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**Arlington Public Schools  
Purchasing Office**

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**NOTICE OF ADDENDUM NO. 1**

**Issued on April 29, 2016**

**TITLE:**                   **REQUEST FOR PROPOSAL FOR ARCHITECTURE/ENGINEERING SERVICES FOR MISCELLANEOUS TASK WORK ORDER CONTRACTS FOR ARLINGTON PUBLIC SCHOOLS**

**RFP NO.:**               **58FY16**

**RFP DUE DATE  
AND TIME:**           **MAY 6, 2016 PRIOR TO 2:00 P. M., (LOCAL PREVAILING TIME)**

- Q.1. If we are submitting one proposal for multiple categories, is there a limit on the number of projects we can submit? Can the project examples be 2-page examples or is each project example limited to one page?
- A.1. There is no limit on which you may submit. Although our preference is for one page project examples, if it is felt that this limit does not allow for an adequate description, a second page is acceptable.
- Q.2. (Section VI.A, Page 11) Does the one original and two copies of the proposal in electronic form need to be on three separate CD-ROMs or memory sticks, or do you want the three proposals as separate files on one CD-ROM or memory stick?
- A.2. Separate media so they can be distributed
- Q.3. (Section VI.D, Page 12) If there is no proprietary information, is it acceptable to provide a statement that there is no proprietary information being submitted, or should Tab 6 be eliminated entirely?
- A.3. Please include a statement to that effect under your Tab 6.
- Q.4. (Section VI.E.b, page 13) The RFP states “Tab 2. Provide a list of the disciplines and specialized services proposed on the consultant specialty form (Included in Appendix A).” Do you want Appendix A included in Tab 2?
- A.4. Yes, provide a completed Appendix A in Tab 2.
- Q.5. (Section VI.E.2.d, Page 13) The RFP says in Section VI.A “The proposal shall be limited to a page size of 8 ½ X 11.” For the “other information” including design plans, would it be acceptable to print on larger paper folded to 8 ½ x 11? Samples of our design plans are typically printed on 11x17 size sheets of paper, as the details of the plan do not fit on 8 ½ x 11.
- A.5. No, the digital version can be viewed in an expanded format.
- Q.6. (Section VI.E.e, Page 13) Which appendices specifically should be included in Tab 5?

A.6. No appendices, provide proof of insurance as required.

Q.7. Will there be an attendees listing?

A.7. Yes, See attached.

Q.8. Are the General Terms and Conditions contained in the RFP negotiable? We have had them reviewed by our attorney, who has raised issues that affect the insurability of the services. For example:

a. Paragraph 3, Standard of Care, requires the “highest degree” of skill and care that is “normally accepted” as the “highest level” of practice for the profession for comparable work in the area. Language such as this raises the standard of care to an extent that it is not covered by professional liability insurance. Typical language accepted in the industry in general would read: “Contractor’s services shall be performed in a manner consistent with that degree of skill and care exercised by practicing design professionals performing similar services under the same or similar circumstances and conditions.” Please note that should the standard of care language remain as written, APS would not have PLI coverage under certain claims against Gale. Please also note this is an industry standard, not a policy issue.

i. If this change were to be accepted, it has been recommended that the phrase “in accordance with the standard of care” be added to Paragraphs 4 and 5, again to preserve insurability.

b. Paragraph 24 requires the Contractor to indemnify, defend and hold harmless APS but does not tie the requirement to negligence of the Contractor. Theoretically the contractor could be held responsible even if it were not negligent. We would request that Contractor’s indemnification and duty to defend be limited to damages to the extent caused by contractor’s negligence.

c. Paragraph 53 (i) requires intellectual property infringement insurance. We do not carry that insurance and, per our agent, there is no such insurance product available in the marketplace. Would you consider waiving that requirement?

A.8. There are Mandatory Clauses that cannot be altered and they are shown with an asterisk (\*) at the end of the title. Other revisions could be considered during negotiations. For item c, see A12.

Q.9. Paragraph I, page 6, states task work orders shall not exceed \$500,000 in one contract term. Does this mean \$500,000 is the limit for each contract year for a total of \$2,500,000 over the 5 years, or does it mean \$500,000 is the limit for the entire contract (the initial term and all renewals)?

A.9. \$500,000 is the limit per contract year per contract.

Q.10. Is it necessary to include consultant information in the proposal?

A.10. If the consultant expertise is particularly germane to the evaluation of areas of proposed services, then the information should be included.

Q.11. 53.a Workers Compensation: Are there any other specific Workers Compensation coverage providers that APS will not accept other than the Injured Workers Insurance Fund, Townsend, MD listed in the RFP?

A.11. There is only one known specific Workers Compensation coverage provider, Injured Workers Insurance Fund, Townsend, MD, that APS will not accept.

Q.12. 53.i Intellectual Property Infringement Insurance: What are the specific coverage limits/amounts required for this coverage?

A.12. This is removed from this requirement per the APS Risk Manager.

