

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

REQUEST FOR PROPOSALS NUMBER 188-09

Sealed proposals will be received in hand in the Office of the Arlington County Purchasing Agent, in Suite 500, 2100 Clarendon Boulevard, Arlington, VA 22201, until 2:00 p.m. on the 8th day of July, 2009 for:

THE DEVELOPMENT, DESIGN AND DELIVERY OF A COMPREHENSIVE PROGRAM OF EMERGENCY RESPONSE EXERCISES IN COMPLIANCE WITH THE HOMELAND SECURITY EXERCISE AND EVALUATION PROGRAM (HSEEP) GUIDELINES

At time, date, and place above, proposals will be opened.

IF YOU ELECT NOT TO DOWNLOAD A COPY OF THE SOLICITATION, AN ADVANCE NONREFUNDABLE FEE OF \$5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure. Arlington County does not discriminate against faith-based organizations.

Arlington County, Virginia


Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us

SPEC

INTRODUCTION

Arlington County, Virginia is soliciting proposals from offerors having experience and qualifications in the area identified in this solicitation. Proposals must contain evidence of the offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by the County may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the offeror's expertise in the area of this solicitation.

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The County may also perform an initial review of proposals to determine which Offerors meet certain minimum qualifications requirements to warrant complete evaluation of the proposal (see below). The selection committee will rely primarily on the proposals submitted in selection of finalists and, therefore, offerors must emphasize specific information considered pertinent to the project and submit all information requested. The County may make award of this Contract or initiate negotiations with one or more offerors without further contact with other offerors. Evaluation of the proposals will include the criteria listed elsewhere in this solicitation.

MINIMUM REQUIREMENTS

The Offeror must comply with the following minimum qualification requirements:

- Designed, developed, executed, and evaluated 5 emergency management-level table top exercises in the past 3 yrs
- Designed, developed, executed, and evaluated five (5) senior leadership-level table top exercises in the past three (3) years
- Designed, developed, executed, and evaluated three (3) drills with fire department operations components in the past three (3) years

BACKGROUND

Mass transit systems pose an easy, high profile target for terrorist groups. This has been demonstrated in Moscow, London, Madrid, and India. Improper handling of these incidents further enhances the terrorist agenda by denying the public access to a very important component of the local infrastructure. On behalf of the National Capital Region's Fire Chiefs Committee, the Arlington County Fire Department has acquired funding through The Metropolitan Washington Council of Governments (COG) to acquire equipment to enhance response to incidences occurring on the Washington Metropolitan Area Transit Authority's (WMATA) Metro Rail system. In addition, the equipment, as well as members of local jurisdictions, needs to be comprehensively exercised to identify the strengths and correct weakness in the regional capabilities.

Funding for this program was made available through the Metropolitan Washington Council of Governments, the regional organization of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern that range from comprehensive transportation planning and economic development to emergency management and public safety coordination. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through grants and contracts from foundations and the private sector. Some of these grants come from the Department of Homeland Security and are intended to support homeland security and emergency preparedness.

In 2007, the Arlington County, on behalf of the National Capital Region Fire Chiefs Committee, was awarded a subgrant from the U.S. Department of Homeland Security Grant Program: Urban Area Security Initiative. The subgrant funds the "Metro Subway Strategic Initiative" project is a regional enterprise to improve emergency response in Metro Subway tunnels. The grant allocates funding for an exercise program to verify and validate the plans and procedures concerning response to incidents occurring on the Metro Subway system.

Arlington County Fire Department is seeking consulting assistance and contract support for the development and implementation of a series of exercises to enhance the region's response agencies abilities to respond effectively to an incident involving the WMATA rail system.

The exercise series will include tactical and strategic exercises designed to engage participants at multiple levels of government as well as build essential skills and a mutual understanding of respective roles, responsibilities and interests. The desired outcome of these exercises is to reinforce the National Capital Region's strategy for response to an emergency event.

