror within the past eight (8) years.

7.6.2 Listing of three (3) LEED Certified (minimum Silver) buildings where similar services have been provided and completed by the Offeror within the past five (5) years (*applicable to A&E and MEP Specialization Areas only*). Project must have obtained certification. Provide certification number.

Each reference should come from a different client. At least one (1) of the projects listed must be performed for a local, state, or federal government agency. Each reference listing shall indicate:

7.6.2.1 Project name.

7.6.2.2 Description of services performed by Offeror.

7.6.2.3 Company for which the work was performed (include company name, contact person and that person's email and phone number).

7.6.2.4 Initial construction cost and final construction cost provide reason(s) for cost variances.

7.6.2.5 Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.

7.6.2.6 The Offeror must show understanding of the responsibility for the documentation and verification necessary to achieve the credits for LEED Silver Gold or Platinum certification (*applicable to A&E and MEP Specialization Areas only*).

All phone numbers and email addresses must be valid. Reference listings that include invalid phone numbers and email addresses will not be approved as qualifying. Also be sure to provide only the number of pages requested for each evaluation criteria requirement. Excessive number of pages with extraneous information will result in deduction of points from overall score.

**VI. CONTRACT TERMS AND CONDITIONS**

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

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

**AGREEMENT NO. 22-DES-RFP-19**

THIS AGREEMENT is made, on \_\_\_\_\_, between Contractor's name,  
Contractor's address ("Contractor") a name of state type of entity  
authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington  
County, Virginia ("County"). 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 Services
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)

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 architectural and engineering (A/E) 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 bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than \_\_\_\_\_ 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".

Individual task orders issued in the final year of the Contract may extend beyond this date and may terminate independently of the Main Agreement.

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B 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. The services under this Contract will be paid for using fully loaded hourly rates for the positions included in the Contractor Staff paragraph of the Scope of Work. Those rates shall include all costs and expenses of providing to the County the services described in this Contract.

**6. CONTRACT PRICE ADJUSTMENTS**

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

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

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

**7. 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, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Building Design-Vertical Infrastructure Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Zoning Ordinance, 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.

**8. 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.

**9. 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 5% 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.

**10. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

**11. 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.

**12. REIMBURSABLE EXPENSES**

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

**13. \* 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.

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

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

**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 HARASSMENT 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 negligent acts, errors, or omissions, including the negligent acts, errors, 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. DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment \_\_\_\_ ) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own

data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

**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.

Whenever possible, reports must comply with the following guidelines:

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

**36. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is

greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**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 DATA SECURITY AND PROTECTION..

**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  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

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

**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. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**54. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

**55. 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.

#### **56. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$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 listed 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.

**57. 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

CONTRACTOR

COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT C**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of \_\_\_\_\_ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-DES-RFP-19 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave

Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**





**VII. ATTACHMENTS AND FORMS**

**ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 22-DES-RFP-19**

**PROPOSAL FORM**

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 3:00 P.M., AUGUST 23, 2021.**

FOR PROVIDING ARCHITECTURAL AND ENGINEERING (A/E) SERVICES PER THE SOLICITATION.

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

**SUBMITTED BY:**

*(legal name of entity)*

\_\_\_\_\_

**AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**PRINT NAME AND TITLE:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY/STATE/ZIP:**

\_\_\_\_\_

**TELEPHONE NO.:**

\_\_\_\_\_

**E-MAIL  
ADDRESS:**

\_\_\_\_\_

**THIS ENTITY IS INCORPORATED  
IN:**

\_\_\_\_\_

**THIS ENTITY IS A:**

*(check the applicable  
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES

NO

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

\_\_\_\_\_

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

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

\_\_\_\_\_

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING 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

BIDDER 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 FROM THE VENDOR REGISTRY WEBSITE AT:  
[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

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: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
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:

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

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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.

*PROPOSAL FORM, PAGE 4 OF 5*

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: \_\_\_\_\_

OFFEROR'S PRINTED NAME: \_\_\_\_\_

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. 22-DES-RFP-19, 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: \_\_\_\_\_