



Request for Proposal - Title Page One

Arlington Public Schools Procurement Office

Request for Proposal 03FY21

Request for Proposal Title:	Term Contracts for Architecture and Engineering Services for Miscellaneous Task Work Order Contracts for Arlington Public Schools
Request for Proposal Number:	03FY21
Request for Proposal Issue Date:	May 22, 2021
Pre-Proposal Conference:	May 28, 2021 (Refer to Request Title Page 2)
Proposal Due Date and Time:	June 18, 2021, No Later Than 11:59 P.M. (Local Prevailing Time)
Procurement Office Representative:	David J. Webb, C.P.M. Procurement Director/Agent Office: (703) 228-6127 Cell: (703) 328-5591

This is Arlington County School Board, operating as Arlington Public Schools (“APS”) Request for Proposal (RFP) #03FY21 for the establishment of Term Contracts for Architecture and Engineering Services for Miscellaneous Task Work Order Contracts for APS (“Work”). Sealed Proposals **shall not** be submitted in response to the RFP at the Syphax Education Center by mail, express mail, in person, or by courier. Proposals shall be submitted electronically through a secure cloud-based file sharing platform as described in this RFP (“Platform”).

Firms wishing to submit a Proposal in response to the RFP (“Offerors”) are required to upload the Proposal Requirements found in Section IV into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for RFP 03FY21 of the Current Solicitations table is a link for Offerors to submit Proposals. (“Link to submit Proposal – RFP 03FY21”). To assist each Offeror with its Proposal submission, screenshots of the steps required to submit a Proposal are attached as Appendix H to this RFP.

For a Proposal to be considered for award of a Contract, the Proposal must be received in the Platform by no later than 11:59 P.M. on Friday, June 18, 2021 (“the Proposal Due Date”). Offerors are strongly encouraged to submit

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their Proposals in advance of the Proposal Due Date to allow sufficient time for the Proposals to be uploaded into the Platform before the Proposal Due Date. The time a Proposal is received shall be determined by the time shown under the Activity in the Folder log (“the Log”). If the upload time shown in the Log is after the Proposal Due Date the Proposal will be considered non-responsive and will not be considered for Contract award. **Proposals received after the Proposal Due Date shall not be considered.**

For further information please contact David Webb at david.webb@apsva.us or at (703) 228-6127/(703) 328-5591.

Link to the Current Solicitations webpage: <https://www.apsva.us/procurement-office/current-solicitations/>

Pre-Proposal Conference:

A non-mandatory pre-Proposal conference (“Conference”) will be held for this RFP on Friday, May 28, 2021, at 10:00 A.M. (Local Prevailing Time). The Conference will take place virtually, to discuss the Work and answer general questions. Attendance at the Conference is encouraged. Offerors seeking to attend the Conference can access the Conference via a link in the Current Solicitations table on the Procurement Office website.

Minutes of the Conference, including but not limited to questions and answers presented at the Conference, will be issued in writing by the Procurement Office as an Information Item and distributed in the same manner as an Addenda, as set forth below. Minutes of the Conference are not, however, an Addendum.

Questions:

All questions regarding this RFP, other than those submitted at the Conference, must be submitted in writing via email addressed to: David Webb, Procurement Agent, at david.webb@apsva.us and Robin Hodges, APS Project Officer, via email at robin.hodges@apsva.us and **must be received by 5:00 PM (Local Prevailing Time) on June 3, 2021**. The Procurement Office will issue written responses to questions received as an Information Item, in the same manner as an Addenda, as set forth below.

Refer to Section III, Instructions to Offerors, for additional instructions and requirements.

Addenda:

Changes to this RFP will be made only by a written Addendum issued by the Procurement Office and designated as “Addendum No. ____.” No other form of communication shall modify this RFP.

Addenda will be posted on <https://www.apsva.us/Procurement-office/current-solicitations> (“APS website”) and on the Commonwealth of Virginia’s on-line e-procurement system, at www.eva.virginia.gov (“eVA”).

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by marking here, or by including a signed copy of all Addenda with the Proposal:

Addendum #. ____ Date: _____ Addendum #. ____ Date: _____
Addendum #. ____ Date: _____

Information Items:

Questions received timely in response to this RFP, including those at the Conference, will be answered by written Information Items issued by the Procurement Office. An Information Item is **not** an Addendum and this RFP shall not be modified by an Information Item.

Information Items will be posted on the APS website and on eVA.

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Trade Secrets or Proprietary Information:

Each Offeror shall confirm whether its 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 response at Tab 5. See Section IV. Proposal Requirements, D., Submission of Proprietary Information, for additional information.

Please mark one (if neither line is marked the Proposal will be deemed not to include any Proprietary Information):

- () 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 #5
- () No, My Proposal does not contain information deemed to be proprietary or a trade secret.

Acceptance of Work:

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

State Corporation Commission (SCC) Identification Number: Mandatory Requirement:

Under subsection C.8. of Section III, Instructions to Offerors, subsection 35 of Section VI., Contract Terms and Conditions, and the Virginia Public Procurement Act (VPPA), Va. Code § 2.2-4311.2, the Offeror shall be authorized to “transact business” in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. 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.

Please 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. ___ Certain limited business activities, however, are specifically excluded from the definition of “transacting business” The Offeror does not have an identification 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 exclusion(s). Exclusion(s) can be found at <https://www.scc.virginia.gov/clk/befaq/forinva.aspx#a2>.

Please attach additional sheets specifying the exclusion(s) upon which the Offeror relies and to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia in accordance with option 3 above. Proposals that fail to submit supporting details regarding option 3 above may be considered non-responsive by APS.

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.

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- 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 ___

Type of Business:

Please check the following information relevant to your firm:

- | | | |
|---|-----------|----------|
| Minority-Owned Business: | Yes _____ | No _____ |
| Small Business: | Yes _____ | No _____ |
| Woman-Owned Business: | Yes _____ | No _____ |
| Service Disabled Veteran-Owned Business: | Yes _____ | No _____ |
| Employment Service Organization: | Yes _____ | No _____ |
| None of the Above: | Yes _____ | |

Ethics in Public Contracting/Certification of Non-Disclosure:

Any Contract awarded as a result of this RFP will incorporate by reference Article 9 of the APS Procurement Resolution (Procurement 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 undersigned offers and agrees to furnish the Work 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 all negotiations and/or contractual matters relating to this RFP. Sign and type or print requested information. A signature is considered to be either a scanned copy of a handwritten signature or an e-signature or electronic signature.

My signature certifies that the Offeror 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 to be performed as a result of this RFP and any resulting Contract with APS.

This Proposal is Submitted By:

Full Legal Name of Offeror: (to be used for Award): _____

Mailing Address:

Remittance Address (If Different):

Phone: () _____

Fax: () _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#) : _____

Title : _____

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 - 5 of this RFP as the first 5 Pages of the Proposal Response Under Tab 1

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I. Introduction to RFP 03FY21

A. Background

Arlington Public Schools (“APS”) consists of twenty-three (23) elementary schools, six (6) middle schools and four (4) high schools. An alternative 6-12 secondary program is available as well as a high school continuation program and a special education center serving persons aged two (2) through twenty-two (22). APS has the following Departments responsible for overseeing its operations: Administrative Services, School & Community Relations, Facilities and Operations, Finance and Management Services, Information Services, Teaching and Learning, and Human Resources. APS employs more than four thousand, two hundred (4,200) employees and serves approximately twenty-nine thousand (29,000) Pre-K to 12 students and over six thousand (6,000) adult education students. Additional information about APS can be found at www.apsva.us.

B. General Information

APS is soliciting Proposals from qualified Offerors to provide professional services in architecture and engineering (“A&E Services”) for a variety of assignments involving APS facilities. APS often needs A&E Services 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 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 RFPs, and generally to increase the efficiency in obtaining A&E Services. Any Contract awarded pursuant to this RFP will be a Contract for the Initial Contract Term as defined below. Award of specific A&E Services to be provided under the Contract will be by Task Work Order Contract specifying the A&E Services to be provided. Any Offeror to whom a Contract is awarded shall be prepared to proceed promptly with any Task Work Order Contract awarded to that Contractor during the Initial Contract Term or any Renewal Contract Term.

The A&E Services are anticipated to include those of a general nature within the fields of architecture and engineering and those involving more particular areas of focus and expertise (“Specialized Services”). APS intends to award a minimum of one (1) Task Work Order Contract for each Specialized Service as defined below under Part II, Scope of Work, 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). Depending on the number of Offerors to which Contracts are awarded, there may not be enough Task Work Order Contracts in each Specialized Service awarded to award a Task Work Order Contract to all Contractors in all Specialized Services included in the Contractor’s Contract.

An Offeror may, but is not required to, include in its Proposals one or more Specialized Service. APS may award a Contract to an Offeror which includes any or all Specialized Services in its Proposal. Should an Offeror be awarded a Contract for multiple Specialized Services, the Contract may cover all A&E Services for that Contractor rather than a separate Contract for each Specialized Service.

If the Contract is awarded and signed by the Procurement Agent prior to July 1, 2021, services under the Contract and the Initial Contract Term shall not commence until July 1, 2021. If the Contract is awarded and signed by the Procurement Agent after July 1, 2021, the Initial Contract Term commences on the date the Procurement Agent signs the Contract. Regardless of the commencement date of the Initial Contract Term, the Contract will expire on the earlier of (i) June 30, 2022 or (ii) when the cumulative total project fees reach the maximum authorized by the Virginia Public Procurement Act, whichever occurs first. Contracts may be renewed at the option of APS for four (4) additional one (1) year Renewal Contract Terms, one (1) year at a time.