SCOPE OF SERVICES

Arlington County is seeking consulting assistance and contract support for the development and implementation of a series of exercises to enhance the region's response agencies abilities to respond effectively to an incident involving the WMATA rail system. Work is expected to commence within ten (10) days of award, and be completed before June 30, 2010 (subject to negotiation).

The exercise series will include tactical and strategic exercises designed to engage participants at multiple levels of government as well as build essential skills and a mutual understanding of respective roles, responsibilities and interests. The desired outcome of these exercises is to reinforce the National Capital Region's strategy for response to an emergency event.

The Contractor will provide a Project Management Team, led by a single Project Manager to support the comprehensive exercise program. This Project Team will work with identified members of the planning committee to develop, design, and deliver the following exercises:

- Assessment and Status Report
- Exercise Series Coordination
- Tactical drills (3)
- Table Top Exercise- Emergency Managers
- Table Top Exercise- Senior Leadership
- Lessons Learned and Corrective Action Plans
- "Lessons Learned" Seminar

Each of the above listed exercises must be in compliance with Homeland Security Exercise and Evaluation Program (HSEEP) guidelines.

All deliverables are subject to review by Arlington County and associated exercise personnel. Revisions and edits will be returned to the Contractor within fourteen (14) days.

1) TASK DESCRIPTION: ASSESSMENT AND STATUS REPORT

- a) Prior to the initiation of exercise development activities, the Contractor must become familiar with the current status and content of emergency plans of the agencies and jurisdictions with which it will be working.
The Contractor will review all relevant emergency plans and policies from local jurisdictions as well as WMATA.
 - i) Contractor will review lessons learned from previous drills and actual events involving WMATA.
 - ii) Contractor will perform a limited number of interviews regarding policy issues related to emergency response in the METRO subway. No more than fifteen (15) interviews.
 - iii) Contractor will perform a literature search regarding, but not limited to, lessons learned from exercises and actual events both domestically and internationally
 - iv) Contractor will develop an Assessment and Status Report containing the following:

- (1) Authorities Matrix, which details the existing authorities for emergency response in the METRO subway and identifies gaps
- (2) Significant Lessons Learned Assessment which details the lessons learned from previous exercises and events and describes the emerging patterns, policy issues and gaps. This Assessment includes the information from the interviews.
- (3) Annotated Literature Review which details the information gathered and the patterns, gaps, and issues that are identified by jurisdictions and experts outside the NCR. This will be completed within sixty (60) days of award and prior to the first drill

2) TASK DESCRIPTION: EXERCISE SERIES COORDINATION: A steering committee comprised of representatives from the planning committees for each of the exercises/drills, along with the Contractor, will be responsible for coordinating the overarching exercise scenario and ensuring that the exercise series remains on track.

- i) Steering Committee Meetings
 - (1) The Contractor will facilitate meetings of the Exercise Series Steering Committee to ensure that the overall exercise program remains coordinated and on schedule.
 - (2) Host a Concept Development Conference
 - (3) Host semi-monthly meetings of the Steering Committee.
 - (4) Produce and distribute proposed meeting agendas no later than 1 week prior to meeting
 - (5) Take and distribute meeting minutes and action items no later than two (2) business days after each meeting.

3) TASK DESCRIPTION: TACTICAL DRILLS (3): The purpose of the tactical drills is to evaluate and improve the local responding agencies' abilities to respond swiftly and safely to a major incident in the Metro Subway system. The newly acquired Motorized Emergency Recon Vehicles (MERVs) have been designed to enhance this capability and need to be exercised in each drill. Three (3) tactical drills will be executed in three (3) different jurisdictions, and each jurisdiction will have an identified drill planning committee (to be decided by the comprehensive exercise program planning committee). Each tactical drill will last no longer than twelve (12) hours and must include the following:

