NOTICE OF RENEWAL OF CONTRACT

TO: SPECIAL PSYCHOLOGICAL SERVICES GROUP
    DR. NEIL S. HIBLER
    10520 WARWICK AVE, SUITE B6
    FAIRFAX, VA 22030-3100

DATE ISSUED: SEPTEMBER 7, 2011
CONTRACT NO: 366-10
CONTRACT TITLE: SRF - PSYCHOLOGICAL ASSESSMENTS

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective OCTOBER 1, 2011 and expires on SEPTEMBER 30, 2012.

This is the SECOND year of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 366-10 including any exhibits attached or amendments thereto.

CONTRACT PRICING:
REFER TO EXHIBIT B OF AGREEMENT NO. 366-10

ATTACHMENTS:
1) AMENDMENT NO. 1
2) AGREEMENT NO. 366-10
3) REQUEST FOR PROPOSALS NO. 366-10

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: DR. NEIL S. HIBLER
TELEPHONE NO.: 703-246-9114
EMAIL ADDRESS: EMAIL@POLICEPSYCHOLOGY.COM

VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: SUSIE DOYEL
TELEPHONE NO.: 703-228-4461
EMAIL ADDRESS: SDOYEL@ARLINGTONVA.US

TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1969658

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<thead>
<tr>
<th>CONTRACT AUTHORIZATION</th>
<th>DISTRIBUTION</th>
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<td>VENDOR: 1</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>BID FOLDER: 2</td>
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9/18/2011 Date
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 366-10
AMENDMENT NUMBER 1

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 366-10 dated October 7, 2010 ("Main Agreement") and made between Neil S. Hibler, Ph.D., ABPP DBA Special Psychological Services Group, 10520 Warwick Avenue, Suite B6, Fairfax VA 22030-3100 ("Contractor") a Virginia Sole Proprietorship authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

REPLACE ITEM 3. CONTRACT TERM FROM THE ORIGINAL AGREEMENT WITH THE FOLLOWING ITEM 3. CONTRACT TERM:

3. CONTRACT TERM
Work under this Agreement will commence on October 1, 2011 and be completed no later than September 30, 2012 ("First Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from October 1, 2012 to September 30, 2015 (Each period is referred to as "Subsequent Contract Term").

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

PRINT NAME RICHARD D. WARREN, JR. AND TITLE: PURCHASING AGENT
DATE: 9-8-11

NEIL S. HIBLER, Ph.D., ABPP DBA SPECIAL PSYCHOLOGICAL SERVICES GROUP

SIGNED BY: [Signature]

PRINT NAME Neil S. Hibler, Ph.D. AND TITLE: [Signature]
DATE: 9-7-11

TAXPAYER ID NUMBER: 541969658
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 366-10

THIS AGREEMENT is made, on the date of execution by the County, between Neil S. Hibler, Ph.D., ABPP DBA Special Psychological Services Group, 10520 Warwick Avenue, Suite B6, Fairfax VA 22030-3100("Contractor") a Virginia Sole Proprietorship authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Price) (Contract Documents”).

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

The Contract Documents set forth the entire agreement between 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 parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively the "Work"). The primary purpose of the Work is to provide Psychological services. The Contract Documents set forth the minimum Work estimated by the County 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 the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Work under this Agreement will commence upon execution by the County and be completed no later than September 30, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from October 1, 2011 to September 30, 2015 (Each period is referred to as "Subsequent Contract Term").
4. **CONTRACT AMOUNT**
   The County will pay the Contractor in accordance with the terms of the Payment paragraph, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. Pricing will remain firm for the contract terms.

5. **PAYMENT**
   Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

6. **PROJECT OFFICER**
   The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Office of the Sheriff or agency 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.

7. **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 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 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.

8. **ADDITIONAL SERVICES**
   The Contractor shall not be compensated for any goods or services provided except those included in Exhibit B and included in the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit A unless otherwise agreed.
9. **REIMBURSABLE EXPENSES**

No reimbursable expenses are allowed under this Agreement. The lump sum Contract Amount includes all costs and expenses of providing the services described in this Agreement to the County.

10. **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.

11. **NON-APPROPRIATION**

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 non-appropriation 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 shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.
12. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

13. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases 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. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases 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. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

14. **PROJECT STAFF**
The County will, throughout the Initial Contract Term and any Subsequent Contract 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 the sole responsibility of the Contractor.

15. **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.

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 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.

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 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 Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. WARRANTY
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.
20. **UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

21. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: 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, including warranty and guarantee periods. However, the County 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 the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s 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 and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County 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.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and
notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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, 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.

22. 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.

23. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless
and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made.

24. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including 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 to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees 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 Amount includes all royalties, licensing fees, or costs arising from the use of such design, device, or materials in any way involved with the Work.

25. 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.

26. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County's 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 the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County 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 the County. Additionally, 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 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.

27. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

29. 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, or an act of God beyond control of the Contractor Force Majeure, beyond the and outside the scope of the Contractor's then current disaster plan, 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 its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

30. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.

31. 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. Furthermore, 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.

32. 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 this Contract.

33. 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 the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, 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 copies shall be double-sided;
• Report covers or 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 (e.g. separate title sheets or chapter dividers) should be avoided.

34. **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. The County 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 and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

35. **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.

36. **AMENDMENTS**
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

38. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer 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. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.
39. **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.

40. **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.

41. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

42. **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.

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

44. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

45. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

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

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

TO THE CONTRACTOR:

Neil S. Hibler, Ph.D ABPP
10520 Warwick Drive, Suite B6
Fairfax VA 22030-3100

TO THE COUNTY:

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

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

48. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

49. 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 and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance 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:

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

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for 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.
e. Additional Insured - Arlington County, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

f. 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 or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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

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

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

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

The Contractor shall be as fully responsible to 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. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

50. 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

51. 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 of 1996 (“HIPAA”). The Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

NEIL S. HIBLER, Ph.D., ABPP DBA SPECIAL PSYCHOLOGICAL SERVICES GROUP

TAXPAYER ID NUMBER,
SSN/EIN 54-41969658

AUTHORIZED SIGNATURE:

NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT

DATE: 10/7/10

AUTHORIZED SIGNATURE:

NAME AND Neil S. Hibler, Ph.D., Director, TITLE: Special Psychological Services Group

DATE: 10-1-2010
AGREEMENT 366-10

EXHIBIT A

SCOPE OF SERVICES

PURPOSE
To obtain a psychologist to perform the psychological assessments for the following Arlington County agencies ("County"):  
- Fire Department;  
- Office of Emergency Management (OEM)  
- Police Department; and  
- Sheriffs Office.

CONTRACT TERM
The Contract Terms shall be for a period of one (1) year after award; with an option, at the discretion of the County for up to four (4) additional one (1)-year extensions.

GENERAL
A. The Contractor shall develop and implement a statistical validation system of the screening process as described below.

B. Psychological evaluations shall include psychological testing, clinical interview, report of findings and recommendations, case review, summation and quality control and administration oversight.

C. This is a requirements contract as specified elsewhere in this solicitation.

D. Changes in Contractor’s personnel assigned to this contract require the County’s advanced approval.

SCOPE OF WORK
The Contractor shall provide professional services related to conducting comprehensive psychological evaluations for:

- Pre-employment Applicant Assessment: psychological screening of Firefighters/EMTs, Police Officers, and Deputy Sheriffs.
- Perform evaluations of the fitness for duty for positions within the County.
- Police Officers already employed who are applying for Crisis Negotiator, Emergency Response Unit, or other Special Duty Positions. Psychological evaluations should include psychological testing, clinical interview, report of findings and recommendations, case review, summation and quality control and administration oversight.
- Consultant Services.

A. Pre Employment Applicant Screening
The Contractor shall perform psychological assessments, evaluations, and recommendations for selection of Firefighters/EMT, Police Officers, Deputy
Sheriffs and applicants for the Office of Emergency Management. The Contractor will complete the evaluations and issue a final written report to the requesting Agency within fourteen (14) calendar days after receiving the completed written tests. The report will state clearly the Contractor's recommendation on an applicant's suitability or non-suitability for the position, along with a summary supporting the recommendation. The format of all written reports is subject to prior approval.

All psychological testing instruments used by the Provider will consider the work performed in each particular job classification (included in this RFP document) and will be validated for use by that job classification. The testing instruments must have predictive validity related to future job performance for each job classification. Testing instruments should produce no adverse impact for women and minorities. The Provider will include for each applicant tested a minimum of one in-person interview, and a battery of written psychological tests for each applicant.

B. Fitness for Duty Evaluation
At the request of the Agency, the Contractor shall perform psychological assessments, evaluations, and recommendations of the fitness for duty of Firefighters/EMT, Police Officers, Deputy Sheriffs, or other employees as determined by the requesting Agency. Fitness for duty assessments will include a minimum of: one (1) in-person interview with the employee, a battery of psychological tests and review of any other information deemed appropriate by the Contractor or the Agency. The Contractor will submit a report documenting the findings of the assessment within fourteen (14) calendar days from referral. The report will clearly state the Contractor's specific recommendations about the employee's ability to meet their job class responsibilities. In the event the Provider determines the employee is not fit to perform their currently assigned duties, the report shall provide the Provider's recommendations for retraining, treatment, and rehabilitation. The format of all written reports is subject to prior approval.

C. Special Duty Positions
The Contractor must conduct psychological exams of Police Officers already employed who are applying for Crisis Negotiator, Emergency Response Unit, or other Special Duty Positions. Psychological evaluations should include psychological testing, clinical interview, report of findings and recommendations, case review, summation and quality control and administration oversight.

