



REQUEST FOR PROPOSALS TITLE PAGE - ONE

Arlington Public Schools Purchasing Office

REQUEST FOR PROPOSALS #58FY16

**Proposal Title: ARCHITECTURE/ENGINEERING SERVICES FOR MISCELLANEOUS TASK WORK
ORDER CONTRACTS FOR ARLINGTON PUBLIC SCHOOLS**

RFP NUMBER: #58FY16

RFP ISSUE DATE: APRIL 15, 2016

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

This is Arlington Public Schools (APS) Request for Proposals (RFP) #58FY16 issued **April 15, 2016**. **Sealed Proposals must be received and time stamped, or signed in, prior to 2:00 PM, on May 6, 2016 (collectively "RFP Due Date).** Offerors are responsible for ensuring that the Purchasing Office receives their Proposal submission prior to 2:00 PM, on May 6, 2016. The time a Proposal is received shall be determined by the time stamped on the Proposal receipt by the time clock in the Purchasing Office. The APS Purchasing Office is located on the fourth floor of the Arlington Public Schools Education Center, 1426 N. Quincy Street, Arlington, VA 22207. Delivery to, or receipt by, any office other than the APS Purchasing Office shall not be deemed receipt by the APS Purchasing Office until actually received in the APS Purchasing Office. The Offeror assumes all risk of delivery to the correct office.

In the event this time clock is not functioning, the time shall be determined by time displayed on the wall mounted clock located between rooms 405 and 406. The time on the wall mounted clock will be written on the proposal receipt by hand, by Purchasing Office personnel. **Proposals received at or after 2:00 PM, on May 6, 2016 shall not be considered.** If the APS Education Center is closed for any reason on the RFP Due Date, the RFP Due Date will be extended to 2:00 P.M. on the next business day the APS Education Center is open.

PRE-PROPOSAL CONFERENCE:

A pre-Proposal conference will be held for this Request for Proposals on **April 22, 2016, at 10:00 AM, in the School Board Room, located on the 1st floor at the APS Education Center, 1426 N. Quincy Street, Arlington, VA 22207, to discuss the general scope of services for the projects and answer general questions. Attendance is not mandatory, but is encouraged. Offerors are requested to contact Ms. Amy Jones, Administrative Specialist, at (703) 228-6613 or amy.jones@apsva.us if they plan to attend the pre-proposal conference, no later than two (2) business days prior to the conference. Minutes of this pre-Proposal conference, including but not limited to questions and answers, will be prepared and issued in writing by the Purchasing Office by 2:00 P.M. on April 29, 2016.**

All questions/requests for information must be submitted by email, addressed to: Ellen Wills, Assistant Purchasing Director, ellen.wills@apsva.us with a copy to Bill Herring, Owner's Project Manager, bill.herring@apsva.us and copied also to Aji Robinson, Owner's Project Manager, ajibola.robinson@apsva.us. To be assured consideration questions/requests must be received prior to 4:00 PM, April 26, 2016. After reviewing any questions/requests submitted, the Purchasing Office will issue written answers to questions/requests it deems necessary to answer. Changes to this RFP will be made only by written Addendum issued by the Purchasing Office and designated as "Addendum No. ____."

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Proposals are to be submitted by mail, hand delivery or express carrier to:

Arlington Public Schools
Attn: Ellen Wills, CPPB, VCO, Assistant Purchasing Director
Purchasing Office, 4th Floor,
1426 N. Quincy Street
Arlington, VA 22207

Please refer to Section III for additional instructions and requirements.

ADDENDUM:

All Addenda will be posted on the APS Website (www.apsva.us); and on eVA, the Commonwealth of Virginia's on-line e-procurement system: (www.eva.virginia.gov).

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall **acknowledge receipt and inclusion of all Addenda here:**

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Offerors shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the Proposal at Tab 6, and shall include all information required by Va. Code Ann § 2.2-4342 in support of such designation. See Section VI.D, Instructions to Offerors, Trade Secrets or Proprietary Information, for additional information.

Please mark one:

- Yes, My Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 6
- No, My Proposal does not contain information deemed to be proprietary or a trade secret.

ACCEPTANCE OF SCOPE OF SERVICES:

By submitting a Proposal, Offeror confirms that it can deliver all of the work contained in the Scope of Services

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER:

Under paragraph 9 of Section III, Instructions to Offerors, and paragraph 34 of Section VI, Contract Terms and Conditions, the requirement of the Virginia Public Procurement Act (VPPA) § 2.2 4311.2 that an Offeror 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 or as otherwise by law is incorporated. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC at (www.scc.virginia.gov) or the Clerk's office at 1-804-371-9733.

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The Offeror must complete the following by checking the appropriate line that applies and providing the requested information

1. ___ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror's identification number issued by the SCC is _____. *(The SCC number is NOT your federal tax Identification number nor your eVA registration number).*
2. ___ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's identification number issued to it by the SCC is _____.
3. ___ Offeror does not have an identification number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia.

DEBARMENT:

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?
Yes ___ No ___
2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?
Yes ___ No ___

ETHICS IN PUBLIC CONTRACTING/CERTIFICATION OF NON-COLLUSION

The Contract(s) awarded as a result of this RFP, if any, will incorporate by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia 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 undersigned certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person(as defined in Code of Virginia Section 59.1-68.6 et seq.) and that it has not conferred on any public employee having official responsibility for this purchase 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.

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In compliance with this RFP and all the conditions imposed therein, the Offeror identified below offers and agrees to furnish the goods/services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with APS.

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address:

Remittance Address (If Different):

Phone: (____) _____

Fax: (____) _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____

Signature: _____

Date: _____

(Person signing must be authorized to bind the Offeror in contractual matters)

A W-9 Form should be attached showing correct Full Legal name for award of contract.