- Q.13. Section IV Scope of Services, Item L. Geotechnical Services (page 9): part of the scope of service includes “materials testing and reports” – is this materials testing for soils, concrete and/or structural steel during construction? And how will this scope item differ from “third party inspection services” included under Items I, R, S, T, and Y?
- A.13. There are occasions where testing of the nature referenced in this questions are required apart from construction and are necessary prior to a project start as in a feasibility study. Although the scope may be similar or the same, the work is not associated with an active construction project.
- Q.14. Section XI General Terms and Conditions, Item 53. Insurance Requirements (page 27): This section notes that insurers should have a rating of "A-" or better, and a financial size of "Class VII" or better. Would APS approve a company whose commercial liability insurer meets these requirements, but their professional liability insurer, who has an AM Best Rating of “A” and reinsured by two “Class XV” companies which have ratings of A+ and A, is within the “Class V” Financial Size Category?
- A.14. An AM Best Rating of A and Class V would be acceptable.
- Q.15. Can you please clarify whether or not pricing and hourly rates (Appendix D) are part of the submission requirements for RFP #58FY16?
- A.15. No they are not part of the RFP submission, they will be requested at the interview stage.
- Q.16. Also, Appendix B and C are noted as for information only. To clarify, Appendix B, C, and E are not required to be submitted as part of this proposal.
- A.16. Correct, they will be required at the time a contract is agreed to.
- Q.17. Could you please confirm what an original electronic copy proposal. Is this a pdf on a disk of the original proposal?
- A.17. PDF is the normal form submitted.
- Q.18. On page 11 of the RFP, it mentions there are page limitations within the proposal. However, I wanted to confirm this refers to the page size of 8.5 x 11 and 10 point, as there do not appear to be any other page limitations?
- A.18. Correct but please note the section titled Unnecessarily Elaborate Responses.
- Q.19. Please confirm the number of hard copies to be submitted for this proposal. One (1) original and three (3) copies? Please confirm the number of electronic copies to be submitted for this proposal. Three (3) copies?
- A.19. Four (4) hard copies, and three (3) electronic versions.
- Q.20. Does APS intend for each specialized service consultant to participate in community meetings/engagement or develop and lead a community engagement plan?
- A. 20.No, under most scenarios, meeting with the community will be limited to architectural firms and selected firms where their particular discipline may be required as a supporting role for high profile projects. This level of specificity will be identified in the task order scope of work.
- Q.21. Section VI requests Appendix A included with the RFP documents be included in Tab 2 and states Appendices B and C are provided for information only but does not address Appendices D and E. Please confirm Appendices B, C, D, and E are not required to be included in our proposal response.
- A.21. Appendix B is a required document only when the contract is issued. Appendix C is a sample form of the contract for your legal review. Appendix D is a fee schedule, to be submitted if/when your firm reached the interview process. Appendix E is a non-disclosure agreement which would be signed if/when a contract is issued and the

contractor would have access to sensitive information regarding APS projects and other sensitive confidential information.

Q.22. Section VI Proposal Submission Requirements requests 7 total copies of the proposal including 3 electronic copies (1 original and 2 separate electronic copies). Are proposers required to include three separate CD ROMs or memory sticks each containing one electronic copy of the proposal or will one CD ROM or memory stick containing 3 electronic copies of the proposal be acceptable?

A.22 No, provide three separate copies – one original and two separate copies. There are multiple reviewers and multiple copies will be necessary.

Q.23. Are double-sided printed proposal acceptable?

A.23. Yes

Q.24. Regarding the above reference RFP #58FY16 for A/E Services for Arlington County Public Schools, are firms allowed to submit as sub-consultants with multiple firms. In other words, as an engineering firm can we submit as the sub-consultant for two separate architecture firms or are we only allowed to pursue the contract on one project team?

A.24. As long as the other firms consider you as a sub-consultant to them, you could be a sub-consultant to as many forms as many firms as will have you on their team.

Q.25. Under “G” in Specialized Services. Are we able to bid mainly pertaining to the A/V Services supporting sports fields (sound systems), lighting systems for theaters/auditoriums, load calculations for theatrical installations, public address systems (Sound systems) for theater/auditoriums, etc? We can provide services for all of the aforementioned and more however, we do not specialize in security/fire alarm, PA systems for entire school/building, parking lot lighting (outdoor lighting). I know it says “...may include, but not limited to...” but, we don’t want to bid the entire section and not be able to provide the proper services.

A.25. We recognize that there are categories where our description may be more diverse than your expertise, You should submit a description that accurately reflects your expertise.

Q.26. If submitting as an Architect with full services do we need to include all of the consultants or subs that will be used?

A.26. A revised Appendix A is provided with Addendum No. 1 which requires Offerors to distinguish between proposed services and proposed sub consultant services. Also, see A10.

Q.27. Will APS contract directly for MEP, Civil and other services instead of going through a full service Architect?

A.27. APS would like to have contracts with individual services as well as a few full service A&E and this will be based on the project needs as to whether or not a full service is necessary or just directly to a specific service.

Q.28. Any extra consideration for SWAM companies?

A.28. APS is not able at this time to give a preference to any SWAM providers but we do highly encourage notation of such in the submission.

Q.29. For engineering firm, regarding annual revenue for the past 5 years, if the project is a museum, the revenue calculation is different. The total from each category will not be added up to the total revenue. Total employee counts will have the same issue. Please specify.

A.29. Refer to the SF330 instructions and provide the information in a format that best fits the expected response. The evaluation committee will request further clarification if required.

This Addendum No. 1 must be signed, dated and received in the Purchasing Office prior to the date and time stated above "OR" acknowledgment of receipt of this addendum may be noted on the RFP. (See RFP Title Page One).

NAME OF VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

**ISSUED BY:**

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