D. Consultation Services
The Provider will perform consultation services to the managers of the Office of the Sheriff, Police, OEM and Fire Departments. These services may include the services listed below.

- Development of validation data for each agency; and
- Other services as mutually agree upon.

APPLICANT ASSESSMENT PROGRAM
The Contractor shall administer the tests and interviews identified below. The psychological screening of Public Safety applicants shall consist of a combination of psychological testing and interviews. The screening shall be comprised of the Human Reliability Structured Interview, the Shipley
Institute of Living Test, the FIRO-B, the 16 Personality Factor Test - 5th edition, the Minnesota Multiphasic Personality Inventory - 2(MMPI-2) and a Sentence Completion Test (not scored). Changes in Contractor's personnel assigned to this contract require the County's advanced approval.

The interviews shall consist of a structured interview and a clinical mental status examination. The structured interview shall rely on a specific format with core questions on past and present behavior and attitudes, asked of every applicant. The formalized interview process shall lessen the opportunity for interviewer bias. During the clinical interview critical items from the psychological testing shall be further explored. Information from other sources (e.g., biographical data, panel interview, polygraph) shall also be further explored.

The Contractor shall provide to the Agency a narrative report on each applicant. The report shall avoid the use of psychological jargon. In the report some personality traits shall be discussed along with behavioral descriptions relevant to the evaluation, quotations from the interview, and background/test information shall all be used to make psychological points about a particular applicant. In addition, a rating system shall be used ranging from "A" to "F" for Police Officers, Deputy Sheriffs and other law enforcement candidates. A rating system shall be used of "Recommended", "Recommended with Reservation" and "Not Recommended" for the Fire Department applicants.

The psychological data will be used by the Agency in conjunction with other data to make a decision regarding any applicant.

The Contractor shall keep statistical data on the average test scores for hired applicants for each ethnic and sex group. Since there may be differences for members of different groups, the Contractor shall develop norms for each group that will aid the Agency in assuring that candidates are compared only to those of the same ethnic and sex group, and not to an inappropriate norming sample.

**APPOINTMENTS**
The Contractor shall be available by appointment which will be made by the Agency. The contractor shall make available a minimum of two (2) appointments per department (Fire, Police, Sheriff) within two (2) business days of receipt of the recruiter's request. The appointment should occur within two weeks of the recruiter's request. The County may cancel scheduled appointments without financial obligation to the contractor by giving at least 24-hours advance telephone or other verbal notice to the Contractor.

**RECORDS**
Testing results and protocols shall remain in the physical custody of the Contractor.
The Contractor shall submit the originals of the narrative reports as scheduled to the Recruiter.

All statistical data, written reports, assessments and evaluations produced under this Agreement are the property of the County. The Contractor may retain a record copy of the statistical data upon termination of this Agreement. All originals and copies of all records shall be returned to the
County within ten days of termination of this Agreement, if requested by an agency.

**CONTRACTOR’S STAFF**
Changes in Contractor’s personnel assigned to this contract require the County’s advanced approval.

**REPORTS**
A. The Contractor shall have each applicant sign a release form to allow transfer of the information gathered during the assessment process, to the requesting Agency.
B. The contractor shall submit the reports required to the County within fourteen (14) days from the time all testing and interview data are collected. On occasion, the Agency may request a verbal report pending the written report.
C. The Contractor shall provide to the County a narrative report on each applicant. The report shall avoid the use of psychological jargon. In the report some personality traits shall be discussed along with behavioral descriptions relevant to the evaluation, quotations from the interview, and background/test information shall all be used to make psychological points about a particular applicant. At a minimum the psychological assessment reports will include:

1. A summary of the applicant’s educational and employment history;
2. A summary of the applicant’s developmental history;
3. A summary of the applicant’s social and health history;
4. Psychological findings;
5. An opinion as to the applicant’s suitability for employment for the position being sought, addressing possible antisocial behavior, alcohol/substance abuse, impulsive or erratic behavior, other poor or undesirable traits/behavior
6. A summary of the individual structured clinical interview
7. A rating of “highly recommended”, “recommended”, “recommended with reservations”, or “not recommended” for employment.

D. All reports must be reviewed by a 2nd qualified psychologist.

**INVOICES**
Billings and invoices required by the Agreement and submitted by the Contractor to the County shall not identify patients by name. Billings and invoices shall be presented in a format to be determined by the County which does not abridge a patient’s rights of confidentiality and privacy.