- a) Exercise Design and Development
 - i) The Contractor will work with an identified drill-specific planning committee to finalize the scenario and design, develop, and conduct the exercise. Specific tasks include:
 - ii) Host approximately six (6) exercise planning committee meetings
 - iii) Produce and distribute proposed meeting agendas no later than 1 week prior to meeting
 - iv) Take and distribute meeting minutes and action items no later than two business days after each meeting.
 - v) Flesh out the agreed upon scenario and develop Master Scenario Events List (MSEL) to drive tactical response Task for a single operational period.
 - vi) Develop project plans with clear milestones to support execution of the tactical drill

- vii) Develop and print all necessary exercise documentation, including:
 - (1) Controller, Evaluator, and Participant handbooks
 - (2) Read ahead material,
 - (3) Exercise Plan,
 - (4) Evaluation/Control Plan,
 - (5) Exercise enhancements including initial maps and other visual items to acclimate exercise participants to the event
- viii) A Communications Plan from controllers to exercise participants (the communications plan for exercise play will be developed by participants)
- ix) Develop and deliver appropriate training for exercise controllers and evaluators

b) Tactical Drill Execution

- i) Provide controllers to deliver injects and keep the exercise on track
- ii) Provide technical support to set up the exercise site in advance of the exercise
- iii) Conduct hotwash after the exercise in preparation for After Action Report, take notes
- iv) Coordinate activities of exercise evaluators
- v) Provide personnel and equipment to film response activities to acquire film clips that can be integrated into the following table top exercises

In addition, each tactical drill will have the following deliverables:

| Deliverable | Draft Due Date | Final Due Date |
|--|---------------------------------|-------------------------------|
| Kickoff Meeting | N/A | 10 days after award |
| Workplan | 10 days after kickoff meeting | 25 days after kickoff meeting |
| Exercise Plan & MSEL | 45 days before exercise | 25 days before the exercise |
| Controller, Evaluator, and Participant Handbooks | 30 days before exercise | 10 days prior to the exercise |
| Controller and Evaluator Trainings | NA | 5-10 days before drill |
| Meeting Minutes (for all planning and meetings) | Two business days after meeting | 5 days after meeting |

4) **TASK DESCRIPTION: TABLE TOP EXERCISE FOR EMERGENCY MANAGERS:** The purpose of a table top exercise for local emergency managers is to explore and identify the inter-jurisdictional and regional issues

involved in supporting the response to a Metro Subway system incident. This work should build upon regional efforts to address issues of cooperation and coordination of incident support and should focus on exercising and improving these capabilities. A single table top exercise lasting no longer than eight (8) hours will be delivered to the emergency managers of local jurisdictions as well as critical agencies (i.e., WMATA). The table top exercise must include the following:

- a) Exercise Design and Development: The Contractor will work with an identified table top exercise planning committee to finalize the scenario and design, develop, and conduct the exercise. Specific tasks include:
 - i) Host approximately 4 exercise planning committee meetings
 - ii) Produce and distribute proposed meeting agendas no later than 1 week prior to meeting
 - iii) Take and distribute meeting minutes and action items no later than two business days after meeting
 - iv) Identify objectives and flesh out the agreed upon scenario
 - v) Develop project plans with clear milestones to support execution of the table top exercise
 - vi) Develop and print all necessary exercise documentation, including:
 - (1) Controller, Evaluator, and Participant handbooks
 - (2) Read ahead material
 - (3) Situation Manual
 - (4) Evaluation/Control Plan
 - vii) Exercise enhancements including initial maps and other visual items to immerse exercise participants in the hypothetical event
 - viii) Develop and deliver appropriate training for exercise controllers and evaluators
- b) Emergency Manager's Table Top Exercise Execution
 - i) Provide audio-visual, technical, and administrative support to the exercise, to include check-in
 - ii) Provide a catered continental breakfast and working lunch for exercise participants
 - iii) Provide an exercise facilitator to drive exercise participation
 - iv) Provide controllers to keep the exercise on track
 - v) Provide technical support to set up the exercise site in advance of the exercise
 - vi) Conduct hotwash after the exercise in preparation for After Action Report, take notes
 - vii) Coordinate activities of exercise evaluators
- c) In addition, the table top exercise will have the following deliverables:
 - i) The Contractor will provide the facility, as well support for that facility (to include technical support) for 75-100 people.