INCLUDE PAGES 1, 2, 3 AND 4 OF THIS RFP AS THE FIRST 4 PAGES OF YOUR PROPOSAL RESPONSE UNDER TAB 1

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I. GENERAL INFORMATION

Arlington Public Schools (APS) is soliciting Proposals from qualified Offerors to provide professional services in architecture and engineering for a variety of assignments involving APS facilities. APS intends to award a minimum of one (1) Task Work Order Contract for each Specialized Service to successful Offerors who provide services in disciplines relevant to facilities planning, site and existing building investigations/assessments and feasibility studies, program development, compliance with construction codes and the Americans with Disabilities Act (ADA), Capital Improvement Projects (CIP) and Minor Capital/Major Maintenance Projects (MC/MM). The Contract Term will be for a one (1) year term, or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first, commencing on the date the Purchasing Agent signs the Contract. Contracts may be renewed at the option of APS for four (4) additional one (1) year terms, one year at a time.

The sum of all Task Work Orders assigned in one (1) contract term shall not exceed five hundred thousand dollars (\$500,000), and no Task Work Order shall exceed one hundred thousand dollars (\$100,000).

Specialized Services for which APS intends to award contracts are listed in Section IV.

II. BACKGROUND

APS currently serves over twenty-five thousand (25,000) students in thirty-five (35) separate facilities with a total gross area of approximately four million, four hundred thousand (4.4 million) square feet. There is a constant need for a wide range of services connected with architecture/engineering (A/E) Design and Construction management related to building construction and renovation. APS does not maintain a schedule for when building renovations will commence; this necessarily is driven by changes in the population base and projections of need based thereon. As a result, it is impossible to estimate the project volume. It is anticipated that Task Work Orders may be issued to support capital projects identified in the CIP.

The successful Offerors awarded a Contract as a result of this RFP, if any, must have sufficient organization, personnel and management for a variety of assigned Task Work Orders, which may include any individual or combination of the Specialized Services specified in the RFP or similar, as determined by APS. The successful Offerors awarded a Contract as a result of this RFP will be assigned specific Task Work Orders in accordance with the provisions listed in Section XI. General Terms and Conditions.

III. PURPOSE

APS often needs *professional architectural and/or engineering* assistance for discrete, small projects such as investigations, studies, reports, design of small projects, and related services. The aim of this RFP is to contract with several A/E firms who will agree to be available to provide these services in a timely manner, thereby reducing the cost and time for advertising and developing numerous RFP's, and generally to increase the efficiency in obtaining professional services.

The purpose and intent of this RFP is to solicit proposals for a Term Contract for such professional architectural and/or professional engineering services to be provided on an "as needed" basis pursuant to Task Order Assignments issued during the Contract term.

The intent of this solicitation and resulting contract is to acquire on-call services of qualified firms to provide the specialized services listed in Section IV.

APS intends to award a contract for each Specialization Service to one (1) or more Offerors. Offerors may submit Proposals for one or more Specialization Area. Should an Offeror be awarded a contract for multiple Specialization Areas, a single Contract will be awarded covering all work.

As the need arises for architectural and engineering services in any of the Specialization Areas, APS will select from among the approved firms for each Specialization Area to perform such services.

The Contract will be used mainly by the APS Design and Construction Office; however, it may be used by any other APS Offices that need the services covered by the Contract.

APS provides no guarantee of the amount of work to be assigned to the selected firms. APS reserves the right to issue separate solicitation(s) for Task Work Order(s) when it is determined to be in the best interest of APS.

IV. SCOPE OF SERVICES

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

Where multiple Contracts are awarded for a Specialized Service, the initial intent is that individual Task Work Orders will be issued to the Contractors on a rotation basis. However, the rotation may be adjusted or not followed for any one or more Task Work Orders at the sole discretion of APS as a result of performance of the Contractors on previous Task Work Orders, or the capacity/resources of the Contractor(s) to successfully perform the Task Work Order in a timely manner. The Purchasing Agent will maintain and track the rotating contract listing. Decisions to vary from the rotation shall be made by the Purchasing Agent or designee, who shall maintain written documentation supporting the justification for the decision to vary from the rotation

Once the need for a Specialized Service is determined, a scope of work will be prepared by APS to specify the services required, to identify the criteria, limitations and parameters for the services and to describe the work product(s) expected. The scope may range from very general to very specific and will reference any related requirements. APS shall create a separate Purchase Order (PO) for each Task Work Order and the Contractor shall not commence work prior to receipt of an authorized PO.

The scope of work for each Task Work Order could include, but is not limited to, one or more of the following project phases/activities:

- Feasibility Studies
- Educational Specifications
- Program Development
- Community Engagement
- Assessment of Existing Conditions and Building Surveys
- Peer Review of Contract Documents
- Quality Control/Quality Review
- Development of Alternative Concept Designs
- Typical Design Phases (Schematic, Design Development, and Construction Documents)
- Bidding and Contract Negotiation
- Construction Administration
- Construction Visits, Inspection, and Closeout
- Post Construction

The architectural, civil/surveying, structural, mechanical, plumbing, and electrical portions of the Task Work 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. Any sub-contracted work shall be performed by the consultants, associates, or subcontractors proposed by the Contractor during the selection process as part of the Contractor's team. The Contractor shall be solely responsible for any Work performed under the Contract by its consultants, associates or subcontractors.

In each assigned Task Work Order, the Contractor must:

- Furnish the number of final sets, interim sets, and copies of the work specified in each Task Work Order.

- Assure complete, competent, properly coordinated, and thoroughly-checked deliverables.
- Maintain security practices to prevent disclosure of information about Task Work Orders under the Contract to any individual or firm other than to APS except as may be required to obtain quotations for materials and supplies for subcontract work.
- Perform specific tasks and provide applicable drawings, maps, illustrations, and other necessary data as specified in each Task Work Order.