The Contractor shall comply with all applicable Federal and State laws and regulations for the assurance of the individual rights of patients served by the program.
AGREEMENT 366-10

EXHIBIT B

PRICE

COST SCHEDULE

Pre-employment Selection Screening

FULL, four page report with one page executive summary cover letter
..................$350

BRIEF, one page report (employing the same assessment process and review) ....$275

Fitness for Duty Evaluation

Comprehensive evaluation using the same five psychological tests as in pre-employment selection and an additional sixth instrument. The evaluation includes (without charge), file review, collateral contacts and discussion of findings and recommendations with agency personnel........$1,250

Special Duty Screening

Based on the same interview, personality tests and reporting used in pre-employment screening for incumbent personnel being considered for duties that are not routine and require stability and resources specific to the challenges to be faced (examples include SWAT, hostage negotiation, undercover service, child exploitation and other specialized requirements) .......$350

Collateral psychiatric evaluations are available; they are billed independently by our psychiatrist.

INCLUDED WITHOUT CHARGE:

• Meeting with departmental personnel to orient to these procedures
• Meeting with departmental personnel to address specific cases
• Quality assurance of each evaluation by a second, senior police psychologist
• Continuous monitoring as required by the EEOC under the 4/5th's Rule
• Addressing appeals based on psychological findings/recommendations
• Defending our findings/recommendations in any forum, of any kind

1 Our fees are price set, the same for all public safety client agencies.

2 All pre-employment screening uses the very same five (5) psychological tests and standardized, recorded Human Reliability Structured Interview®, every report is quality assurance reviewed by a second, senior police psychologist to ensure completeness, accuracy and standard of reporting.
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

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**VENDOR NAME:** Neil S. Hibler, Ph.D, ABPP DBA Special Psychological Services Group
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

REQUEST FOR PROPOSALS NO. 366-10

SEALED PROPOSALS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 19TH DAY OF AUGUST, 2010 FOR:

PROVISION OF PSYCHOLOGICAL ASSESSMENTS
FOR APPLICANTS AND EMPLOYEES OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, OFFICE OF EMERGENCY MANAGEMENT AND OFFICE OF THE SHERIFF ON AS-NEEDED BASIS, FOR UP TO A FIVE-YEAR PERIOD.

Proposals will not be publicly opened.

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, Virginia
Office of the Purchasing Agent

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us
INTRODUCTION

Arlington County, Virginia ("County") 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. IF MINIMUM QUALIFICATION REQUIREMENTS ARE PROVIDED IN THE SOLICITATION, THE COUNTY MAY PERFORM AN INITIAL REVIEW OF PROPOSALS TO DETERMINE WHICH OFFERORS MEET SUCH MINIMUM QUALIFICATION REQUIREMENTS, AND ONLY CONDUCT A FULL EVALUATION OF THE OFFERORS SO QUALIFIED. 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.

The following requirements are considered mandatory. If they are not met, proposals will not be reviewed or evaluated.

MANDATORY REQUIREMENTS:

A. The Contractor shall have an office suitable to perform testing of at least five (5) applicants at a time. The office(s) shall be located within the Washington Metropolitan Area, within 35 miles of Arlington County.

B. The Contractor and any psychologist(s) used for testing or interview must be a Clinical Psychologist with at least five (5) years of experience in the law enforcement-testing field. The Contractor must be licensed in the state of Virginia as a Clinical Psychologist.
The Arlington County Fire Department is committed to mitigating threats to life, property and the environment through education, prevention, and effective response to fire, medical, and environmental emergencies. The Fire Department works with the Arlington County Police Department (ACPD) and the Arlington County Sheriffs Office (ACSO) as well as the Office of Emergency Management (OEM) to accomplish our mission and to protect the public.

The Arlington County Sheriff’s Office is responsible for the management and operation of the Arlington County Detention Facility and all related correctional responsibilities; providing courthouse/courtroom security and court support services; service/execution of civil and criminal warrants and court orders; transportation of inmates; providing administrative support; as well as management and oversight of the Arlington Alcohol Safety Action Program (ASAP).

The Arlington County Police Department is responsible for 24/7 response to both emergency and non-emergency calls for service; conduct criminal investigations, coordinate special events and establish a cooperative relationship with the community. ACPD’s mission is to reduce the incidence of crime and improve the quality of life in the County by making it a place where all people can live safely and without fear.
SCOPE OF SERVICES

PURPOSE
To obtain a psychologist to perform the psychological assessments for the following Arlington County agencies ("County"):  
- Fire Department;  
- Office of Emergency Management (OEM)  
- Police Department; and  
- Sheriffs Office.

CONTRACT TERM
The Contract Terms shall be for a period of one (1) year after award; with an option, at the discretion of the County for up to four (4) additional one (1)-year extensions.

GENERAL
A. The Contractor shall develop and implement a statistical validation system of the screening process as described below.

B. Psychological evaluations shall include psychological testing, clinical interview, report of findings and recommendations, case review, summation and quality control and administration oversight.