More than one Task Work Order Contract may, at the APS's sole discretion, be awarded to the Contractor during the Initial Contract Term and any Renewal Contract Terms. Although the potential exists for multiple Task Work Order Contracts being awarded to the Contractor during the Initial Contract Term and Renewal Contract Terms, no minimum number of Task Work Order Contracts or dollar values are guaranteed and the maximum fees allowed by law for the aggregate of all individual Task Work Orders, which includes all fees and reimbursable expenses and contingencies, shall not exceed the total set in Section 4-102 (2) A. of the APS Procurement Resolution, as amended.

Specialized Services for which APS anticipates awarding Task Work Order Contracts are listed in Appendix H.

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 any Task Work Order(s) when it is determined to be in the best interest of APS.

C. APS Capital Needs

More information on APS' capital needs — investments needed to improve or enhance the infrastructure of APS schools—over the next ten years can be found in the School Board adopted Capital Improvement Plan (CIP). The CIP includes major capital projects, such as new schools and school additions, as well as major maintenance and minor construction projects. A link to the adopted FY 2021 CIP is provided below.

[Link to School Board's Adopted FY 2021 Capital Improvement Plan Report](#)

Additionally, APS is currently developing its FY 2022 CIP. It is very likely that this Contract will be utilized to complete one or more projects ultimately included in the School Board Adopted FY 2022 CIP. A link to the FY 2022 CIP development website is provided below.

[Link to FY 2022 CIP development website](#)

II. Scope of Work

During the Contract Term, APS will identify various projects for which Specialized Services will be required under any resulting Contract. Work directed by any given Task Work Order Contract may include one or more tasks as well as any combination or sequence of tasks identified below. Task Work Order Contracts 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 Contracts are awarded to more than one Contractor, APS will determine which Contractor is to be selected on a Task Work Order in accordance with Section 64 of the Contract Terms and Conditions, Contractor Selection and Award of Task Work Orders. APS provides no guarantee that any Contractor awarded a Contract resulting from this RFP will be selected for a Task Work Order Contract.

Once the need for a Specialized Service is determined, a scope of services will be prepared by APS to specify the Specialized Services required, to identify the criteria, limitations and parameters for the Specialized 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. The Contractor shall provide a written proposal identifying the labor categories, the number of hours of each labor category, and the hourly rate of each labor category for itself and any sub-consultant organization, required to complete the Task Work Order Contract. APS shall create a separate Purchase Order for each Task Work Order Contract and the Contractor shall not commence work prior to receipt of an authorized Purchase Order.

The scope of services for each Task Work Order Contract 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 Contract 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 awarded Task Work Order Contract, the Contractor must:

- Furnish the number of final sets, interim sets, and copies of the work specified in each Task Work Order Contract.
- Assure complete, competent, properly coordinated, and thoroughly-checked deliverables.

- Maintain security practices to prevent disclosure of information about Task Work Order Contracts 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 Contract.

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. Firms must be capable of managing a multi-disciplinary team of subconsultants.

B. Architectural and Interior Design Services – Small Scale Projects

Work may include, but is not limited to, elements described in item A. *Architectural and Interior Design Services* for projects anticipated to have a construction cost valued at less than one million dollars (\$1M).

C. Civil/Site Engineering Design and Surveying 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. Work may also 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.

D. 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.

E. Mechanical and Plumbing 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. Work may also include, but is not limited to, general plumbing systems design and survey and consulting with the specialty area.

F. Electrical and Low Voltage Engineering Design Services

Work may include, but is not limited to, electrical systems design and survey including: 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.

- G. Fire and Life Safety Systems Design and Code Consultation Services**
Work may include, but is not limited to, fire and life safety systems consulting and design including fire alarm, fire suppression, smoke control and other life safety systems. Work may also include code compliance reviews and performance-based design alternatives.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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, Lighting Controls, Domestic Hot Water, and Energy Metering Systems,
 2. Geothermal Systems,
 3. Voice, Data, Public Address, Local Sound, and CATV systems,
 4. Security and Access Control systems,
 5. Building Envelope, and
 6. Theater and Auditorium systems.
- N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

III. Instructions to Offerors

A. Information Requests

All questions relating to this RFP shall be submitted in writing to David Webb, APS Procurement Agent, at david.webb@apsva.us and Robin Hodges, APS Project Officer, at robin.hodges@apsva.us. For a question to be considered, the subject line of the email must state the following: "RFP #03FY21 Questions". Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a Contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting APS staff other than David Webb and Robin Hodges.

B. Tentative Schedule for RFP #03FY21

RFP Issuance	May 22, 2021
Pre-Proposal Conference	May 28, 2021
Question Deadline	June 3, 2021 by 5:00 PM
Information Item/Addendum 1 Issuance	Week of June 7, 2021
Proposal Due Date	June 18, 2021 No Later Than 11:59 P.M.
Shortlist Interviews	Commencing week of June 28, 2021
Negotiations Stage	Commencing week of July 5, 2021
Contract Award	Mid-July, 2021
Contract Starts	Upon execution of the Procurement Agent

Questions may not be considered if they are received after 5:00 P.M. (Local Prevailing Time) on June 3, 2021. Any questions related to the answers provided in an Information Item or in an Addendum shall be submitted and may be addressed in the same manner as a question regarding this RFP.

If any questions or responses require revisions to this RFP as it was originally published, such revisions will only be by an Addendum issued by the Office of the Procurement Agent. Offerors are cautioned that any written, electronic, or oral representations made by any APS representative or other person that appear to change any portion of the RFP shall not be relied upon unless subsequently ratified by an Addendum issued by the Office of the Procurement Agent.

C. Additional Information

1. Debarment Status

The Offeror shall indicate, in the space provided on Title Pages 3/4, whether or not it, or any of its principals, is/are currently debarred from submitting Bids or Proposals to APS, or to any other state or political subdivision, and whether or not it is an agent of any person or entity who or which is currently debarred from submitting proposals to APS, to the Commonwealth of Virginia, to any public body within the Commonwealth of Virginia, to the federal government or any agency or department thereof, or to any other state or public body. An affirmative response shall be considered grounds for rejection of the Proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of a resulting Contract.

2. Conflict of Interest Statement

The Offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the Offeror and notarized. The completed Conflict of Interest Statement (Appendix B) shall be provided in Tab #1 of the Proposal.

3. Expenses Incurred in Preparing Proposal

APS accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of a Proposal. All expenses related to an offer are the sole responsibility of the Offeror.

4. Incomplete Documents

Each Offeror is responsible for having determined the accuracy and/or completeness of the RFP upon which it relied in making its Proposal, and has an affirmative obligation to notify the Procurement Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, ,

sections, or appendix whose omission from the documents was apparent from a reference or page numbering or other indication in the RFP.

If a potential Offeror downloaded an electronic version of the RFP, that potential Offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful Offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware or in the exercise of reasonable care should have been aware but has not notified the Procurement Agent, the Offeror hereby agrees to perform any Work described in such missing or incomplete documents at the Offeror's sole expense and at no additional cost to APS.

Failure to acknowledge all Addenda issued during the RFP process on the Request for Proposal Title Page 2, or by including a signed copy of all Addenda with the Proposal, is considered an incomplete Proposal and shall be grounds for rejecting the Proposal and considering the Proposal non-responsive and not being considered for Contract award.

5. Offeror Investigations

Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by APS that the Offeror will rely upon. No pleas of ignorance or mistake, inaccuracy, misrepresentation of such conditions or requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for any monetary compensation on the part of the successful Offeror.

6. Competitive Negotiation for Professional Services

This RFP is let under the procedure for "Competitive Negotiation for Professional Services" as defined in the Procurement Resolution. The requirements of the Virginia Public Procurement Act and of the Procurement Resolution related to competitive negotiation for professional services therefore apply. Under this procedure, the content of the Proposals, and the identity of the Offerors, are not public record until an award determination has been made, and the opening of Proposals is not public.

7. Arlington County Business Licenses

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

8. Authority to Transact Business

Any Offeror organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. APS may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of the Proposal and considering the Proposal non-responsive and not being considered for Contract award. For further information prospective Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

9. Insurance Requirements

Each Offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of the solicitation,

alternate insurance coverage satisfactory to APS may be proposed by the Offeror and considered by APS. Written requests for consideration of alternate coverage must be received by the Procurement Agent at least ten (10) calendar days prior to the Proposal Due Date. If APS denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If APS permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of Proposals. The completed Insurance Checklist (Appendix C) shall be submitted in Tab #1 of the Proposal.

10. Interest in More Than One Proposal, and Collusion

If more than one Proposal is received in response to this RFP from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, all Proposals will be rejected from the individual, firm, partnership, corporation, affiliate, or association. Reasonable grounds for believing that an Offeror is interested in more than one (1) Proposal for a RFP both as an Offeror and as a subcontractor for another Offeror, will result in rejection of all Proposals in which the Offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Offerors submitting a Proposal for the Work. Any or all Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any Offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a new RFP for the same work.

11. Proposal Withdrawal

No Proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Procurement Agent prior to the time and date set for the receipt of Proposals or unless APS fails to award or issue a notice of intent to award a Contract within ninety (90) calendar days after the date and time set for receipt of Proposals with the successful Offeror.

12. Parking

Where parking is not provided at an APS location, the Contractor is responsible for the payment of any parking charges or fines resulting from parking at any worksite(s).

13. Contract Award is in the Best Interest

APS reserves the right to accept or reject Proposals, to cancel this solicitation, to waive any informalities or irregularities therein, (an informality is a minor defect or variation of a Bid or Proposal from the exact requirements of the ITB or RFP, which does not affect the prices, quantity or delivery schedule for the goods, services or construction being procured), and to contract as the best interests of APS may require in order to obtain the firms that best meet the needs of APS, as expressed in this RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to APS. APS reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to APS in conjunction with the evaluation criteria contained herein prior to the execution of a Contract, to ensure a satisfactory Contract.