SPECIALIZED SERVICES

APS anticipates the award of a minimum of one (1) Contract for each of the following Specialized Services:

A. Architectural and Interior Design Services

Work may include, but is not limited to, general architectural and interior design services, investigation of buildings and/or sites to determine the feasibility of use with respect to a proposed project, testing as required to determine viability of use, facilities master planning, needs assessment, program of requirements development, educational specifications development, preparation of space plans, preparation of furniture, fixture, and equipment (FF&E) documents, and cost/benefit analysis of various design alternatives.

B. Code Analysis and ADA Compliance Services

Work may include, but is not limited to, analysis of existing conditions or new building parameters for use in developing code and ADA compliance, code research and consultation with applicable local building code enforcement, and independent review of proposed projects to confirm code and ADA compliance.

C. Civil/Site Engineering Design Services

Work may include, but is not limited to, general civil/site engineering design in accordance with Arlington County requirements including grading/drainage plans, utility plans, stormwater management/mitigation design, evaluation and cost/benefit analysis of design alternatives, and completed site inspections and certifications.

D. Surveying Services

Scope of work may include but is not limited to: providing survey works in accordance with, Arlington County and/or VDOT requirements, Virginia law and codes and other legal matters pertaining to professional surveying activities such as field survey, plat preparations, site specific surveys, control surveys, property research/surveys, boundary surveys, ROW, geotechnical borings and easement stake outs, utility surveys, topographic surveys, fresh water wetland surveys, storm water management/floodplain surveys, geographic information system/land information system (GIS/LIS) and as-built surveys and plans/plats preparation services.

E. Landscape Architecture/Engineering Design Services

Work may include, but is not limited to, general landscape architecture/engineering design, sports fields and courts planning/design, planting plans, irrigation system design, exterior lighting design/layout, site features design/detailing, integrated stormwater management strategy design, sustainability design for water and energy conservation, and completed site inspections and certifications.

F. Mechanical Engineering Design Services

Work may include, but is not limited to, general mechanical and/or HVAC design, including fire suppression, energy savings programs (either new or renovation), systems survey and general consulting.

G. Electrical and Low Voltage Engineering Design Services

Work may include, but is not limited to, electrical systems design and survey including, but not limited to: interior, exterior and site (sports fields and courts, parking lots, security/fire alarm and lighting systems, fire suppression, etc.), load calculations, outdoor lighting, public address systems, audio/visual systems, energy saving programs and general consulting assignments.

- H. Plumbing Engineering Design Services**
Work may include, but is not limited to, general plumbing systems design and survey and consulting within the specialty area.
- I. Structural Engineering Design and Inspection Services**
Work may include, but is not limited to, structural analysis and assessments, general structural design, third party inspection services, and consulting assignments for new construction and/or renovation.
- J. Telecommunications Design Services**
Work may include, but is not limited to, infrastructure design of passive components, active components and network rooms and data and voice communication systems network design.
- K. Security Planning and Design**
Work may include, but is not limited to, security assessment of existing and/or proposed facilities, security system planning for system integration with existing and/or proposed facilities (passive and active systems), and design, drawings, and specifications to indicate location of security devices and coordinated equipment installation for remote display of monitored locations.
- L. Geotechnical Services**
Work may include, but is not limited to, full scale geotechnical services and study including test borings, test pits, determination of soil bearing values, percolation tests, ground corrosion and resistivity tests, materials testing and reports containing appropriate professional recommendations and evaluations.
- M. Environmental Engineering and Testing Inspection Services**
Work may include, but is not limited to, environmental consulting, management, remediation design for a variety of public health risk assessment projects to include site assessments, monitoring and evaluation of indoor air quality, hazardous material recovery, geophysical services, asbestos inspections survey, lead inspections and testing services, storm water management, wetlands mitigation and investigation, etc. Testing and inspection services shall be provided in accordance with any/all applicable federal, state and/or local regulations and law.
- N. Construction Cost Estimating and Value Engineering**
Work may include, but is not limited to, preparation of cost estimates that reflect the anticipated cost of the project as reflected in and consistent with the scope of the services provided and review/analysis of alternative design solutions including evaluation of life cycle costing.
- O. Experiential Graphic Design**
Work may include, but is not limited to, the design and planning of sign programs, wayfinding consulting, and exhibit and interpretive design.
- P. Commissioning Services**
Work may include, but is not limited to, providing services addressing the commissioning of building systems on new construction and/or renovation projects. Offerors can submit Proposals on one or more of the following commissioning services (1) HVAC, BAS, and energy metering systems, (2) geothermal systems, (3) Voice, Data and CATV systems, (4) Security and Access Control systems, (5) Building Envelope, and (6) Theater and Auditorium systems.
- Q. Multimodal Transportation Design Services**
Work may include, but is not limited to, design of pedestrian and bicycle facilities, field data collection, providing traffic counts, future trip generation/traffic analysis, Transportation Demand Management (TDM) planning, parking capacity analysis and management, personal vehicle pick-up/drop-off procedures, school bus curbside management, preparation of signal warrant analysis, site planning and circulation design, capacity analysis, preparation of Transportation Impact Assessment (TIA) documents, assistance with compliance with transportation related Special Use Permit requirements, and traffic impact analysis in accordance with the most current federal, state, and/or local regulations.