C. This is a requirements contract as specified elsewhere in this solicitation.

D. Changes in Contractor’s personnel assigned to this contract require the County’s advanced approval.

SCOPE OF WORK
The Contractor shall provide professional services related to conducting comprehensive psychological evaluations for:

- Pre-employment Applicant Assessment: psychological screening of Firefighters/EMTs, Police Officers, and Deputy Sheriffs.
- Perform evaluations of the fitness for duty for positions within the County.
- Ongoing validity evaluations of the County’s candidate selection process. The Contractor shall meet at least annually with the agency representatives to report on validity study efforts and findings. A written annual report of the validity findings will be required.
- Police Officers already employed who are applying for Crisis Negotiator, Emergency Response Unit, or other Special Duty Positions. Psychological evaluations should include psychological testing, clinical interview, report of findings and recommendations, case review, summation and quality control and administration oversight.
- Consultant Services.
A. Pre Employment Applicant Screening
The Contractor shall perform psychological assessments, evaluations, and recommendations for selection of Firefighters/EMT, Police Officers, Deputy Sheriffs and applicants for the Office of Emergency Management. The Contractor will complete the evaluations and issue a final written report to the requesting Agency within fourteen (14) calendar days after receiving the completed written tests. The report will state clearly the Contractor’s recommendation on an applicant's suitability or non-suitability for the position, along with a summary supporting the recommendation. The format of all written reports is subject to prior approval.

All psychological testing instruments used by the Provider will consider the work performed in each particular job classification (included in this RFP document) and will be validated for use by that job classification. The testing instruments must have predictive validity related to future job performance for each job classification. Testing instruments should produce no adverse impact for women and minorities. The Provider will include for each applicant tested a minimum of one in-person interview, and a battery of written psychological tests for each applicant.

B. Fitness for Duty Evaluation
At the request of the Agency, the Contractor shall perform psychological assessments, evaluations, and recommendations of the fitness for duty of Firefighters/EMT, Police Officers, Deputy Sheriffs, or other employees as determined by the requesting Agency. Fitness for duty assessments will include a minimum of: one (1) in-person interview with the employee, a battery of psychological tests and review of any other information deemed appropriate by the Contractor or the Agency. The Contractor will submit a report documenting the findings of the assessment within fourteen (14) calendar days from referral. The report will clearly state the Contractor’s specific recommendations about the employee's ability to meet their job class responsibilities. In the event the Provider determines the employee is not fit to perform their currently assigned duties, the report shall provide the Provider’s recommendations for retraining, treatment, and rehabilitation. The format of all written reports is subject to prior approval.

C. Validity Verifications
The Contractor shall meet at least annually with the agency representatives to report on validity study efforts and findings. A written annual report of the validity findings will be required.

D. Special Duty Positions
The Contractor must conduct psychological exams of Police Officers already employed who are applying for Crisis Negotiator, Emergency Response Unit, or other Special Duty Positions. Psychological evaluations should include psychological testing, clinical interview, report of findings and recommendations, case review, summation and quality control and administration oversight.

E. Consultation Services
The Provider will perform consultation services to the managers of the Office of the Sheriff, Police, OEM and Fire Departments. These services may include the services listed below.

- Development of validation data for each agency; and
- Other services as mutually agree upon.
APPLICANT ASSESSMENT PROGRAM

The Contractor shall administer the tests and interviews identified below. The psychological screening of Public Safety applicants shall consist of a combination of two phases of psychological testing and interviews. The first phase shall comprise the Wonderlic Personnel Test R (WPT-R), the Sixteen Personality Factor Profile Fifth Additon (16PF Fifth Addition), and an interview with a Contractor's clinical psychologist who has been approved in advance by the County. Changes in Contractor's personnel assigned to this contract require the County's advanced approval. The second phase shall consist of a clinical interview and mental status evaluation, and administration of the Minnesota Multiphasic Personality Inventory-2-RF (MMPI-2-RF).

The interviews shall consist of a structured interview and a clinical mental status examination. The structured interview shall rely on a specific format with core questions on past and present behavior and attitudes, asked of every applicant. The formalized interview process shall lessen the opportunity for interviewer bias. During the clinical interview critical items from the psychological testing shall be further explored. Information from other sources (e.g., biographical data, panel interview, polygraph) shall also be further explored.

The Contractor shall provide to the Agency a narrative report on each applicant. The report shall avoid the use of psychological jargon. In the report some personality traits shall be discussed along with behavioral descriptions relevant to the evaluation, quotations from the interview, and background/test information shall all be used to make psychological points about a particular applicant. In addition, a numerical rating system shall be used ranging from one to four for the testing, interview, and the total evaluation process. The scale shall range from "Highly Recommended", "Recommended", Recommended with Reservations" or, "Not Recommended".

The psychological data will be used by the Agency in conjunction with other data to make a decision regarding any applicant.