| Deliverable | Draft Due Date | Final Due Date |
|-------------------------|----------------|-------------------------------|
| Kickoff Meeting summary | NA | 10 days after Kickoff Meeting |

| | | |
|--|-------------------------|-------------------------------|
| Situation Manual | 45 days before exercise | 10 days before the exercise |
| Controller, Evaluator, and Participant Handbooks | 30 days before exercise | 10 days before the exercise |
| Controller and Evaluator Trainings | NA | 5-10 days before the exercise |
| Meeting Minutes (for all planning and meetings) | 2 days after meeting | 5 days after meeting |

5) TASK DESCRIPTION: TABLE TOP EXERCISE FOR SENIOR LEADERSHIP: The purpose of a senior level table top exercise for the National Capital Region's Emergency Preparedness Council to engage all members in the exercise, to identify various regional issues and to gain understanding of the respective roles and responsibilities of the sectors represented in the EPC regarding response and recovery to a regional emergency event. A single table top exercise will be delivered to the Emergency Preparedness Council as well as critical agencies identified by the planning committee. The table top exercise will last no longer than 8 hours and will and must include audio visual enhancements (including video taken from tactical drills) and must include the following:

a) Exercise Design and Development: The Contractor will work with an identified table top exercise planning committee to finalize the scenario and design, develop, and conduct the exercise. Specific tasks include:

- i) Facilitate a kickoff meeting
- ii) Facilitate approximately 4 exercise steering committee meetings
- iii) Produce and distribute proposed meeting agendas no later than 1 week prior to meeting
- iv) Take and distribute meeting minutes and action items no later than two business days after meeting
- v) Work with exercise planning committee to identify objectives and flesh out the agreed upon scenario
- vi) Develop project plans with clear milestones to support execution of the table top exercise
- vii) Develop and print all necessary exercise documentation, including:
 - (1) Controller, Evaluator, and Participant handbooks,
 - (2) Read ahead material
 - (3) Situation Manual
 - (4) Evaluation/Control Plan
 - (5) Exercise enhancements including initial maps and other visual items to immerse exercise participants in the hypothetical event
 - (6) A simulated news cast incorporating video clips from tactical exercises.
- viii) Develop and deliver appropriate training for exercise controllers and evaluators

- b) Senior Leader Table Top Exercise Execution
 - i) Provide high level audio-visual, technical, and administrative support to the exercise, to include check-in
 - ii) Provide a catered continental breakfast and working lunch for exercise participants
 - iii) Provide an exercise facilitator to drive exercise participation
 - iv) Provide controllers to keep the exercise on track
 - v) Provide technical support to set up the exercise site in advance of the exercise
 - vi) Conduct hotwash after the exercise in preparation for After Action Report, take notes
 - vii) Coordinate activities of exercise evaluators

- c) The Contractor will provide the facility for the exercise, as well support for that facility (to include technical support) for 75-100 people.

- i) In addition, each the senior leadership seminar will have the following deliverables:

| Deliverable | Draft Due Date | Final Due Date |
|--|-------------------------|-------------------------------|
| Kickoff Meeting summary | NA | 10 days after Kickoff Meeting |
| Situation Manual | 45 days before exercise | 10 days before the exercise |
| Controller, Evaluator, and Participant Handbooks | 30 days before exercise | 10 days before the exercise |
| Controller and Evaluator Trainings | NA | 5-10 days before drill |
| Meeting Minutes (for all planning and meetings) | 2 days after meeting | 5 days after each meeting |

- 6) TASK DESCRIPTION: LESSONS LEARNED AND CORRECTIVE ACTION PLAN: To complete the HSEEP process for each drill and exercise, "Lessons Learned" and best practices must be captured. Following each drill or exercise, a hotwash will be conducted and an HSEEP-compliant after action report will be produced. These reports will then generate corrective actions and will become the foundation for the Lessons Learned Seminar.