- R. Sustainability Planning and Design Services**
Work may include, but is not limited to, establishing sustainability objectives for projects, analysis of cost/benefit of sustainability strategies, review of work prepared by others to ensure compliance with sustainability objectives, and registration/documentation required for third party certification programs such as the Leadership in Energy and Environmental design (LEED) rating system.
- S. Geothermal Engineering Design and Inspection Services**
Work may include, but is not limited to, geothermal analysis and assessments, general geothermal system design, third party inspection services, and consulting assignments for new construction and/or renovation.
- T. Roofing and Building Envelope Design and Inspection Services**
Work may include, but is not limited to, analysis of existing conditions including testing and/or modeling as required, reviews to assess constructability, moisture infiltration, noise, and other pertinent parameters for renovation and/or new construction projects, preparation of design and specification documents, and third party inspection services.
- U. Historic Properties Assessment and Archeological Services**
Work may include, but is not limited to, assessment of facilities for relative importance in history/physical condition, recommendations for 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, provide archeological services such as field evaluations, documentation, cultural resource management, artifact analysis, and report preparation.
- V. Acoustical Design Services**
Work may include, but is not limited to, general acoustical design and survey and consulting within the specialty area, specifically related to issues surrounding the K-12 environment.
- W. Food Management and Kitchen Design Services**
Work may include, but is not limited to, evaluation/assessment of existing facilities, general kitchen design recommendations, and preparation of design, drawings, and specifications within the specialty area.
- X. Swimming Pool Consulting and Design Services**
Work may include, but is not limited to, evaluation/assessment of existing facilities, general swimming pool design recommendations, and preparation of design, drawings, and specifications within the specialty area.
- Y. Theater and Auditorium Consulting and Design Services**
Work may include, but is not limited to, evaluation/assessment of existing facilities, general theater and auditorium design recommendations, third party inspection services, and preparation of design, drawings, and specifications within the specialty area.
- Z. Specification Services**
Work may include, but is not limited to, third party review and preparation of construction specifications.

V. PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Schedule of Items</u>
Friday, April 15	Issue Request for Proposals
Friday, April 22	Pre-Proposal Conference 10:00 AM
Tuesday, April 26	Questions/Inquiries Must Be Submitted By 4:00 PM
Friday, April 29	Answers to Questions- Issued
Friday, May 6	Proposals Due Prior to 2:00 PM
May 16 to May 25	Discussions with Selected Offerors
Thursday, May 26	Award Recommendation
Thursday, June 2	School Board Approval
Friday, June 3	Award of Contracts

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION REQUIREMENTS

One (1) **Original hard copy Proposal** in a binder, and one (1) **Original electronic copy Proposal**, so marked, and three (3) separate hard copies of the Proposal and two (2) separate electronic copies of the proposal in PDF format on CD-ROM or memory stick, for a total of seven (7) copies of your Proposal document are required. Offerors are to ensure the electronic copies are marked with the name of the firm. The Offeror's Proposal shall address the below areas, not exceeding the stated page limitations. The Proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Proposals shall be submitted in sealed package, with the RFP number, title, RFP Due Date and time on the outside of the package. Offerors are responsible for having their Proposal received by Purchasing Office staff prior to 2:00 PM, on May 6, 2016. APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, APS will notify the Offerors of the deficiency and request that the appropriate number of copies is delivered by the end of the second business day following the request. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for APS to reject such Proposals as nonresponsive.

Email or facsimile submission of Proposals is not acceptable and any Proposal submitted in this manner will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals.

Offerors shall submit their Proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the Proposal as nonresponsive; however, APS reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Proposal as nonresponsive.

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.

APS proposed Contract Documents and this RFP contain terms and conditions APS intends to use for the resultant Contract. Any Offeror awarded a Contract shall be required to execute a Contract in substantial compliance with APS standard Contract and will be required to furnish all other required documents and information, including but not limited to tax identification or social security number within fifteen days after receipt of notice of intent to award or notice of award; otherwise, APS may award the Contract to another Offeror.

Proposals having any erasures or corrections must be initialed by the Offeror in blue ink.

B. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, and visual and other presentations are neither necessary at this time nor desired by APS.

C. USE OF INFORMATION AND DOCUMENTS

APS and its officials, employees and agents may copy and use all or any portion of the Proposal for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall become the property of APS upon receipt by APS. Following award APS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's Proposal.

D. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction are subject to the public disclosure restrictions and requirements of Va. Code Ann. § 2.2-4342. To the extent the Offeror seeks to exclude any document or information submitted as part of its Proposal from public disclosure the Offeror must comply with the requirements of Va. Code Ann. § 2.2-4342,. **Offerors shall submit, under Tab 6 of the Proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall provide all information required by Va. Code Ann. § 4342 to establish why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information to the extent so provided by Va. Code Ann. § 2.2-4342.

E. FORMAT AND CONTENT

1. The Proposal shall address the items included in the Section IV, Scope of Services and in the Section VII, Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be tabbed and submitted in a three ring binder with all documentation in a single volume if practical. Failure to do so will result in a lowered evaluation. Incomplete Proposals shall be determined non-responsive.
2. Offerors should organize their Proposals using the following format:

- a. Title Sheet (TAB 1)

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1, 2, 3 and 4.)** of this solicitation and include it as the first pages of your Proposal. The

name stated on the Title Sheet, page 4 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

b. Disciplines and Specialized Services (TAB 2)

Provide a list of the disciplines and Specialized Services proposed on the Consultant Specialty Form (included in Appendix A).

c. Standard Form SF330 (rev 3/2013) (TAB 3)

May be downloaded from:

[http://www.gsa.gov/portal/getFormFormatPortalData.action;jsessionid=CAA42C3512C634F48EBD8E06D384249F.\\$%7Bjvm.route%7D?mediaId=89925](http://www.gsa.gov/portal/getFormFormatPortalData.action;jsessionid=CAA42C3512C634F48EBD8E06D384249F.$%7Bjvm.route%7D?mediaId=89925)

Complete Part 1 and Part 2 of the SF330 form using the instructions included on the form and as expanded below. If an Offeror intends to provide a Proposal for more than one Specialized Service, and indicates such by selecting more than one discipline on the Consultant Specialty Form, the Offeror may elect to provide a single SF330 provided that the completed form adequately demonstrates that the Offeror has the qualifications to provide the specialized services.