The Contractor shall keep statistical data on the average test scores for hired applicants for each ethnic and sex group. Since there may be differences for members of different groups, the Contractor shall develop norms for each group that will aid the Agency in assuring that candidates are compared only to those of the same ethnic and sex group, and not to an inappropriate norming sample.

APPOINTMENTS

The Contractor shall be available by appointment which will be made by the Agency. The contractor shall make available a minimum of two (2) appointments per department (Fire, Police, Sheriff) within two (2) business days of receipt of the recruiter's request. The appointment should occur within two weeks of the recruiter's request. The County may cancel scheduled appointments without financial obligation to the contractor by giving at least 24-hours advance telephone or other verbal notice to the Contractor.

RECORDS

Testing results and protocols shall remain in the physical custody of the Contractor.
The Contractor shall submit the originals of the narrative reports as scheduled to the Recruiter.

All statistical data, written reports, assessments and evaluations produced under this Agreement are the property of the County. The Contractor may retain a record copy of the statistical data upon termination of this Agreement. All originals and copies of all records shall be returned to the County within ten days of termination of this Agreement, if requested by an agency.

CONTRACTOR’S STAFF
Changes in Contractor’s personnel assigned to this contract require the County’s advanced approval.

REPORTS
A. The Contractor shall have each applicant sign a release form to allow transfer of the information gathered during the assessment process, to the requesting Agency.

B. The contractor shall submit the reports required to the County within fourteen (14) days from the time all testing and interview data are collected. On occasion, the Agency may request a verbal report pending the written report.

C. The Contractor shall provide to the County a narrative report on each applicant. The report shall avoid the use of psychological jargon. In the report some personality traits shall be discussed along with behavioral descriptions relevant to the evaluation, quotations from the interview, and background/test information shall all be used to make psychological points about a particular applicant. At a minimum the psychological assessment reports will include:

1. A summary of the applicant's educational and employment history;
2. A summary of the applicant’s developmental history;
3. A summary of the applicant’s social and health history;
4. Psychological findings;
5. An opinion as to the applicant’s suitability for employment for the position being sought, addressing possible antisocial behavior, alcohol/substance abuse, impulsive or erratic behavior, other poor or undesirable traits/behavior
6. A summary of the individual structured clinical interview
7. A rating of “highly recommended”, “recommended”, “recommended with reservations”, or “not recommended” for employment.

D. All reports must be reviewed by a 2nd qualified psychologist.

INVOICES
Billings and invoices required by the Agreement and submitted by the Contractor to the County shall not identify patients by name. Billings and invoices shall be presented in a format to be determined by the County which does not abridge a patient's rights of confidentiality and privacy.

The Contractor shall comply with all applicable Federal and State laws and regulations for the assurance of the individual rights of patients served by the program.
PROPOSAL REQUIREMENTS

The Offeror's proposal shall address the below areas, in the order listed, not exceeding the stated page limitations (MS Word format; font: may not be smaller than Arial 10 point; single space; double sided; and 8½ by 11 size page) for each response item: (Note: For page-counting purposes, a page equals a one-sided sheet.)

A. One fully executed copy of the Proposal Form provided in this solicitation, which shall be the first page in the first section of the proposal. The copy of the Proposal Form in the proposal marked "original" shall include an original longhand signature. The additional sets required herein may be photocopies of the original.

B. 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.

C. Conflict of Interest Statement (see page 13)

D. Copy of Clinical Psychologist Virginia License(s) of all psychologists proposed to provide direct service under this contract.

E. Location of office(s) and include a description of the facilities.

F. Sample copy of testing reports and identify which tests they have used in performance under similar contracts.

G. Provide sample of psychological screening summary forms.

H. Offerors shall submit a description of their experience relevant to the scope of work under this contract.

I. Provide at least three (3) references (name, email address, physical address and telephone number(s)).
EVALUATION CRITERIA

I. If the proposal does not meet the following mandatory minimum requirements the proposal will not be further reviewed:

MANDATORY MINIMUM REQUIREMENTS:

A. The Offeror shall have an office suitable to perform testing of at least five (5) applicants at a time. The office(s) shall be located within the Washington Metropolitan Area, within 35 miles of Arlington County.

B. The Offeror and any psychologist(s) used for testing or interview must be a Clinical Psychologist with at least five (5) years of experience in the law enforcement-testing field. The Contractor must be licensed in the state of Virginia as a Clinical Psychologist.