- a) Contractor will follow HSEEP guidelines and have a lessons learned process for each drill and TTX
 - i) At the conclusion of each drill and TTX, the Contractor will develop a Quick Look lessons learned report within 10 days of the event
 - ii) Contractor will maintain a simple data base of lessons learned and will continuously monitor for emergency trends and issues
 - iii) Contractor will also track best practices

- b) Contractor will use this data to develop and deliver Lessons Learned Seminar for drill or exercise participants
- c) Contractor will develop a corrective action plan for the METRO system and the surrounding jurisdictions. The Corrective Action Plan Draft will identify issues and recommendations from each of the drills and TTXs, and will be presented to the exercise steering committee for final review. This will serve as the basis for the forthcoming Lessons Learned Seminar agenda.

7) **TASK DESCRIPTION: LESSONS LEARNED SEMINAR:** The purpose of the "Lessons Learned" seminar is to disseminate the most important "lessons learned" from the comprehensive exercise program to important stakeholders. This will include many of the participants of the exercise program, but also members of outside communities with similar subway systems. The seminar will act as a forum to discuss and disseminate best practices and procedures.

- a) **Seminar Design and Development:** The Contractor will work with an identified seminar steering committee to develop and design the discussion forum. Specific tasks include:
 - i) Facilitate a kickoff meeting
 - ii) Facilitate approximately three (3) seminar planning committee meetings
 - iii) Produce and distribute proposed meeting agendas no later than one (1) week prior to meeting
 - iv) Take and distribute meeting minutes
 - v) Work with planning committee to identify objectives and flesh out forum agenda
 - vi) Develop project plans with clear milestones
 - vii) Develop and print all necessary documentation, including:
Participant handbooks, including read ahead material
- b) **Seminar Execution**
 - i) Provide audio-visual, technical, and administrative support to the seminar, to include check-in
 - ii) Provide a catered continental breakfast and working lunch for seminar participants
 - iii) Provide an exercise facilitator to lead discussion
 - iv) Conduct a hotwash
- c) The Contractor will provide the facility, as well support for that facility (to include technical support) for 75-100 people.

PROPOSAL REQUIREMENTS

Firms interested in providing the services described above, shall submit a proposal following the prescribed format. Adherence to the proposal format by all Offerors will ensure a fair evaluation. Offerors not following the prescribed format may be deemed non-responsive. Offerors shall address the following in their proposal, in the order stated; not exceeding the stated page limits (Microsoft Word 2003, Times New Roman, 10 point, single space) for each response item. Proposals shall be brief and contain the following sections:

I. Qualifications of the firm - (5 page maximum).

This section shall provide information regarding expertise and experience of the firm. Offerors shall discuss how the minimum requirements are met, including experience working with local government and fire services. Offerors shall also discuss experience in exercise design, development, and delivery. Offerors shall also discuss their ability to begin work within 10 days of award

II. Qualifications of key personnel - (10 page maximum).
This section shall provide the professional credentials subcontractors and key personnel assigned to this project. Offerors must provide a matrix showing the key personnel assigned to each task. Offerors shall demonstrate qualifications and availability of personnel relative to the requirements of the Tasks.

III. Technical approach - (20 page maximum).
In this section of the proposal, a detailed description of the Offerors approach for accomplishing all tasks specified above, including a work plan, a management plan and schedule. Offerors should specify their plan for the completion of this project by the June 2010 (subject to negotiation).