Part I – Contract Specific Qualifications

- Section A Contact Information
- Section B Architect-Engineer Point of Contact
- Section C Proposed Team (identify subcontractors if applicable)
- Section D Organizational Chart of Proposed Team (if applicable)
- Section E Resumes of Key Personnel Proposed For This Contract (complete one Section E for each key person and include subcontractor team members if applicable)
- Section F Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract (include a minimum of three projects)
- Section G Key Personnel Proposed for this Contract’s Participation in Example Projects
- Section H Additional Information- (provide a short description of the methodology typically applied to services on a project in the Specialized Services for which the Offeror wishes to be considered)

Part II – General Qualifications

d. Other Information (TAB 4)

Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

Offerors should provide excerpts or samples of reports, studies, or design materials that are representative of work likely to be performed under any resulting Contract. Work product submitted may include feasibility studies, life cycle cost analyses, ADA reports, sustainability studies, engineering studies, design plans for smaller projects and other related materials

e. Appendices (TAB 5)

Appendix B is provided for information only.

Appendix C is provided for information only.

Submit current proof of the following insurance coverage:

- Worker’s Compensation Insurance
- Professional Liability (Errors & Omissions) Insurance

- Commercial General Liability
- Business Automobile Liability Insurance

Submissions of Proof of Insurance listed above will be provided on standard Acord Forms with this Proposal. Upon award of the contract, certificates of insurance, naming APS as additional insured for the duration of the contract shall be required.

f. Proprietary Information (TAB 6)

VII. CRITERIA FOR PROPOSAL EVALUATION

Proposals must contain evidence of the Offeror's experience and abilities in the Specialized Service(s) and other disciplines required for performance of the proposed work. Other information required by APS may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the Offeror's expertise in the area of this solicitation. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise, as well as provide alternative concepts.

A Selection Committee will review and evaluate all Proposals. The Selection Committee will rely on the Proposals submitted in selection of finalists and, therefore, Offerors must emphasize specific information considered pertinent to the project and submit all information requested. Evaluation of the Proposals will include the criteria listed elsewhere in this solicitation.

A. OFFEROR

1. Location of office(s) of Offeror from which Specialized Services would be provided under this contract (SF330, Part I, Section A, no. 1 and Part II). Location within Northern Virginia and the District of Columbia Metropolitan Region is preferred.
2. Professional qualifications of personnel to be assigned to the contract (SF330, Part I, Section E)
3. Experience in the disciplines or Specialized Services proposed (SF330, Part I, Section F). Preference will be given to previous experience in educational facilities, particularly K-12 facilities.
4. Experience in Task Work Order contracts, including feasibility studies, educational specifications, program development, assessment of existing conditions, development of alternative concept designs design reviews, minor renovations, system replacements, and miscellaneous consulting falling under the scope of this RFP. Ability, as based on evidence of prior work, to meet owner's budget and schedule constraints, includes ability to address Task Work Order projects within short time frames to meet owner's changing needs (SF330, Part I, Sections F and TAB 4).
5. Information supplied by references on capability and past performance of Offeror (SF330, Part 1, Section F, No 23). References will only be checked for short listed Offerors.
6. Methodology (SF330, Part I, Section H).
7. Sample work product (TAB 4).
8. Quality and specificity of Proposal response.

B. FEES FOR SERVICES

Fees are not to be submitted with this Proposal. See Section VIII. METHOD OF AWARD for further information on fee negotiation. Offerors selected for award will be asked to provide hourly rates for all personnel proposed to be assigned work, including sub-contractors, and rates for typical reimbursable expenses.

The hourly rates shall not be subject to adjustment during the initial Contract Term (date of Contract award July 1, 2016 through June 30, 2017). Should the Contract be extended, any changes in the hourly rates shall be subject to negotiation between APS and the Offeror.

Please refer to Contract Term and Condition 13, Reimbursable Expenses. The loaded labor rates shall be considered binding for the duration of the initial term of the Contract. Travel expenses shall not be reimbursed unless travel is outside the states of Virginia, Maryland and the District of Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates for Arlington County, Virginia. All normal travel expenses and travel time related to the project are not considered reimbursable and shall be included in any lump sum price, not to exceed price and loaded hourly rates.

The reimbursement of travel expenses as described above shall also apply to all Sub-contractors and consultants used by the Contractors under the Contracts.

C. PROPOSAL EVALUATION CRITERIA

The Proposals will be evaluated in accordance with the criteria listed below:

General organization, thoroughness, and continuity of Proposal	15%
General Qualifications (SF330 Part I Section A, B, C and D and Part II)	10%
Key Personnel Experience and Qualifications (SF330 Part I Sections E and G)	35%
Relevant Experience and Example Projects (SF330 Part I Sections F and H)	40%
TOTAL	100%

The remaining contents of the Offeror's Proposal not specifically listed in the evaluation criteria, e.g. Other Information (Tab 4), etc., will be considered generally and may affect the weighting of the categories identified above.

VIII. METHOD OF AWARD

For each Specialized Service, APS shall engage in individual discussions and interviews with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required Specialized Service(s). Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed Contract. Proprietary information from competing Offerors will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by §2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews, on the basis of evaluation factors published in this Request for Proposal and all information developed in the selection process to this point, APS shall rank, in the order of preference, the interviewed Offerors whose professional qualifications and proposed Specialized Services are deemed most meritorious.