II. Proposals meeting the above minimum requirements will be evaluated on the following criteria:

A. The extent to which the proposal meets the requirements of the solicitation and the extent to which the offeror is likely to be able to achieve the desired results;

B. Office location

C. Experience and history of the offeror in the particular disciplines covered by the solicitation;

D. Qualifications and experience of assigned staff members;

E. The capability, integrity, and reliability of the offeror;

F. The methodology proposed;

G. Understanding of the project and the County's objectives; and

H. Other evaluation criteria described or included by reference in this solicitation; and

I. Exceptions to the County's General Terms and Conditions.
INSTRUCTIONS TO OFFERORS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Pamela Hayes in the Office of the Purchasing Agent, at phayes@arlingtonva.us.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF PROPOSALS.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. If this solicitation includes a separate County contact for technical information, offerors are cautioned that any written or oral representations made by any County representative 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 representative or other person requires that an amendment be issued, contact Pamela Hayes in the County Purchasing Office at phayes@arlingtonva.us.

2. COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICES
This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Professional Services" as defined in the Arlington County Purchasing Resolution.

3. PROPOSAL FORM SUBMISSION
One (1) proposal with a proposal form containing an original longhand signature and four (4) additional sets, which may include a photocopy of the signed proposal form (five (5) sets total), shall be submitted by hand in a sealed envelope to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the time and date deadline specified in this solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Bid Clerk. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile will not be accepted.

Failure to submit a proposal with a fully-completed Proposal Form using the Proposal Form provided in this solicitation shall be cause for rejection of the proposal. Modification of or additions to any portion or terms 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 nonresponive. 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.
4. **INCOMPLETE DOCUMENTS**

Each 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, the potential offeror is responsible for determining the accuracy and 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 but has not notified the County Purchasing Agent, the offeror hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the County.

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 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.

6. **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. Each 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.

7. **DEBARMENT STATUS**

The offeror shall certify, in the space provided on the Proposal Form, whether or not it is currently debarred from submitting proposals to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

8. **EXPENSES INCURRED IN PREPARING PROPOSAL**

The County accepts no responsibility for any expense incurred by any offeror in the preparation and presentation of a proposal.
9. **ARLINGTON COUNTY BUSINESS LICENSES**

The successful offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 226-3060.

10. **AUTHORITY TO TRANSACT BUSINESS**

Any bidder organized as a stock or nonstock 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 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 proper legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in the Commonwealth shall include in its bid a statement describing why the bidder is not required to be so authorized. The County 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 bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

11. **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 Arlington County may be considered. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) calendar days prior to the date set for receipt of proposals. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of proposals.

12. **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 (5) 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)

13. TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information that is 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 subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Proposal Form, the data or other materials to be protected and state the reasons why protection is necessary.

14. PARKING
At most County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

15. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION
More than one proposal received in response to this 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 (1) 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 (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 re-solicitation for the same work.

16. 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 thirty percent (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.

17. 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.

18. NOT USED

19. PROPOSAL WITHDRAWAL
No proposal may 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.

20. OPTIONAL RIDER CLAUSE
Offerors will have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments and the Northern Virginia Cooperative Purchasing Council.

Participating jurisdictions will be permitted to purchase at contract prices in accordance with the contract terms. Participating jurisdictions will be responsible for placing orders directly with the successful offeror, arranging delivery, reconciling discrepancies and invoices, issuing payments, and have the option of executing a separate contract with the successful offeror.

Further information and forms will be provided to offerors who are considered for award.
CONTRACT TERMS AND CONDITIONS

THE CONTRACT WITH THE SUCCESSFUL OFFEROR ("CONTRACTOR") WILL CONTAIN THE FOLLOWING CONTRACT TERMS AND CONDITIONS, WITH INCOMPLETE INFORMATION TO BE ADDED BASED UPON THE FINAL NEGOTIATIONS BETWEEN THE COUNTY AND THE SUCCESSFUL OFFEROR. OFFERORS WHO PROPOSE TO USE ADDITIONAL OR MODIFIED LANGUAGE MUST INCLUDE SUCH LANGUAGE WITH THEIR PROPOSAL. ARLINGTON COUNTY IS REFERRED TO HEREBIN AS "COUNTY".

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work), and ____________________________ ("Contract Documents").

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

The Contract Documents set forth the entire agreement between 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 parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively the "Work"). The primary purpose of the Work is to _____________. The Contract Documents set forth the minimum Work estimated by the County 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 the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM - TO BE NEGOTIATED
Work under this Agreement will commence on _____________, and be completed no later than _____________ ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than ________ additional twelve (12) month periods from ___________ to ___________ (Each period is referred to as "Subsequent Contract Term").

4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph, and Exhibit ____ for the Contractor’s completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement.
5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract Amount/unit price shall remain firm for the Initial Contract Term. The Contract Amount/unit price for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in MAY of each year of the Contract.

If the Contractor and the County do not agree on a Subsequent Contract Term Contract Amount/unit price using the procedure set forth above by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County may terminate the Contract whether or not the County has previously elected to extend the term. The Contract Amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

7. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency 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.

8. **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 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 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.
9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit * and included in the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

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

10. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The lump sum Contract Amount includes all costs and expenses of providing the services described in this Agreement to the County.