14. Notice of Intent to Award

APS will post a written Notice of Intent to Award on the Procurement Office website, stating the date the award(s) will be made, and identifying the name(s) of the awardee(s).

15. Replacement or Augmentation of Key Personnel and Subcontractors

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

16. Contractor Certification Regarding Criminal Convictions

All contracts with APS, where the Contractor or its employees, or its subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its subcontractors' nor any of its subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,

- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
 - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
 - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
 - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery, or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its subcontractors, and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover 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 Contractor's certification

17. Cooperative Contract for Use by Other Public Bodies (Intentionally Deleted)

18. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor or Student

As a condition of awarding a Contract, or a Contract Renewal Term, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

19. Number of Contracts to be Awarded

APS anticipates the award of a minimum of one (1) Contract for each of the Specialized Services. APS will determine the Contractor to be selected for a Task Work Order Contract in accordance with Section 66, Contractor Selection and Award of Task Work Order, of the Contract Terms and Conditions. APS provides no guarantee that any Contractor awarded a Contract resulting from this RFP will be selected for a Task Work Order.

20. Request for Comments

Following the award of any Contract or Contracts, or the cancellation of this RFP, all Offerors or potential Offerors are invited to provide to APS written comments regarding the manner in which this RFP was conducted and any suggested modifications to that process which might make future RFPs by APS more efficient, more productive, and more attractive to potential Offerors.

IV. Proposal Requirements

A. General Requirements

Offerors are required to submit one (1) electronic copy of the Proposal. 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 ten (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.

Offerors are responsible for having their Proposal received in the Platform prior to the Proposal Due Date. Failure to comply with this or other requirements of this RFP may be grounds for APS to reject such Proposals as nonresponsive.

Proposals must be submitted electronically through the Platform. Hard copy Proposals will be deemed nonresponsive and will not be accepted. The Platform can be accessed through the link found on the Current Solicitations webpage under the Procurement Office website. Found under the Due Date column for RFP 03FY21 of the Current Solicitations table is a link for Offerors to submit a Proposal. ("Link to submit Proposal – RFP 03FY21"). 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.

Proposals shall be submitted with the required information in the order listed below. Additional instructions are in the Instructions to Offerors (Section III) of this solicitation.

Offerors may include in their Proposal any exceptions to proposed contractual terms and conditions required by statute, regulation, or ordinance. Any other modification of or additions to any portion or terms of the RFP by the Offeror may be cause for rejection of the Proposal; 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. Other exceptions to proposed contractual terms and conditions may be submitted only after APS notifies the Offerors of the rankings for Negotiations Stage, and shall be submitted within five (5) business days after such notification.

Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Offeror's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP or in the Instructions to Offerors shall result in rejection of the Offeror's Proposal as not responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

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 the 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.

An Offeror may request in writing to withdraw its Proposal at any time. In the event an Offeror discovers an error in their Proposal and desires to make a correction after the Proposal Due Date, the Offeror shall submit in writing the requested correction, along with a written explanation and justification for the change, no later than one (1) business day following the Proposal Due Date. If APS is satisfied that the identified error was the result of a clerical or mathematical error, APS may permit the correction. APS shall issue its written decision to the requesting Offeror within three (3) business days of receipt of the correction request. If the request is approved, the Proposal shall be deemed modified by incorporation of the correction requested. If the requested correction is denied, the Proposal shall be considered as originally submitted. APS may request additional information or clarifications from an Offeror at any time after the review process has begun.

B. Unnecessarily Elaborate Responses

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and

effective response to this RFP are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.

C. Use of Information and Documents

APS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of 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 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 response.

D. Submission of Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act to the extent provided by the Virginia Freedom of Information Act or by the Virginia Public Procurement Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 5 of the Proposal, any data or materials it considers to be a trade secret or proprietary information or falls within the exceptions to the VFOIA and shall state the reason 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. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

E. Format and Content

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 Tab of the Proposal is to be uploaded into the Platform as a separate document, with the title of the Tab so provided. Failure to do so will result in a lowered evaluation. Incomplete Proposals shall be determined non-responsive.

Offerors should organize their Proposals using the following tabular format:

Tab 1: Administrative

- A fully executed Request for Proposals Title Pages 1 - 5 of this RFP should be included as the first five pages of your Proposal. The name stated on the Title Sheet on page 5 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. The following forms should be completed and provided in this section:
 - The Contractor Certification Regarding Criminal Convictions at Appendix A
 - The Conflict of Interest Statement at Appendix B
 - The Insurance Checklist at Appendix C
 - The Non-Disclosure and Data Security Agreement at Appendix F

Tab 2: Disciplines and Specialized Services

Complete the Consultancy Specialty Form (included in Appendix G) by designating which Specialized Service(s) the Proposal includes and provide a list of the disciplines.

Tab 3: Standard Form SF330 (REV 8/2016)

May be downloaded from:
<https://www.gsa.gov/Forms/TrackForm/32994>

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 include in its Proposal more than one Specialized Service, and indicates such by selecting more than one Specialized Service 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 all of the Specialized Services it has selected.

Part I – Contract Specific Qualifications

- | | |
|-----------|--|
| Section A | Contact Information |
| Section B | Architect-Engineer Point of Contact |
| Section C | Proposed Team (not applicable, do not complete – subconsultant team members required for completion of a Task Work Order will be evaluated on a case-by-case basis during the negotiations phase of a Task Work Order) |
| Section D | Organizational Chart of Proposed Team (not applicable, do not complete – see comments under Section C) |
| Section E | Resumes of Key Personnel Proposed For This Contract |
| Section F | Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract (Include a minimum of three and maximum of ten projects. Offerors are encouraged to provide relevant experience on comparable Term Contracts. Experience on comparable Term Contract shall be provide as a single project with individual Task Work Orders performed during the Term Contract described in Part 24.) |
| 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

Tab 4 Other Information

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 Work 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. Offerors can also include letters of reference from past or current clients.

Tab 5: Trade Secrets or Proprietary Information

- Offerors are to provide information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

- The Offeror shall provide an audited income statement and balance sheet from the most recent annual reporting period. This financial information shall be deemed proprietary without the necessity of designation as such.

NOTE: If, in the sole opinion of APS, the Offeror's last audited financial statement does not demonstrate the Offeror's ability to generate sufficient income to meet its operating expenses and financial obligations, APS will reject the Offeror's Proposal and not consider it for Contract award

V. Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria

A. Proposal Evaluation Process

The evaluation process involves three (3) stages. The first stage is the Initial Evaluation of all responsive Proposals submitted by responsible Offerors (“Initial Evaluation Stage”). The second stage is the evaluation of those Offerors selected for interviews (“Shortlist Interviews Stage”). The third stage is negotiations with those Offerors selected for negotiations for each Specialized Service (“Negotiations Stage”). The Evaluation Criteria set forth below will be used for purposes of scoring Proposals at the Initial Evaluation Stage and at the Shortlist Interviews Stage. Scores from the Initial Evaluations will determine the Offerors to be selected for Shortlist Interviews if Shortlist Interviews are conducted. When Shortlist Interviews are conducted, Offerors interviewed will be rescored based on the Shortlist Interviews Evaluation Criteria identified herein. If Shortlist Interviews are conducted, only scores resulting from the Shortlist Interviews Evaluation Criteria will determine the ranking of Proposals whereby APS will enter into negotiations as described below. Although there may be overlap between the Initial Evaluation Criteria and the Shortlist Interview Evaluation Criteria, each stage of the evaluation process is intended to be a separate score and only that score will be used to determine the consequence of that evaluation stage. The Shortlist Interviews Evaluations, is, however, the result of impressions from the preceding stage.

Offerors shall not include in their Proposal, any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, or ordinance. Other exceptions to proposed contractual terms and conditions may be submitted only after APS notifies the Offerors of the rankings for Negotiations Stage, and shall be submitted within five (5) business days after such notification. Permitted exceptions may be considered during the Negotiations Stage.

B. Initial Evaluation Stage

A Selection Advisory Committee (SAC) will review and evaluate all responsive Proposals. The SAC will rely only on the information contained in the Proposals submitted in selecting Offerors deemed to be fully qualified and best suited among those submitting Proposals. Therefore, Offerors must emphasize specific information considered pertinent to the Specialized Services, and submit all information requested. The SAC may seek clarification of any aspect of the Proposal from an Offeror during the Initial Evaluation Stage.

Initial Evaluations Criteria:

	<u>Initial Evaluation Criteria</u>	<u>Weight</u>
1	General organization, thoroughness, and continuity of Proposal	15%
2	General Qualifications (Tab 3 SF330 Part I Section A, B, and H and Part II and Tab 4)	20%
3	Key Personnel Experience and Qualifications (Tab 3 SF330 Part I Section E)	35%
4	Relevant Experience and Example Projects (Tab 3 SF330 Part I Sections F and G)	30%
	Total	100%

C. Shortlist Interview Stage

If Shortlist Interviews are conducted, Offerors selected will be asked to provide information that serves to clarify the Offeror’s Proposal. The Shortlist Interviews may include a presentation, a product/service demonstration, and a question-and-answer session. Offerors selected for Shortlist Interviews will be evaluated in accordance with the evaluation criteria listed below.

At the Shortlist Interview Stage 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 each of the 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. Upon completion of the Shortlist Interviews, but before making any decisions regarding which Offerors to consider further, the SAC may seek from any Offeror which participated in the Shortlist Interviews clarification of any aspect of the Proposal or of issues which arose during the Shortlist Interview.

At the conclusion of discussions outlined in this section, on the basis of the Evaluation Criteria below and all information developed in the selection process to this point, APS shall select in the order of preference for for each Specialized Service two or more Offerors whose professional qualifications and proposed services are deemed the most meritorious.