Negotiations shall then be conducted with as many of the Offerors whose professional qualifications and proposed Specialized Services are deemed acceptable as APS may in its sole discretion determine is appropriate to fill the anticipated needs of this solicitation. These negotiations shall include marked up hourly rates considered fair and reasonable, and which compare favorably with the typical labor rates for the various A/E skill levels required for the Specialized Services. If a Contract is awarded, APS may award as many Contracts as determined by APS in its sole discretion as necessary to meet the anticipated needs of this solicitation.

Contracts awarded under this solicitation are not exclusive. APS may issue additional RFPs for similar work and other projects as the need may occur.

IX. CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION

Any resulting Contract will be for a term of one year, with the right reserved to APS, in its sole discretion, to renew the Contract for an additional one year term. This option to renew may be exercised by APS up to but not more

than for four (4) additional one year terms (“Renewal Contract Term”). The one year duration shall be referred to as the “Contract Term.” The initial Contract Term is anticipated to be from July 1, 2016, through June 30, 2017. The aggregate total of Task Work Orders performed during any Contract Term shall not exceed \$500,000, and no individual Task Work Order may exceed \$100,000. If the \$500,000 aggregate limit is reached in any Contract Term, then no further Task Work Orders may be issued during that Contract Term. For any Task Work Order not completed during the Contract Term in which the Task Work Order was issued, all terms and conditions of the Contract in effect at the time the Task Work Order was issued shall survive until the Work is completed.

APS may exercise any remaining option to renew at any time prior to thirty (30) days following expiration of the latest Contract Term. If the Owner exercises its option to renew, the Renewal Contract Term shall begin immediately upon the expiration of the latest existing Contract Term. Any unused amounts from a Contract Term shall not carry forward to the succeeding Renewal Contract Term.

X TASK WORK ORDERS

Task Work Orders may be issued at any time during the Contract Term and any subsequent Contract Renewal Terms. A Task Work Order will authorize the Contractor to perform the Work for a lump sum amount at the marked up hourly rates agreed to and set forth in the Contract Fee Schedule. The maximum fee allowed by law for any individual Task Work Order is \$100,000 which includes all fees and reimbursable expenses and contingencies. Provided, however, the Contractor shall not commence work under any Task Work Order until a Purchase Order from the Purchasing Agent or designee has been received.

It is understood that more than one Task Work Order may, at the Owner's sole discretion, be offered to the Contractor during the Contract Term and any subsequent Renewal Terms. Although the potential exists for multiple Task Work Orders being offered to the Contractor during the Contract Term and subsequent Contract Renewal Terms with aggregate fees up to \$500,000 during the Contract Term and subsequent Contract Renewal Terms, APS does not represent or guarantee that the Contractor will receive any Task Work Orders.

XI GENERAL TERMS AND CONDITIONS

Any Contract awarded to an Offeror will contain the following Contract Terms and Conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror(s). MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (“*”). The final Contract for any successful Offeror is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement #58FY16, and all modifications properly incorporated into the Agreement
- Exhibit A - Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Contract Terms and Conditions
- Exhibit D – Non Disclosure and Data Security Agreements

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 shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or “Agreement.”

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The

primary purpose of the Work is to obtain the services of qualified Contractors to assist APS. The Scope of Work is more fully described in Exhibit A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost for the compensation set forth in the Contract, 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 shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

3. STANDARD OF CARE

In the performance of the Work, the Contractor and all its agents shall exercise the highest degree of skill and care normally accepted as the highest level of practices and procedures by members of the same profession for comparable work in the Counties of Arlington, Fairfax, Loudoun and Prince William and the City of Alexandria, Virginia.

4. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the work product, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

APS' review, approval, or acceptance of, or payment for, any services or deliverables required under the Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

6. CONTRACT TERM

The first Contract Term shall commence on July 1, 2016, or at such other date as may be stated in the Contract, and shall terminate on June 30, 2017, or such other date as may be determined as one year from the commencement date. The Contract may be renewed by APS in its sole discretion at any time prior to thirty (30) days following expiration of the latest Contract Term, and such renewal shall be effective immediately upon expiration of the latest prior Contract Term. APS shall have this right of renewal for up to but not more than four (4) Contract Terms.

7. CONTRACT HOURLY RATES FOR CONTRACT TERM AND INCREASES FOR RENEWAL CONTRACT TERMS

7.1. APS will pay the Contractor in accordance with the Hourly Rates shown in Exhibit B – Fee Schedule, for the staff classifications who may be required to perform the Work. The Hourly Rates shall not be subject to change during the Contract Term. Where the Contractor provides a Lump Sum to perform work under this Contract, the Contractor shall provide a breakdown showing the Hourly Rates charged and the number of hours worked by each staff classification.

7.2. The Hourly Rates for each Renewal Contract Term shall be based on the movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U). The Contract unit prices shall be limited by the Purchasing Agent up to an amount equal to the percentage of movement of the CPI-U for the twelve (12) month period ending in the month of April of each Contract Term. The Contract unit prices changed as a result of this formula will become effective on the commencement of any Renewal Contract Term and shall be binding on the Contractor for the ensuing Contract Term.

8. PAYMENT

Contractor will be paid upon satisfactory completion and acceptance of each task and upon the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the Purchase Order shall appear on all invoices.

9. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the APS Office requesting the Work. It shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under the Contract Documents.

10. ADJUSTMENTS FOR CHANGE IN SCOPE

APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor.

11. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Task Work Order unless those goods or services are covered by a written amendment to this Agreement or to the applicable Task Work Order, signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such goods or services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost proposal for any such work. No additional services shall be performed unless a written amendment to this Agreement or the applicable Task Work Order has been executed by both parties.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B.