IV Hourly estimates for the Contractor and any subcontractor(s) - (3 pages maximum), hourly rates for the Contractor and any subcontractor(s), and final cost estimates - (3 page maximum).
This section shall include a detailed, task-by-task estimate of hours needed to complete the Tasks. Provide the names and titles of the assigned staff under the direct labor section with the estimated hours. Use the following table to submit estimates.

| Task | Estimated hours to complete task | Average hourly rate | Estimated total Cost |
|------|----------------------------------|---------------------|----------------------|
| | | | |

Also provide a final cost (sum of all total costs)

V. References of the Contractor and any subcontractor(s).
The Offeror and any proposed subcontractor shall provide at least three (3) references that Arlington County may contact regarding similar work performed. Names, titles addresses and telephone numbers shall be included for each reference. All three of these references must be recent (within 5 years) and shall include work in which the key personnel proposed to Arlington County have been assigned.

VI. Identification of any exceptions to the County's General Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

I. Responsiveness and proposal content, according to the Proposal Requirements specified above.

- II. Demonstrated Directly Relevant Experience of the Firm, its Key personnel and any Subcontractors and Availability of Key Personnel.
- III. Quality of technical approach including adherence to HSEEP principles
- IV. Cost estimation, including estimation of hours and average hourly rate.
- V. Exceptions to the County's General Terms and Conditions.
- VI. References

SPECIAL CONDITIONS

CONTRACT DOCUMENTS

Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer who shall be appointed by the Director of the Arlington County Fire Department requesting the work under this solicitation. 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.

TERMINATION FOR CAUSE

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

Except as otherwise directed by the County, 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.

In the event any termination for cause 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.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County 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, the County will terminate the Contract, without termination charge or other liability to the County, 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) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

PAYMENT OF SUBCONTRACTORS

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in 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 the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

ADA COMPLIANCE

Compliance with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs, services and facilities are accessible to persons with disabilities, as required by the ADA. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and programs to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices and will comply with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under the ADA.

FINANCIAL STATEMENT

The Contractor shall submit its most recent independent certified public accountant's audit of its finances, including the management letter or other ancillary audit components. In instances where a management letter was not prepared as an audit function, the Contractor must submit a written statement with its response certifying its absence. Failure to submit a financial statement shall be grounds for immediate rejection of the response. If the financial statement is not for the identical organization submitting this offer, a written explanation must be attached that explains the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

A Financial Statement will be returned upon receipt by the County of the Contractor's written request at the conclusion of the award process signed by an officer of the corporation or the same person who signed the original response. The Financial Statement is considered by the County to be proprietary information when submitted in connection with a procurement transaction and, as such, is not subject to public disclosure under the Virginia Freedom of Information Act.

REIMBURSABLE TRAVEL-RELATED EXPENSES

No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse the Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of \$41.00 or the individual meal rate of \$8.00 for breakfast, \$11.00 for lunch, and \$22.00 for dinner. Receipts are not required.

Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse the Contractor for no more than the cost of a single room.

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County at the time of contract negotiations, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to \$7.00 per day.

Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

Time limit: Requests for travel reimbursement covering the above submitted more than 60 days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls (other than 1 call for "safe" arrival/departure).
3. Self-entertainment activities (pay TV, movies, night clubs, health clubs, theaters, bowling...etc.)
4. Personal expenses (laundry, valet, haircuts)
5. Personal travel insurance (life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs and maintenance 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.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

INSTRUCTIONS TO OFFERORS

ADDITIONAL INFORMATION

Technical questions relating to this solicitation shall be submitted in writing to jdaugherty@arlingtonva.us. A copy of any questions submitted must be forwarded to the Office of the Purchasing Agent, phayes@arlingtonva.us or via facsimile to: Attn: Pamela Hayes, Fax Number 703-228-3409.

Contractual questions regarding this solicitation shall be submitted to the Assistant Purchasing Agent, Pamela Hayes, in the Office of the Purchasing Agent, phayes@arlingtonva.us, Fax Number (703) 228-3409.