11. NOT USED

12. 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.

13. NON-APPROPRIATION
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 non-appropriation 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 shall not be obligated under this
Contract beyond the date of termination specified in the County’s written
notice.

14. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the
Contractor will furnish all of the items or services described in the
Contract Documents if so requested by the County. The Contractor understands
and agrees that this is a requirements contract and the County will have no
obligation to the Contractor if no items or services are required or
requested by the County. Any quantities which are included in the Contract
Documents are the present expectations of those who are planning for the
County for the period of the Contract. The amount is only an estimate and
the Contractor understands and agrees that the County is under no obligation
to the Contractor to buy any amount as a result of having provided this
estimate or of having had any normal or otherwise measurable requirement in
the past. The Contractor further understands that the County may require
services in excess of the estimated annual Contract amount and that such
excess shall not give rise to any claim for compensation other than at the
unit prices set forth in this Contract.

15. COUNTY PURCHASE ORDER REQUIREMENT
County purchases 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. Such a Purchase Order is
to be provided to the Contractor by the order agency. The County will not be
liable for payment for any purchases 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. The Contractor should direct questions
regarding this requirement to the Office of the Purchasing Agent at 703-228-
3410.

16. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent
Contract 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 the sole responsibility of the Contractor.

17. NOT USED
18. **SUPERVISION BY CONTRACTOR**
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

19. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

21. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**
During the performance of 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 Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. **NOT USED**

23. **WARRANTY**
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

24. **UNSATISFACTORY WORK**
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

25. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: 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, including warranty and guarantee periods. However, the County 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 the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s 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 and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County
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.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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, 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.

26. 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.

27. **INDEMNIFICATION**
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made.

28. **INTELLECTUAL PROPERTY INDEMNIFICATION**
The Contractor warrants and guarantees that no intellectual property rights (including 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 to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees 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 Amount includes all royalties, licensing fees, or costs arising from the use of such design, device, or materials in any way involved with the Work.

29. **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.

30. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County's 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 the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County 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 the County. Additionally, 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 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.

31. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not

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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.

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

33. **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, or an act of God beyond control of the Contractor Force Majeure, beyond the and outside the scope of the Contractor's then current disaster plan, 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 its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

34. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.

35. **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. Furthermore, 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.

36. **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 this Contract.
37. 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 the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, 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 copies shall be double-sided;
- Report covers or 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 (e.g. separate title sheets or chapter dividers) should be avoided.

38. 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. The County 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 and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

39. 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.

40. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.
42. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer 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. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

43. **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.

44. **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.

45. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

46. **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.

47. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.
48. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

49. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

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

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

**TO THE CONTRACTOR:**

**TO THE COUNTY:**

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

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

52. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

53. **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 and upon any contract extension. The Contractor agrees to maintain such insurance until the
completion of this Contract or as otherwise stated in the Contract Documents. All required insurance 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:

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

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit ( Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for 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.

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

f. 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 or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.
The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, or that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

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

The Contractor shall be as fully responsible to 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. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

54. **ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any 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](http://www.ada.gov/websites2.htm)

55. **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 of 1996 ("HIPAA"). The Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).
ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 366-10

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201 NOT LATER THAN 2:00 P.M., AUGUST 19, 2010

FOR PROVIDING PSYCHOLOGICAL SERVICES 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 five (5) sets, 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 four (4) 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): __________________________ TITLE: __________________________

E-MAIL ADDRESS: __________________________ TEL. NO.: __________________________

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 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.
PROPOSAL FORM (page 2 of 3)

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 4 111 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 (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the offeror to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
**PROPOSAL FORM (page 3 of 3)**

The proper legal name of the firm or entity submitting this proposal must be written in the space provided below. This proposal form, and all other documents required by the solicitation to be submitted with this proposal 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 offeror, or the proposal may be rejected:

**AUTHORIZED SIGNATURE**

**PRINT NAME AND TITLE**

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<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
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<tr>
<td>ADDRESS:</td>
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<td>CITY/STATE/ZIP:</td>
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<td>FACSIMILE NO.:</td>
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This firm is a: • INSERT NAME OF STATE

__ CORPORATION, __ GENERAL PARTNERSHIP, __ LIMITED PARTNERSHIP,
__ UNINCORPORATED ASSOCIATION, __ LIMITED LIABILITY COMPANY,
__ SOLE PROPRIETORSHIP

Is firm authorized to transact business in the Commonwealth of VA?

Identification no. issued to the firm by the SCC:

Any offeror exempt from SCC authorization requirement shall include a statement with its proposal why they are not required to be so authorized

Offeror status:  MINORITY OWNED:  WOMAN OWNED:  NEITHER:

33

366-10
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS’ COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER’S AUTHORIZATION TO EXTEND CONTRACT:

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Vendor Name: ___________________________