12. REIMBURSABLE EXPENSES/TRAVEL-RELATED EXPENSES

Reimbursable expenses include expenses incurred by the Contractor (including consultants) in the interest of the project, as identified in the following sub-paragraphs. A maximum of three percent (3%) markup may be applied to reimbursable expenses, except for expense of reproduction, postage, and handling of drawings, specifications, and other documents, to which no markup may be applied.

12.1 The following expenses incurred by the Contractor, and its Sub Contractors and consultants, in performing its responsibilities under the Contract will be reimbursed:

12.1.1 Reproduction, incurred by the Contractor using the APS authorized reproduction service providers, postage, and handling of drawings, specifications, and other documents, as required for formal submission to APS or the County offices.

12.1.2 Models requested by the APS.

12.1.3 Long distance travel, as authorized by APS. Long distance travel is considered to be travel in excess of the states of Virginia, Maryland and the District Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates for Arlington County, Virginia.

12.2 Expenses incurred by the Contractor, and its Sub Contractors and consultants, which will not be reimbursed include, but are not limited to:

12.2.1 Transportation (mileage, parking, bike or car rental) within the states of Virginia, Maryland and the District of Columbia and unauthorized out of Arlington County or long distance travel; communications and Internet connectivity; meals and entertainment.

12.2.2 Those expenses identified at 12.1 above are to be included in the Contractor's Lump Sum Price, Not to Exceed Price and Loaded Hourly Rates.

12.3. If a Contractor has expenses which they deem to be reimbursable in nature outside the items noted above, the Contractor shall bring these items to the attention of APS prior to the final negotiation of the Contractors fees and also provide justification for consideration to APS for approval on such expenses.

13. PAYMENT OF SUBCONTRACTORS*

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS 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 that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of the subcontract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts 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 the above provisions may not be construed to be an obligation of APS. 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 funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by APS School Board. In the event of non-appropriation of funds by APS School Board for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

15. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT*

Purchases by Arlington Public Schools are authorized only if a Purchase Order is issued in advance of the transaction. Contractors providing goods or services without a signed Purchase Order, do so at their own risk, and will not be reimbursed for any goods or services provided prior to the date of the signed Purchase Order. Arlington Public Schools will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by Arlington Public Schools Purchasing Agent

16. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and sub-contractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

17. PROJECT STAFF

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Project by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

18. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the work persons reasonably proficient in the work assigned.

19. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED*

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

During the performance of the work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the APS Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

The Contract shall remain in force for the initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination

of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter. No Termination Costs shall be payable to Contractor until APS has determined all costs related to or arising from Contractor's default, including but not limited to costs of delay, re-procurement, correction and completion. If such costs to APS are less than the Termination Costs, the difference will be paid to Contractor by APS. If such costs to APS exceed the Termination Costs, Contractor shall pay the difference to APS within thirty (30) days following issuance by APS of the statement of the amount due.

Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all reasonable attorney fees and costs, including but not limited to normal and customary costs of litigation and witness fees incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to have been without sufficient justification or otherwise improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF ARLINGTON PUBLIC SCHOOLS

The performance of Work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other direct costs established by the Contractor as having been caused by the termination, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

24. INDEMNIFICATION* (NOTE: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable)

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its elected and appointed officials, officers, current and former employees, agents, Offices, agencies, boards, and commissions (collectively "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including costs of litigation as defined above and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its Work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this Section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

25. INTELLECTUAL PROPERTY INDEMNIFICATION*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, Offices, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including costs as defined above and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as APS may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

27. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

28. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

29. DATA SECURITY

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

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

- (a) APS' Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to

in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

- (c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.
- (g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.
- (h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plans.

30. ETHICS IN PUBLIC CONTRACTING*

This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia 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 offer is made without collusion or fraud and 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 purchase 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.

31. ARLINGTON PUBLIC SCHOOLS EMPLOYEES*

No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

32. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract.

33. AUTHORITY TO TRANSACT BUSINESS*

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the initial Term and any Renewal Contract Term(s). A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

34. RELATION TO ARLINGTON PUBLIC SCHOOLS*

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

35. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

36. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- Report cover or binder shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

37. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

38. ASSIGNMENT

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

39. AMENDMENTS

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

40. ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND ARLINGTON PUBLIC SCHOOLS POLICIES*

Notwithstanding any provision to the contrary herein, no provision of the Arlington Public Schools Purchasing Resolution or any applicable APS policy is waived in whole or in part.

41. DISPUTE RESOLUTION*

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in accordance with the Arlington Public Schools Purchasing Resolution.

A copy of the Arlington Public Schools Purchasing Resolution is available upon request from the Office of the Purchasing Agent.

42. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION*

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

43. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

44. NONEXCLUSIVITY OF REMEDIES

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

45. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

46. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

47. NO WAIVER OF SOVEREIGN IMMUNITY*

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

48. SURVIVAL OF TERMS

It is the intent of the parties that any provision of the Contract Documents which by its content is intended to survive the expiration or termination of this Contract, whether or not specifically so stated. Without in any way limiting the foregoing, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO ARLINGTON PUBLIC SCHOOLS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

49. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

50. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

51. NOTICES

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR: (TO BE COMPLETED ON CONTRACT AWARD)

TO ARLINGTON PUBLIC SCHOOLS PROJECT MANAGER:

Bill Herring, Jr.
Senior Project Manager
Arlington Public Schools
Design & Construction Services
2770 South Taylor Street
Arlington, VA 22206

APS Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (Contractor shall request address from Project Officer) ;

AND TO:

Ellen H. Wills, CPPB, VCO
Assistant Director,
Purchasing Office
Finance & Management Services
Arlington Public Schools
1426 N. Quincy Street,
Arlington, Virginia 22207

52. NON-DISCRIMINATION NOTICE*

APS does not discriminate against faith-based organizations.