Shortlist Interviews Evaluation Criteria:

	<u>Shortlist-Interview Evaluation Criteria</u>	<u>Weight</u>
1	Demonstrated success in meeting the interview requirements and understanding of the RFP requirements	25%
2	Demonstrated knowledge of Project methodology, understanding the Scope of Services, and APS’ objectives	30%
3	Team composition (entire Project team including PM) and demonstrated cohesion within the team	25%
4	Previous project experience providing comparable Scope of Services to APS or other jurisdictions	20%
	Total	100%

D. Negotiation Stage

Negotiations shall then be conducted, beginning with the Offeror ranked first each Specialized Service. If a Contract satisfactory and advantageous to APS can be negotiated at Hourly Rates considered fair and reasonable, and pursuant to contractual terms and conditions acceptable to APS, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a Contract(s) for each Specialized Service can be negotiated at fair and reasonable prices. APS may award Contracts to more than one Offeror for any Specialized Service. Should APS determine in writing and in its sole discretion that only one Offeror is fully qualified for a Specialized Service, or that one Offeror is clearly more highly qualified and suitable than the others under consideration for a Specialized Service, a contract may be negotiated and awarded to that Offeror without further interviews of other Offerors submitting a Proposal for that Specialized Service.

During the Negotiation Stage, individual members of the SAC may engage in discussions with any Offeror to gather information to assist the SAC in making its final determination regarding award of the Contract. Such individual information and discussions shall be shared with the entirety of the SAC.

If at any time it is discovered that an Offeror's Proposal does not satisfy any mandatory requirement of this RFP or that the Offeror has misstated its minimum qualifications or experience, even if the Proposal initially appeared to satisfy such mandatory requirement or requirements or qualifications or experience, the Proposal may be deemed to be nonresponsive and if deemed nonresponsive shall not be considered further.

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

E. Fees for Services

Fees are not to be submitted with this Proposal. Offerors selected for the Shortlist Interview Stage may be asked to provide non-binding hourly rates for all personnel proposed to be assigned work, including sub-contractors, and rates for typical reimbursable expenses for the purpose of estimating price.

Offerors selected for the Negotiation Stage 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 as established in any Contract awarded shall not be subject to adjustment during the Initial Contract Term. Should the Contract be extended for any Renewal Contract Terms, any changes in the hourly rates shall be subject to negotiation between APS and the Contractor.

Please refer to Contract Term and Conditions 8 Reimbursable Expenses, and 9 Reimbursable Travel Related Reimbursable Expenses, for more information. All normal travel expenses and travel time related to a Task Work Order Contract 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 Subcontractors and consultants used by the Contractors under the Contracts.

VI. Contract Terms and Conditions

Each Contract with each successful Offeror (“Contractor”) will contain the following Contract terms and conditions, with incomplete information to be added or modifications made based upon the final negotiations between APS and the successful Offeror. Arlington Public Schools is referred to herein as “APS”. Non-Negotiable, Mandatory Provisions Required by Virginia Law or the Procurement Resolution are Indicated by an Asterisk (“*”). The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. Standard of Care

In the performance or furnishing of services hereunder, the Contractor and all its agents shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

2. 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 Contract. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work which are discovered within a twelve-month period of final completion of Work.

3. Responsibility for Claims and Liabilities

APS’ review, approval, or acceptance of, or payment for, any services or deliverables required under this 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.

4. Payment

Contractor will be paid either upon the satisfactory completion and acceptance of each Task Work Order, if the Task Work Order is anticipated to be completed within ninety (90) days, or on a monthly basis if it is anticipated completion of the Task Work Order will take greater than ninety (90) days, 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 Documents. 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 Project Officer. The number of the Purchase Order shall appear on all invoices.

For an invoice to be considered for payment it must be submitted no later than six (6) months following the completion of the Contract Term within which the services were rendered. APS shall have no obligation to make payment of any invoice submitted more than six (6) months following the completion of the Contract Term within which the services were rendered.

5. APS 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 department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under the Contract Documents.

6. 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 Work 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. If the Contractor proceeds with what it considers to be additional or changed Work for which it is entitled to additional compensation prior to either (i) receiving a written amendment to the Contract signed by APS and the Contractor or (ii) having submitted a timely claim for additional compensation and thereafter receiving a written directive from APS to proceed with the Work, any claim for additional compensation for such Work shall be conclusively barred.

If the Contractor believes that any particular work is not within the scope of the Work or is a material change

or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this subsection has been submitted in the time specified above and a written amendment to the Contract has been signed by APS and the Contractor and a Purchase Order is issued covering the cost of the services to be provided under the Contract Amendment.

7. Additional Services

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and a Purchase Order is issued covering the expected cost of such additional 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 additional work. No Additional Services shall be performed unless a written amendment to this Contract has been executed by both parties.

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

If the Contractor believes that any particular Work requested by APS or otherwise arising is not within the Scope of Work or is a material change, the Contractor must immediately after the occurrence upon which such contention is based and before beginning such Work notify the Project Officer and the Procurement Agent. The Contractor shall not commence such asserted extra Work until a written amendment to the Contract is signed by APS and the Contractor and APS has issued a Purchase Order for the extra Work, or the Project Officer directs the Contractor in writing to proceed with such asserted extra Work. If APS so directs the Contractor to proceed with the asserted additional Work and no estimate of the cost of such asserted extra Work has been provided to APS the Contractor shall (i) within ten (10) calendar days following written direction from APS to proceed provide to the Project Officer and the Procurement Agent an estimate of the amount claimed; (ii) submit to the Project Officer and the Procurement Agent a statement of the actual costs incurred in performing the asserted extra Work every fourteen (14) days while such Work is ongoing; and (iii) within fourteen (14) days following completion of such Work submit to the Project Officer and the Procurement Agent the actual amount claimed together with the basis therefore and documentary evidence of all costs incurred supporting the amount claimed. Strict compliance with the foregoing requirements is a condition precedent to any right to recover costs claimed for asserted extra Work, but strict compliance alone shall not establish entitlement. Claims for extra Work shall be resolved pursuant to the provisions of Section 41, Dispute Resolution.

8. Reimbursable Expenses

Reimbursable expenses include expenses incurred by the Contractor (including consultants) in performing the Work under a Task Work Order Contract. A maximum of three percent (3%) markup may be applied to reimbursable expenses, except for expense of copying, printing, telephone charges, reproduction of drawings, specifications, and other documents, to which no markup may be applied.

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

- A. Reproduction, incurred by the Contractor using the APS authorized reproduction service providers, of drawings, specifications, and other documents, as required for formal submission to APS or the Arlington County offices. Reproduction services shall be authorized by APS prior to execution of this service.
- B. Models requested by APS.

The cost of any required training materials shall be included in the hourly rates. APS will not pay separately for training materials.

If a Contractor has expenses which it deems to be reimbursable in nature outside the items noted above, the Contractor shall bring these items to the attention of the Project Officer prior to the final negotiation of the Contractor's fees for a Task Work Order Contract and also provide justification for consideration to the Project Officer for approval on such expenses. Any costs or expenses not identified in the Task Work Order Contract as reimbursable are not reimbursable.

9. Reimbursable Travel-Related Expenses

All local travel-related expenses (mileage, parking, bike or car rental; communications and Internet connectivity; meals and entertainment,) shall be included in the Loaded Hourly Rates of the Work for APS. Local travel is travel commencing inside Virginia, Maryland, and the District of Columbia and finishing inside of Virginia, Maryland, and the District Columbia.

Long distance travel, as authorized by APS, is a reimbursable expense. Long distance travel is considered to be travel commencing inside Virginia, Maryland, or the District of Columbia and finishing outside of Virginia, Maryland or the District Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates for the location visited. Mode of transportation shall be the most economic available without upgrades in class or accommodation. APS shall not approve any request for reimbursement of unauthorized long-distance travel. . Reimbursement of reimbursable long distance travel mileage shall be at the current IRS rate.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages;
2. Personal phone calls;
3. Self-entertainment activities (including but not limited to pay TV, movies, night clubs, health clubs, theaters, bowling);
4. Personal expenses (including but not limited to laundry, valet, haircuts);
5. Personal travel insurance (including but not limited to life, medical, or property insurance) for air fare or rental cars;
6. Auto repairs, maintenance, and insurance costs for personal vehicles;
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

If a Contractor has expenses which it deems to be reimbursable in nature outside the items noted above, the Contractor shall bring these items to the attention of the Project Officer prior to the final negotiation of the Contractor's fees for a Task Work Order and also provide justification for consideration to the Project Officer for approval on such expenses. Any costs or expenses not identified in the Task Work Order Contract as reimbursable are not reimbursable.

10. 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 all subcontractors 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 subparagraph b., above. Unless otherwise provided under the terms of this Contract, 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.

11. Non-Appropriation*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the 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.

12. APS Purchase Order Requirement*

APS purchases are authorized only if an APS Purchase Order ("Purchase Order") is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Receipt of a signed Purchase Order issued by APS Procurement Agent before the Work is performed or goods are provided is a condition precedent to any obligation of APS to make payment to the Contractor for such goods or services.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors 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 subcontractor 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 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. APS shall be under no obligation to make payment for any Work performed by any replacement or supplemental subcontractor if APS approval for such replacement or supplementation was required but not obtained prior the Work being performed.

Additionally, the Contractor shall not remove or replace the approved key personnel or subcontractor without written approval of APS. In cases of the approved key personnel or subcontractor's prolonged illness or other extended leave of absence, Contractor shall provide an interim key personnel or subcontractor whose continued work on the Work shall be subject to approval by APS.

In the event of the key personnel or subcontractor's resignation or termination from the Contractor's employment, the Contractor shall replace the key personnel or subcontractor with an individual with similar qualifications and experience and only with APS' prior written approval.