No questions, either technical or contractual, will be considered if they are submitted within seven (7) calendar days of the deadline for receipt of proposals.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate County contact for technical information, bidders are cautioned that any written or oral representations made by any County or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether an oral or written representation of any County or other person requires that an amendment be issued, contact the County Purchasing Office in writing at Fax Number (703) 228-3409.

PROPOSAL FORM SUBMISSION

One proposal with a proposal form containing an original longhand signature and five (5) additional copies, which may include a photocopy of the signed proposal form (six (6) total), shall be submitted in hand in a sealed envelope to the Office of the Purchasing Agent no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the offeror, proposal submission date, time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Purchasing Office. Proposals received in the Office of the Purchasing Agent after the time and date specified in the solicitation will not be opened or considered. Proposals not submitted in the number of copies requested are subject to immediate rejection. Facsimile transmissions of proposals will not be accepted.

Failure to submit a proposal with a fully completed Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County 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. Proposals and all documents related to this solicitation submitted to the County by an Offeror or a prospective Offeror shall, upon receipt by the County, become the property of the County.

INCOMPLETE DOCUMENTS

The Contractor, as an Offeror, is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its proposal, and having notified the County Purchasing Agent immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the solicitation documents.

If a potential Offeror downloaded an electronic version of the solicitation documents, such potential Offeror is responsible for determining the accuracy and completeness of the electronic documents.

If the Contractor proceeds with any Task that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the County Purchasing Agent, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the County.

EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal, such expenses to be borne exclusively by the offeror.

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 the County that the offeror will rely upon. No pleas of ignorance of such conditions and 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 consideration on the part of the successful offeror.

QUALIFICATION OF OFFERORS

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The offeror may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County.

TWO-STEP EVALUATION

Evaluation of responses shall be a two step process. The first step consists of scoring the responses of all offerors to create a short list of those deemed most qualified to perform the work. Two or more of the

highest scoring offerors will be included in the short list. The scores for the first step are solely to identify those who will proceed to the second step. The second step is the selection of the finalist(s) from the short listed offerors. The second step selection will be based on an evaluation of either the short listed offerors' interviews and oral presentations, or the quality of responses to the County's request for additional information, or a combination of these factors. The scores received by the finalists in the step one evaluation will not be used in step two except as a tie breaker.

DEBARMENT STATUS

By submitting a proposal, the offeror certifies that it is not currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia.

ARLINGTON COUNTY BUSINESS LICENSES

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

PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the County prior to the time and date set for the receipt of proposals or unless the County fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for receipt of proposals.

ALTERNATE INSURANCE COVERAGE

If the offeror does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the County, may be considered. Written requests for consideration of alternate coverages must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of proposals. If the County denies the request for alternate coverages, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of proposals.

PARKING

At most County locations, parking for the Contractor's vehicles is not provided by the County. The Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the sites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. You may purchase the ParkSmart card at Arlington County Commuter

Services Commuter Stores, the Arlington County Treasurer's Office, or online at www.commuterdirect.com. For more information on the use of this payment device, visit www.parkarlington.com or call 703-228-7433.

TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROPOSAL STANDARDS

Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

- All copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals 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 (e.g. separate title sheets or chapter dividers) should be avoided.

INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one proposal received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one proposal for a solicitation 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 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 resolicitation for the same work.

EQUIVALENT EXPERIENCE AND REFERENCES

If a bidder or offeror is not able to meet the experience and reference qualifications required under this solicitation, the bidder or offeror may submit a resume indicating the experience and reference qualifications of the proposed Project Manager for the work, acquired under the project Manager's prior employer(s). Such information shall clearly identify the project Manager's experience and reference qualifications in performing the work covered by this solicitation. All information provided shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the identification of the prior employer(s) for each identified project.

The County will request additional information if required, and will make a determination as to the acceptability of the experience and reference qualifications of the proposed project Manager as a substitute to part or all of the reference and experience qualifications required in the solicitation.