53. INSURANCE REQUIREMENTS

The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverages below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract

Documents. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Professional Liability and/or/Miscellaneous Errors and Omissions - The Contractor shall carry Professional Liability/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of \$1,000,000.
- c. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- d. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- e. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract:
"APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools"
- f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.
- i. Intellectual Property Infringement Insurance.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form

and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may NOT satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required.

54. ACCESSIBILITY OF WEB SITE*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Office of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

56. ARLINGTON COUNTY BUSINESS LICENSE

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

57. SUBCONTRACTS

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

58. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

58.1 As a condition of awarding a contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit Appendix A provided below).

- 58.2 The Contractor shall also certify for its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor upon demand from APS shall provide all information which allowed for the certification.
- 58.3 The Contractor shall submit to the Owner a completed Contractor Certification Regarding Criminal Convictions on the form provided by the Owner (See RFP Appendix A).

ISSUED BY: Ellen Wills,
Assistant Director, Purchasing
Phone: (703) 228-7649
Email: ellen.wills@apsva.us

APPENDIX - A

CONSULTANT SPECIALTY FORM

Name of Offeror:

	Specialized Services	Mark "X" for Services Proposed by Offeror
A	Architecture and Interior Design	
B	Code Analysis and ADA Compliance	
C	Civil/Site Engineering Design	
D	Surveying Services	
E	Landscape Architecture Design	
F	Mechanical Engineering Design	
G	Electrical and Low Voltage Engineering Design	
H	Plumbing Engineering Design	
I	Structural Engineering Design	
J	Telecommunications Design	
K	Security Planning and Design	
L	Geotechnical Services	
M	Environmental Engineering and Testing Inspection	
N	Construction Cost Estimating and Value Engineering	
O	Experiential Graphic Design	
P	Commissioning – HVAC, BAS, and energy metering	
	Commissioning – Geothermal systems	
	Commissioning - Voice, Data, CATV	
	Commissioning - Security and Access Control	
	Commissioning – Building Envelope	
	Commissioning – Theater and Auditorium	
Q	Multimodal Transportation Design	
R	Sustainability Planning and Design	
S	Geothermal Engineering Design and Inspection	
T	Roofing and Building Envelope Design and Inspection	
U	Historic Properties Assessment and Archeological Services	
V	Acoustical Design	
W	Food Management and Kitchen Design	
X	Swimming Pool Consulting and Design	
Y	Theater and Auditorium Consulting and Design	
Z	Specification Services	

APPENDIX - B

CONTRACTOR CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Name of Firm

Signature

Address of Firm

Name and Title (please type or print)

Telephone

Date

UPDATED 6/15

APPENDIX - C

SAMPLE FORM CONTRACT

Planning/Architecture/Engineering Services
for Task Work Order Contracts for
Miscellaneous Consulting Services

This Contract entered into this _____ day of _____, by _____, hereinafter called
“Contractor” and Arlington County Public School called “APS”.

The parties agree that in consideration of the attached Fee Schedule, the contractor will perform all services and deliver all
goods in accordance with the requirements described in solicitation number 58FY16 dated April 15, 2016.

Contract Documents, in addition to this CONTRACT and APS solicitation number 58FY16, are Attachment A – Fee
Schedule, Attachment B – Insurance, and the solicitation response/Proposal of the Contractor, dated Month, Day, Year.

Goods, services, labor and materials shall be provided in strict conformance with the Contract Documents. This
CONTRACT is the complete agreement between the parties and may not be altered except by written amendment signed
by the parties.

APS agrees to make payment to the Contractor for goods and services provided within 30 days after receipt of an approved
invoice as set forth in greater detail in the Contract Documents.

The signatures of the parties or their authorized representatives are set out below in acknowledgment of this agreement.

ARLINGTON PUBLIC SCHOOLS

Date

By: _____ (SEAL)
David Webb, CPPO, C.P.M.
Director/Purchasing Agent

**NAME OF ARCHITECTURE,
PLANNING OR ENGINEERING FIRM**

Type of Business (Corporation, Partnership,
Sole Proprietor)

State of Organization/Incorporation

Date

By: _____ (SEAL)
Signature

Typed or Printed Name

Title

APPENDIX – D

FEE SCHEDULE FOR THE CONTRACT

**Name
Address
Phone
Facsimile**

CATEGORIES OF LABOR, MATERIALS AND RATES

<u>DESCRIPTIONS</u>	<u>HOURLY RATES</u>
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“EXAMPLES”

- | | |
|------------------------------------|----|
| 1. Principal of Architectural Firm | \$ |
| 2. Designer | |
| 3. Project Manager | |
| 4. Project Architect | |
| 5. Principal of Engineering Firm | |
| 6. Senior Engineer | |
| 7. Junior Engineer | |

REIMBURSABLE COSTS

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE OF REIMBURSEMENT</u>
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“EXAMPLES”

- | | | |
|----------------------|-----------------------|-----------------------|
| 1. Copying Cost | Price Per Page | <u>At Actual Cost</u> |
| 2. Printing Cost | Price Per SF or Other | At Actual Cost |
| 3. Telephone Charges | Cost Per Call | <u>At Actual Cost</u> |
| 4. Mileage | Cost Per Mile | At Current IRS Rate |

Appendix E

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the "Project" or "APS Contract" as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as "information" or "APS information").

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to APS information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "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 that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "APS information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of 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.

The 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. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the APS' physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, 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 APS, and connected to the APS network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the APS to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure 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 APS Contract.

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

At the conclusion of the Project, Contractor agrees to return all APS information to the APS Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the APS Contract.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____