Any replacement or substitution of key personnel or subcontractor shall be provided at no cost to APS, including an up to thirty (30) day transition period. APS may deem repeated failure or excessive delay by the Contractor

to provide qualified personnel, or qualified replacement personnel, sufficient reason to terminate the Contract in whole or in part.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work 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. APS reserves the right to remove immediately any staff or subcontractor at any time during the duration of the Contract if it determines, in its sole discretion, that the employee is not of the level of competence or ability required, is incompetent, careless, or not working in harmony with others, or if the staff or subcontractor is for any other reason found to be unsuitable for the Work. APS reserves the right to reject suggested staff or subcontractor who, in its sole discretion, is not adequately qualified to perform the Work. APS may direct replacement staff or subcontractor when, in its sole discretion, the one currently in an assignment is not adequately qualified to perform the Work. No additional cost shall be payable by APS as the result of the rejection, removal, or directed replacement of any staff or subcontractor.

15. Supervision by Contractor

The Contractor shall 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.

16. 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, status as a service disabled veteran, 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 subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

17. 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.

18. 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 Procurement 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.

19. Default, Cure and Termination

- A. 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, or for the convenience of APS as provided in these Terms and Conditions.
- B. 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"). To be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. Timely submission of Termination Costs is a condition precedent to any obligation of APS to make payment thereof. 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.
 1. If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor.
 2. Upon any termination for default or breach, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination expended by APS to complete the Work covered by the Contract, and for all other costs incurred by APS as a consequence of such default, including but not limited to costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant Work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. 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, and all attorney fees and court costs, and reasonable and customary costs of litigation including but not limited to expert witness fees incurred by APS to enforce or defend any provision of this Contract.
 3. 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.

4. In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

C. Contractor Responsibility for Damages Without Termination

1. Reimbursement of damages resulting from the Contractor's errors, omissions or negligent performance of the Work, breaches of the Contractor's Contract, and failures by the Contractor to comply with the applicable standard of care shall be pursued actively by APS. Within a reasonable time after APS has actual knowledge of such error, omission or negligent performance or breach and has made a determination that there may be Contractor financial responsibility, the Contractor shall be given Notice of the error, omission, negligent performance or breach and that APS intends to hold the Contractor financially responsible. The Contractor shall in no more than fourteen (14) Days from the date of the Notice provide a technical solution to the identified problem, including cost estimate. The Contractor also shall coordinate with APS to determine required technical support and timing to minimize delays and costs to the construction project for which the Work is being provided ("Project") resulting from the issue. Pending final decision by the Owner, the Contractor will be invited to attend all price negotiations for the corrective work with the person or entity under contract with APS to perform the construction work on the Project ("Construction Contractor").
2. The Contractor shall provide any required design and administrative services which may arise as the result of the Contractor's errors, omission, negligence or breach at no additional cost to APS.
3. If the Contractor refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial and corrective action, including necessary revisions, construction and/or Change Order negotiations with the Construction Contractor and another design professional without participation by or further Notice to the Contractor.
4. The Contractor shall not be responsible for the actual cost to purchase correct equipment or systems which should have been originally specified in the Contract Documents for the project, nor for the cost of installation thereof. The Contractor shall, however, be responsible for any increased costs of performance of the Construction Contractor's costs of performance related to the error, omission, negligence or breach, including but not limited to costs arising from re-work of or correction of damage to previously performed Work, costs of delay which could have been avoided had the error, omission, negligence or breach not occurred, inflation, reordering, restocking, plan resubmissions or otherwise, and design and administrative services incorporated into the Construction Contractor's Change Order or into any design professionals contract or Change Order as a result of the Contractor's errors, omissions, negligence or breach.
5. For the purposes of determining the Contractor's share of such costs for Work which has not yet been performed, the cost of Work performed under a Construction Contract Change Order or under a contract or Change Order with another design professional shall be presumed to be fifteen percent (15%) greater than if the work had been included in the original Contract Documents. The Contractor shall have the burden of disproving this presumption.

20. Termination for the Convenience of APS

Notwithstanding the rights of the Owner or defaults outlined above, the Owner shall have the right to terminate this Contract, in whole or in part, at its own convenience for any reason by giving seven (7) days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Work actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith

which could not be canceled, less the salvage value thereof, plus 10%. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the Owner. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The Owner shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The Owner shall have the right of audit and the Contractor shall provide all information and documentation reasonably requested for such purposes insofar as they pertain to amounts claimed to be due hereunder. In the event a termination by the Owner for default, in whole or in part, subsequently is determined to have been without sufficient justification, such termination shall be deemed a termination for convenience and the CMR's remedies shall be limited as provided in this Paragraph 24.

After receipt of a notice of termination for convenience 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.

21. Indemnification* ((NOTE: Virginia does not permit a public body to agree to the indemnification of others; cross indemnity provisions are not acceptable)

The Contractor covenants for itself, its employees, and subcontractors to save, 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 and including APS the "APS Indemnitees" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including but not limited to court costs, reasonable attorneys' fees and costs of litigation including but not limited to expert witness fees and costs), , charges, liability, demands or exposure (hereinafter collectively "Indemnification Costs"), however caused unless caused by an APS Indemnitee, 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, whether such act or omission or error is attributable to Contractor, a subcontractor, any material supplier, or anyone directly or indirectly employed by them for performance of the Work. This duty to save, 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 an APS Indemnitee, then upon written notice from APS to the Contractor, Contractor shall have the option to elect, at Contractor's sole discretion and expense, to 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. Contractor shall be under no obligation to elect to resist or defend such action and may elect to allow APS or the APS Indemnitee to so resist or defend, subject to the indemnification obligations set forth herein.

If, after Notice by APS, the Contractor elects not to resist or defend or fails or refuses to save, hold harmless and/or indemnify APS or the APS Indemnitee, the Contractor shall be liable for and reimburse APS for any and all Indemnification Costs as defined above 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.

22. 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, hold harmless, and indemnify APS, and all of its officers, officials, Offices, agencies, agents, and employees (collectively and

including APS the "APS Indemnitees" for purposes of this section) from and against any and all Indemnification Costs however caused unless knowingly caused by an APS Indemnitee, 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 or an APS Indemnitee without knowledge of the intellectual property right. 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 hourly rates payable to Contractor include 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, 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 Indemnification Costs 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.

23. 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 all copyrightable works created pursuant to this Contract. 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 subsection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract 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 subsection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" subsection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract 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 subsection as part of any contract they enter into with the Contractor for work related to Work pursuant to this Contract.

24. 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.

25. 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's, 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 its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (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 officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

26. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C. F. R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS's Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH and shall indemnify APS in accordance with the Indemnification clause in this section.

27. 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 subcontractors of the Contractor are performing Work under this Contract on APS-owned property, then such 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 or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as Attachment D) 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 in accordance with all applicable APS security and resources policies, as well as local, state and federal laws and regulatory requirements concerning data privacy and security, as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor agrees that it will comply with the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (i.e., Va. Code § 2.2-3800 et seq.), and the Virginia Freedom of Information Act (i.e., Va. Code § 3700 et seq., as applicable. 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. If requested by APS, and, to the extent applicable, 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, disclose, 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 Contract and shall certify completion of this task, in writing, to Project Officer.

- (g) Notification of Security Incidents. The Contractor shall notify the APS Chief Information Officer and 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 plan/s.

28. Ethics in Public Contracting*

This Contract incorporates by reference Article 9 of the APS Procurement 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, Article 6 of the Virginia Public Procurement Act (Va. Code § 2.2-4367 et seq.), 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.

29. APS Employees*

No employee of APS 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.

30. 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, epidemics, pandemics, or other public health emergency declared by governmental authority to the extent the impact of such epidemic, pandemic or public health emergency is shown to affect the Work directly, 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, epidemics, pandemics, or other public health emergency declared by governmental authority to the extent the impact of such epidemic, pandemic or public health emergency is shown to affect any obligation of APS, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract.

No such extension of time shall be deemed a waiver by APS of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

31. 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 Contract Term and any Renewal Contract Term(s) of this Contract. 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.

32. Relation to APS*

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.

33. 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.

34. 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.
- All submittals must be in the required tabular format in a binder.
- Report covers / binders 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.

35. 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.

36. Amendments

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

37. Arlington Public Schools Procurement Resolution and Policies*

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

38. Dispute Resolution*

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra Work, or extra compensation or time, and all claims by Contractor for alleged breach of Contract shall be submitted in writing to the Project Officer and to the Procurement Agent for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope, and otherwise comply with the requirements of Articles 6 and 7 of these Terms and Conditions. Final decision on all claims submitted in compliance with the requirements of this Contract shall be made by the Procurement Agent or his designee within ninety (90) calendar days following receipt of the Contractor's last required submission. Failure of the Procurement Agent or his designee to act within such ninety (90) calendar days' time shall be deemed a final decision to deny the claim as of the ninetieth (90th) day. A final decision on behalf of APS shall be a condition precedent to institution by the Contractor of any judicial claim for relief on the claim. The Contractor's right to seek judicial appeal of denial of a claim is barred if no suit is filed within six (6) months following the final decision by APS. No consideration by APS of any additional submission by the Contractor in support of any claim shall extend this six (6) month limitation.

Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement Agent. The Contractor shall not cause a delay in the Work pending any decision by APS or a court of competent jurisdiction.

39. Prohibited Hardware, Software, or Services*

The Contractor shall not use, whether directly or through any subcontractor or consultant, any hardware, software, or services that have been prohibited by the United States Department of Homeland Security for use on federal systems.

40. 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.

41. 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.

42. 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.

43. 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.

44. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, 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, subsections, and sections of this Contract.

45. 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.

46. 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 shall so survive, 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 APS; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; Confidential Information, and Data Security and Protection.