If a contract is awarded based on this section, the Contractor shall not substitute the named project Manager for the duration of the contract unless the substitute project Manager has equivalent qualifications approved by the County.

COMPETITIVE NEGOTIATION FOR GOODS AND SERVICES

OTHER THAN PROFESSIONAL SERVICES

This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Goods and Services" as defined in the Arlington County Purchasing Resolution. 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. Because of this restriction, the opening of proposals is not public.

CONFLICT OF INTEREST STATEMENT

The offeror must provide a statement regarding potential conflict of interest as described below. The certification shall accompany the response to this solicitation and shall be in the form below, signed by a principal of the offeror's firm and notarized.

The offeror certifies that neither the offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the County as a result of this solicitation.

If the offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the offeror 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.

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

FIRM NAME: _____

SIGNED BY: _____

NAME/TITLE: _____

DATE: _____

(INSERT NOTARIZATION)

UNNECESSARILY ELABORATE RESPONSES

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

GENERAL TERMS AND CONDITIONS

COUNTY EMPLOYEES

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subContractor or vendor.

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 the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of 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 in accordance with the Arlington County Resolution, the employees of whom 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.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, 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; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. 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.

LIABILITY

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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

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

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the 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.

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. This same requirement shall apply to all firms, regardless of the legal form of the entity. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation,

partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

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 County websites, or County's 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>

HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County 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 the County under said Contract.

RELATION TO COUNTY

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 the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for

considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

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.

PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "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 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 designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under 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 Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

COPYRIGHT

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

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

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

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Errors and Omissions Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 188-09

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., JULY 8, 2009

THE DEVELOPMENT, DESIGN AND DELIVERY OF A COMPREHENSIVE PROGRAM OF
EMERGENCY RESPONSE EXERCISES IN COMPLIANCE WITH THE HOMELAND SECURITY
EXERCISE AND EVALUATION PROGRAM (HSEEP) GUIDELINES

PER THE FOREGOING SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ANY AMENDMENTS THERETO, IS THE HARD COPY OF THE DOCUMENTS AVAILABLE FROM THE OFFICE OF THE PURCHASING AGENT.

AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS ALSO IS AVAILABLE FROM THE COUNTY'S WEBSITE AT: <http://www.arlingtonva.us/purchasing>. HOWEVER, SUCH ELECTRONIC COPY IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH ALL POTENTIAL OFFERORS MUST ACKNOWLEDGE ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

1. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN SIX (6) COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE A PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND FIVE (5) ADDITIONAL COPIES, WHICH MAY INCLUDE A PHOTOCOPY OF THE SIGNED PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM SHALL BE FIRST PAGE OF THE ORIGINAL PROPOSAL.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

NAME (PRINTED): _____ TEL. NO.: _____

E-MAIL ADDRESS: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-110 of the Arlington County Purchasing Resolution states that the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

No, the proposal I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

State the specific reason(s) why protection is necessary:

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-110 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

| | | | | |
|---|-----------------|--------------|----------|--|
| SUBMITTED BY: (LEGAL NAME OF FIRM) | | | | |
| ADDRESS: | | | | |
| CITY/STATE/ZIP: | | | | |
| TELEPHONE NO.: | FACSIMILE NO.: | | | |
| TAX ID NUMBER (EIN/SSN): | | | | |
| THIS FIRM IS A: • INSERT NAME OF STATE | | | | |
| <input type="checkbox"/> CORPORATION, <input type="checkbox"/> GENERAL PARTNERSHIP, <input type="checkbox"/> LIMITED PARTNERSHIP, <input type="checkbox"/> UNINCORPORATED ASSOCIATION, <input type="checkbox"/> LIMITED LIABILITY COMPANY, <input type="checkbox"/> SOLE PROPRIETORSHIP | | | | |
| IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? | | | | |
| OFFEROR STATUS: | MINORITY OWNED: | WOMAN OWNED: | NEITHER: | |