47. 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 section to which the heading refers. Provided, however, non-negotiable, mandatory provisions required by Virginia law or by the Procurement Resolution are indicated by an asterisk “*”

48. Ambiguities

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

49. Non-Discrimination Notice*

APS does not discriminate against faith-based organizations.

50. Insurance Requirements

A. Overview

During the Initial Contract Term and for all Renewal Contract Terms of this Contract, the Contractor shall procure and maintain the **Insurance Required by The Contract referenced in Section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require the Contractor to change their insurance to an insurer that has the minimum required AM Best rating. This right can be exercised at any time, this insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating changes to a rating under A- during the Contract the offeror of A&E Services is required to notify APS in writing immediately upon discovery and change the insurance to an approved insurance company that meets the AM Best rating of A- immediately.
3. The Contractor must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if Contractor has the financial capacity to meet its obligations under a deductible or self – insurance program. If, in its sole discretion, APS is not satisfied as to the Contractor’s financial capacity to meet its obligations under a proposed deductible or self – insurance program, the Contractor shall re-submit revised acceptable insurance cover or may by Change Order at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor to ensure protection for APS.

B. Certificates of Insurance & Additional Insured Status:

1. The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents and employees as additional insureds for all contracts of insurance.
2. If the insurance policy represented by the Certificate of Insurance requires an endorsement in order to add Arlington County School Board including elected and appointed officials, agents and employees as an additional insured, then such endorsement must accompany the Certificate of Insurance.

3. All cyber insurance policies will name Arlington County School Board, including elected and appointed officials, agents and employees as an additional named insured.

C. Termination & or Augmentation of Insurance Policies:

All required insurance policies must be endorsed to provide that the insurance company shall give **forty-five (45) days written notice** to APS if the policies are to be terminated or if any changes are made during the Initial Contract Term or any Renewal Contract Terms which will affect in any way the insurance requirements set forth herein. To be eligible for award of any Task Work Order Contract during the Initial Contract Term and for each Renewal Contract Term, the Contractor shall provide APS with a copy of each policy which it and each of its subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. If the Contractor terminates or augments any insurance policy without giving APS forty-five (45) days notice Contractor will be in direct violation of the terms and conditions of the Contract.

D. Insurance Required by The Contract:

Casualty Insurance:

1. Commercial General Liability Occurrence-based Insurance:

Commercial General Liability occurrence-based insurance covering claims for bodily injury, property damage and personal injury arising out of operations by the Contractor whether such actions are performed by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall include coverage for explosions, collapse, and underground utilities. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents and employees.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Commercial General Liability	\$3,000,000	\$6,000,000

2. Subcontractor’s Commercial General Liability Insurance:

The Contractor shall require each of its subcontractors to procure and maintain during the life of its subcontract, subcontractor’s Commercial General Liability Insurance in amounts satisfactory to the Contractor, naming Arlington County School Board as an additional named insured.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Subcontractors Commercial General Liability	\$3,000,000	\$6,000,000

3. Professional Liability / Errors & Omissions:

Professional Liability / Errors & Omissions insurance shall be in place for the Contractor and its subcontractors. All professional liability/errors & omissions insurance policies shall have Arlington County School Board, including elected and appointed officials, agents, and employees as an additional named insured.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Professional Liability	\$3,000,000	\$6,000,000
Errors & Omissions	\$3,000,000	\$6,000,000

4. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation and Employer's Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Worker's Compensation	Statutory Limits	Statutory Limits
Employer's Liability	\$1,000,000	\$1,000,000

5. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and its subcontractors.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Commercial Automobile Liability	\$1,000,000	\$1,000,000

6. Cyber Liability Insurance:

Cyber insurance which shall be in place for the Contractor and its subcontractors. All cyber insurance policies shall have Arlington County School Board, including elected and appointed officials, agents, and employees as an additional named insured.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Cyber Liability	\$3,000,000	\$5,000,000

E. Receipt of Certificates of Insurance:

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS prior to the Contractor being eligible for award of any Task Work Order Contract during the Initial Contract Term, and for any Renewal Contract Term. The Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. The Contractor certifies by commencement of the Work that its insurance and that of all subcontractors then under contract is in effect and meets the requirements set forth herein. Copies of subcontractor insurances shall be kept on file and made available to APS upon request.

F. Contract Identification:

All certificates of insurance shall state the Contract number and title.

51. 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. Department 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>.

52. 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.

53. Failure to Deliver

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

54. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state, or local government work for any reason.

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, by the Commonwealth of Virginia or any agency or department thereof, or by any public body within the Commonwealth of Virginia.

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.

55. Non-Endorsement Clause for Contracts and Agreements

APS may be identified as a “Participant” in the Work with the following statement added: “This shall not constitute an endorsement of any products or services”. For further information, please contact the APS Department of Schools and Community Relations.

56. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

57. Student Data Usage and Privacy Agreement (Intentionally Deleted)

58. Contractor Certification Regarding Criminal Convictions*

All contracts with APS, where the Contractor or its employees, or its subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its subcontractors’ nor any of its subcontractors’ employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
 - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
 - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
 - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery, or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its subcontractors, and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover 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 Contractor's certification

59. Cooperative Contract for Use by Other Public Bodies (Intentionally Deleted)

60. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor*

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

61. Contractor Selection and Award of Individual Task Work Orders

APS may award a Task Work Order Contract to any Contractor awarded a Contract for the required Specialized Service. It is the intent of APS to allocate Task Work Order Contracts in an approximately equal rotation among all Contractors awarded a Contract for the same services. Selection of the Contractor and award of a Task Work Order Contract will, however, be based on the following criteria as applicable to the Task Work Order Contract:

- a. Location of Work and the type of Work being performed.
- b. Evaluation of past and current performance on a Task Work Order Contract, Task Work Order Contract size, manpower availability, responsiveness, performance or capabilities.
- c. Balancing of Task Work Order Contracts dollar volume among Contractors.
- d. Other appropriate criteria as deemed in the best interest of APS.

Issued By: David Webb, C.P.M.
Procurement Director/Procurement Agent
Procurement Office
Arlington Public Schools
Phone: (703) 228-6127, (703) 328-5591
Email : david.webb@apsva.us



VII. Appendix A

Contractor Certification Regarding Criminal Convictions

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 the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
 - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
 - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
 - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.

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.

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.

Name of Offeror

Signature

Address of Offeror

Name and Title (please type or print)

Telephone

Date

VIII. Appendix B

Conflict of Interest Statement

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this Proposal to APS in response to its Request for Proposal #03FY21, and on behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the APS as a result of this solicitation.

Affirm that if the Offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the APS, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the APS as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

Offeror Name: _____

Signed By: _____ Date: _____

Name/Title: _____

Acknowledgment

Commonwealth of Virginia/State of (_____) City/County of
(_____) to wit:

personally appeared before me this ____ day of _____ 2021 the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____, 20__

IX. Appendix C

Insurance Checklist

Coverages Required		Limits (Figures Denote Minimums)		
Coverage Present (Place an X in the Box if coverage is present)	Number	Coverage Type	Coverage Limit Per Occurrence	Coverage Aggregate Limit
Commercial General Liability				
	1	Premises / Operations	\$	\$
	2	Umbrella Liability	\$	\$
	3	Excess Liability	\$	\$
	4	Completed Operations	\$	\$
Subcontractors Commercial General Liability Insurance				
	5	Independent Contractors	\$	\$
Professional Liability & Errors and Omissions				
	6	Professional Liability		
	7	Errors & Omissions	\$	\$
Worker's Compensation & Employer's Liability Insurance				
	8	Worker's Compensation	\$	\$
	9	Employer's Liability	\$	\$
Commercial Automobile Liability Insurance – Owned, Non-Owned and Hired				
	10	Owned	\$	\$
	11	Non-Owned / Hired	\$	\$
Cyber Liability Insurance				
	12	Cyber Liability	\$	\$
	13	Carrier Rating shall be Best's Rating of A- or better or its equivalent		
	14	All deductibles and or self-insurance component have been submitted to Arlington Public Schools for review.		
	15	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least 45 days prior to action		
	16	APS shall be an Additional Insured on all policies except Workers Compensation, Professional Liability, and Automobile Liability		
	17	Certificate of Insurance shall show Contract Number and Title		

X. Appendix D

Sample Form Agreement



Arlington Public Schools

PROCUREMENT OFFICE

2100 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123

Website: www.apsva.us

**Subject: Contract 03FY21 Term Contracts for Architecture and Engineering Services for
Miscellaneous Task Work Order Contracts for Arlington Public Schools**

Contract 03FY21 (“Contract 03FY21” or “Contract”), for the provision of Term Contracts for Architecture and Engineering Services for Miscellaneous Task Work Order Contracts for Arlington Public Schools (“the Work”) is entered into as of the date the Procurement Agent signs this Agreement, this _____ day of _____, 2021; by and between _____, located at _____, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner.”

1. Contract Term

If the Contract is awarded and signed by the Procurement Agent prior to July 1, 2021, services under the Contract and the Initial Contract Term shall not commence until July 1, 2021. If the Contract is awarded and signed by the Procurement Agent after July 1, 2021, the Initial Contract Term commences on the date the Procurement Agent signs the Contract. Regardless of the commencement date of the Initial Contract Term, the Contract will expire on the earlier of (i) June 30, 2022 or (ii) when the cumulative total project fees reach the maximum authorized by the Virginia Public Procurement Act, whichever occurs first.

The Contract may be renewed for a term not to exceed one (1) year (“Renewal Contract Term”) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request Work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) additional one-year periods at the same terms and conditions.

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract Term in which the Task Work Order Contract was awarded.

2. Contract Hourly Rates for Contract Term

APS will pay the Contractor in accordance with the Hourly Rates shown in the 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 Initial Contract Term. Where the Contactor 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.

3. Increases in Hourly Rates for Renewal Contract Terms

If consideration is to be given to adjusting the price after the Initial Contract Term or a Renewal Contract Term, the price may be adjusted for a Renewal Contract Term only upon approval of a written request to the Procurement Agent. Upon receipt of the Contractor's request, APS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined below.

The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, etc.)

The request must be received at least thirty (30) days prior to the effective date of the expiration of the Initial Contract Term or Renewal Contract Term and shall become effective only upon approval by the Procurement Agent. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Procurement Agent may cancel, without liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

4. 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 a qualified Contractor to provide and implement the Work for each Task Work Order Contract. The Work is more fully described in Attachment 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, to provide all Work required by 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. The Contractor shall be responsible for providing the Work.

5. Task Work Orders

Task Work Order Contracts may be issued at any time during the Initial Contract Term and any Renewal Contract Term. A Task Work Order Contract 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 Fee Schedule. The maximum fee allowed by law for any individual Task Work Order Contract, which includes all fees and reimbursable expenses and contingencies, shall not exceed the total set in Section 4-102 (2) A. of the APS Procurement Resolution, as amended or the Virginia Public Procurement Act. Provided, however, the Contractor shall not commence work under any Task Work Order Contract until a Purchase Order from the Procurement Agent or designee has been received.

It is understood that more than one Task Work Order Contract may, at the Owner's sole discretion, be offered to the Contractor during the Initial Contract Term and any Renewal Contract Terms. Although the potential exists for multiple Task Work Order Contracts being offered to the Contractor during the Initial Contract Term and Renewal Contract Terms, the maximum fees allowed by law for the aggregate of all individual Task Work Order Contracts, which includes all fees and reimbursable expenses and contingencies, shall not exceed the total set in Section 4-102 (2) A. of the APS Procurement Resolution, as amended or the Virginia Public

APS does not represent or guarantee that the Contractor will receive any Task Work Order Contracts.

6. Documents

The Contract consists of the following documents (“Contract Documents”) all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. Any reference to the Contract shall be deemed to include all Contract Documents whether or not so stated. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, APS shall determine the provision having precedence.

- 1 Attachment G – Negotiated Items List
- 2 Agreement #03FY21 and all modifications properly incorporated into the Agreement
- 3 For the requirements and obligations applicable to any particular Task Work Order Contract, the Task Work Order Contract, the detailed Scope of Work, the Task Work Order Contract Proposal, and documentation incorporated in each of the foregoing.
- 4 Attachment A – Scope of Work
- 5 Attachment B – Fee Schedule
- 6 Attachment C – Contractor Certification Regarding Criminal Convictions
- 7 Attachment D – Contract Terms & Conditions
- 8 Attachment E – Non-Disclosure and Data Security Agreement
- 9 Attachment F – Certificate(s) of Insurance

The following are incorporated by reference:

- 10 The Request for Proposal (RFP) and all Addenda, and
- 11 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract 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 Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the “Contract.”

7. Definitions

All words and terms shall have the meanings and terms assigned to them in the Contract Documents unless a different meaning is clear from the context.

8. Right to Terminate Contract

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

9. Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

10. Assignments

This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment, or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination

of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work and subcontracting of all or substantially all the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

11. Notices

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when (a) if delivered in person on the date of delivery, (b) if delivered to an agent, such as an overnight or similar delivery service, on the date of delivery, (c) if deposited in the United States mail, postage prepaid, certified or registered, addressed as provided below, upon the date of delivery to the last delivery address provided by the party receiving the notice; or (d) if delivered by email, at 9:00 A.M. on the first business day following the date of transmission if accompanied by proof of receipt. Notice information for the foregoing means of providing notice are follows:

To the Contractor:

To APS: Ms. Robin Hodges
APS Project Officer, Office of Design and Construction
Arlington Public Schools
2110 South Taylor Street.
Arlington, Virginia 22206
robin.hodges@apsva.us

And David J. Webb, C.P.M.
Procurement Director / Procurement Agent
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
david.webb@apsva.us

Note: During the COVID-19 pandemic, notices shall be delivered by email

12. Binding Agreement

APS and the Contractor each binds itself, its successors and permitted assigns to the other, its successors and permitted assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment to the Contract signed by APS and the Contractor signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

Acceptance:

Arlington Public Schools		Name of Contractor	
Authorized Signature:	_____	Authorized Signature:	_____
Printed Name	<u>David J. Webb, C.P.M.</u>	Printed Name:	_____
Title:	<u>Procurement Director/Agent</u>	Title:	_____
Date:	_____	Date:	_____

XI. Appendix E

Fee Schedule for the Contract

Categories of Staff Classifications, Materials, and Rates

The staff classifications provided in the chart below is only an example. Offerors are expected to provide hourly rates for all staff classifications, including sub-contractors, who may be assigned to any resulting Contract. Submission of rates must be done in accordance with the instructions provided in the RFP.

The hourly rates shall not be subject to change during the Initial Contract Term. Should the Contract be extended (“Renewal Contract Term(s)”), any changes in the hourly rates shall be in accordance with Section 3 of the Agreement, Increase in Hourly Rates for Renewal Contract Terms.

“Examples”

Item No.	Staff Classification	Hourly Rate
1	Principal of Architectural Firm	\$
2	Designer	\$
3	Project Manager	\$
4	Project Architect	\$
5	Principal of Engineering Firm	\$
6	Senior Engineer	\$
7	Junior Engineer	\$

Travel Costs:

See Contract Terms and Conditions Section 9 Reimbursable Travel-Related Expenses.

Motor Mileage:

See Contract Terms and Conditions Section 9 Reimbursable Travel-Related Expenses.

Other Reimbursable Costs:

See Contract Terms and Conditions Section 8 Reimbursable Expenses.

XII. Appendix F

Non-Disclosure and Data Security Agreement

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 “Work” 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 Work. 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 Work. 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 Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Work 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 Non-Disclosure and Data Security 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 Non-Disclosure and Data Security 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 reasonably strict and prudent administrative safeguards, disaster recovery and industry 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 and/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 Work, Contractor agrees to return all APS Information to the APS Project Officer. These obligations remain in full force and effect throughout the Work and shall survive any termination of the APS Contract.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

XIII. Appendix G

Consultant Specialty Form

Name of Offeror: _____

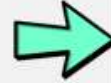
	Services	Mark "X" for Services Proposed by Offeror
A	Architectural and Interior Design	
B	Architectural and Interior Design – Small Scale Projects	
C	Civil/Site Engineering Design and Surveying	
D	Landscape Architecture/Engineering Design	
E	Mechanical and Plumbing Engineering Design	
F	Electrical and Low Voltage Engineering Design	
G	Fire and Life Safety Systems Design and Code Consultation	
H	Structural Engineering Design and Inspection	
I	Telecommunications Design	
J	Geotechnical	
K	Environmental Engineering and Testing Inspection	
L	Construction Cost Estimating and Value Engineering	
M1	Commissioning – HVAC, BAS, lighting controls, Domestic Hot Water, and Energy Metering	
M2	Commissioning – Geothermal Systems	
M3	Commissioning - Voice, Data, Public Address, Local Sound, and CATV Systems	
M4	Commissioning - Security and Access Control	
M5	Commissioning – Building Envelope	
M6	Commissioning – Theater and Auditorium	
N	Multimodal Transportation Design	
O	Geothermal Engineering Design and Inspection	
P	Roofing and Building Envelope Design and Inspection	
Q	Acoustical Design	
R	Theater and Auditorium Consulting and Design	

XIV. Appendix H

Screenshots of the Steps Required to Submit a Proposal

Current Solicitations

Solicitation	Description	Due Date	Contact
ITB 125FY20 Addendum 1	Space Ranger Services	April 30, 2020 No later than 11:59 PM Link to Submit Bid – ITB 125FY20	Joshua Makely



Send files to Joshua

Joshua Makely has invited you to send files

Please provide Company Name as it appears on the Bid Form.

By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.

Continue



Send files to Joshua

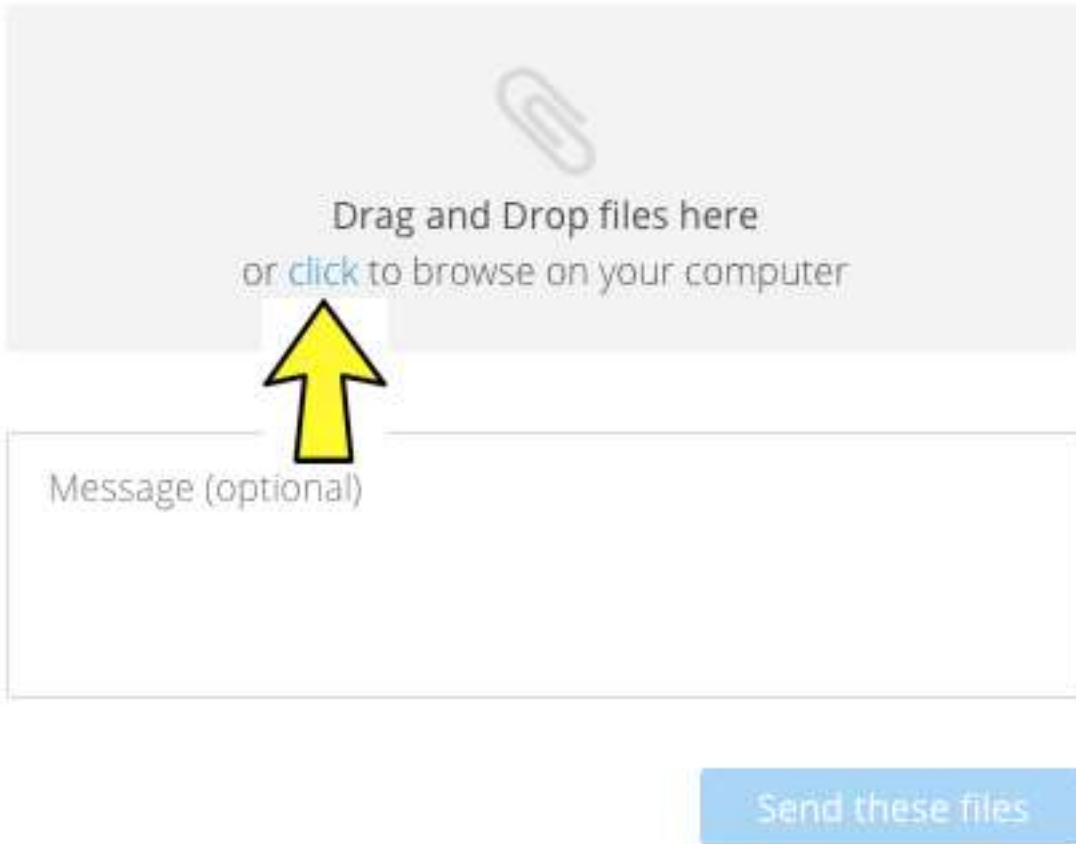
Joshua Makely has invited you to send files

Buzz Lightyear	 1
buzz@starcommand.org	 2
Star Command	 3

By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.



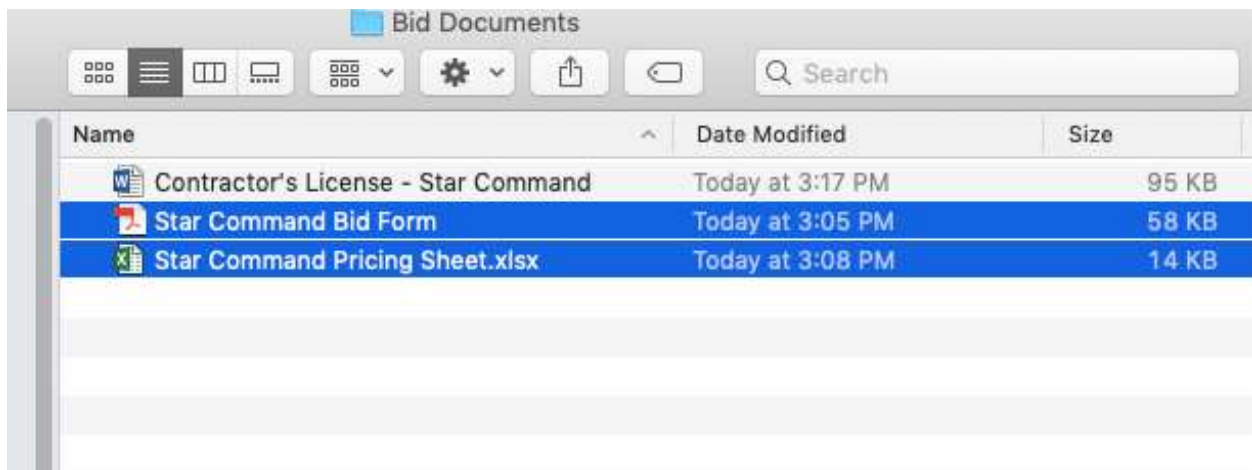
Attach the files you would like to send to Joshua Makely



Drag and Drop files here
or [click](#) to browse on your computer

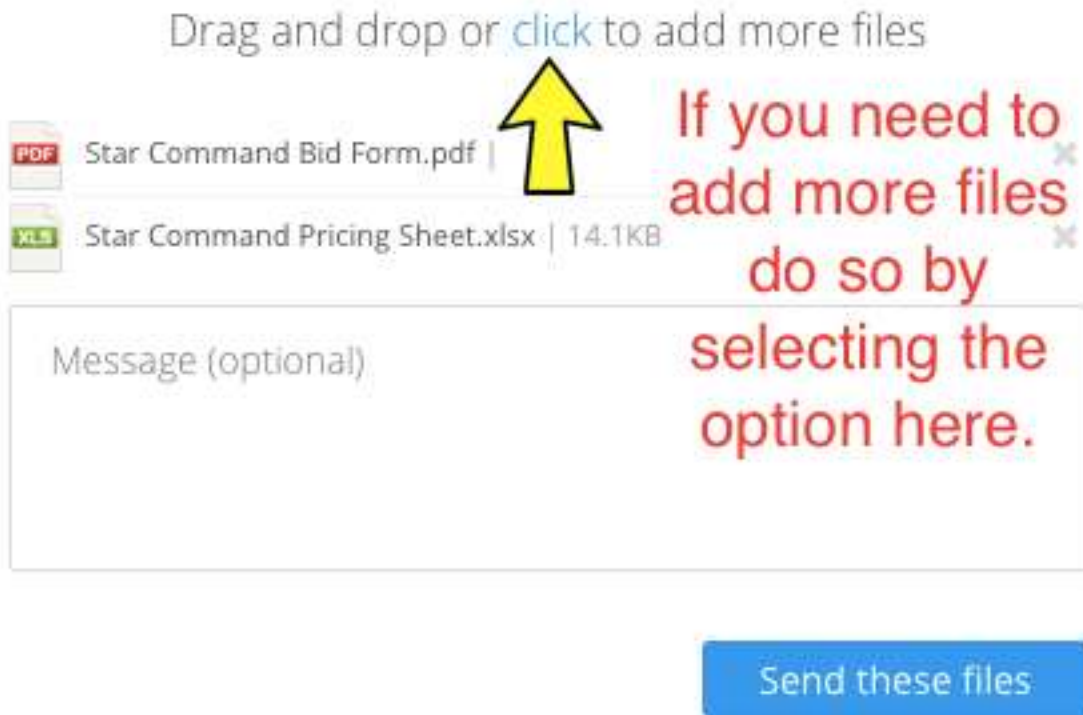
Message (optional)

Send these files



Name	Date Modified	Size
Contractor's License - Star Command	Today at 3:17 PM	95 KB
Star Command Bid Form	Today at 3:05 PM	58 KB
Star Command Pricing Sheet.xlsx	Today at 3:08 PM	14 KB

Drag and drop or [click](#) to add more files



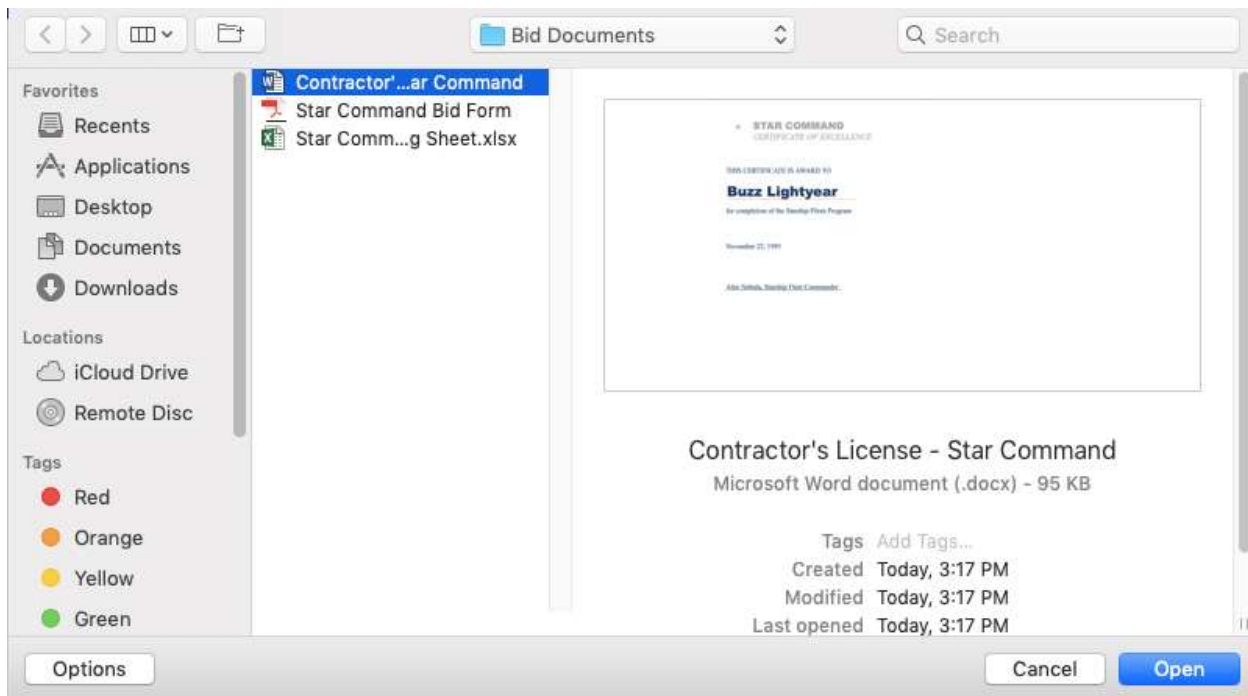
Star Command Bid Form.pdf |

Star Command Pricing Sheet.xlsx | 14.1KB

Message (optional)

If you need to add more files do so by selecting the option here.

Send these files



Drag and drop or [click](#) to add more files

-  Star Command Bid Form.pdf | 56.6KB ✕
-  Star Command Pricing Sheet.xlsx | 14.1KB ✕
-  Contractor's License - Star Command.docx | 93KB ✕

Bid Form and Excel Pricing Page (if applicable) from Star Command.
Include as optional
Contractor's License also attached.



Send these files



3 files sent to Joshua Makely

All files sent have been scanned for viruses - none were detected

You may now close this window



3 files sent to Joshua Makely

All files sent have been scanned for viruses - none were detected

You may now close this window