

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

REQUEST FOR PROPOSALS NUMBER 458-06

Sealed proposals will be received in hand in the Office of the Arlington County Purchasing Agent, in Suite 500, #1 Courthouse Plaza, 2100 Clarendon Boulevard, Arlington, VA 22201, until 2:30 p.m. on the 4TH day of January, 2006 for:

FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF AN AUTOMATED MULTI-CHEMISTRY DISCRETE ANALYZER INCLUDING SOFTWARE AND RELATED HARDWARE FOR ARLINGTON COUNTY'S WATER POLLUTION CONTROL BUREAU.

At time, date, and place above, proposals will be 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 does not discriminate against faith-based organizations.

Arlington County, Virginia

William M. Clem
Procurement Officer

SPEC\MC\jh

INTRODUCTION

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

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The 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 following criteria:

- 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;

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

- Qualifications and experience of assigned staff members;

- The capability, integrity, and reliability of the offeror;

- The methodology proposed;

- Understanding of the project and the County's objectives; and

- Other evaluation criteria described or included by reference in this solicitation.

- And the cost of the services to be provided.

SCOPE OF SERVICES

Scope Of Work

The provision, installation, and maintenance of an Automated Multi-Chemistry Discrete Analyzer including software and related hardware in accordance with the specifications below.

Background

Arlington County's Department of Environmental Services has an analytical testing laboratory at its Water Pollution Control Plant in Arlington, Virginia. The laboratory performs about 36,000 analyses a year. The purpose of the laboratory is to provide analytical testing and monitoring in order for the plant to satisfy the Virginia Pollutant Discharge Elimination system (VPDES) permit requirements.

The County's laboratory presently uses a Lachat Quick Chem 8000 to analyze samples for Nitrate, Nitrite Ammonia, and TKN.

System Requirements

The Discrete Analyzer proposed by the Offeror shall be able to perform Nitrate, Nitrite Ammonia, TKN and Total Phosphorus. The brand and model proposed shall be a proven system, which is neither at the beginning nor the end of its Design Life Cycle. The proposed Discrete Analyzer shall currently be in use in at least five laboratories located in the United States for at least 2 years. The Discrete Analyzer shall be able to interface with the County's current LIMS system, "Labworks by Perkin Elmer."

Operational Specifications

1. All chemistries on the automated multi-chemistry discrete analyzer system shall operate on the principle of discrete batch robotics analysis.
2. The robotics system shall provide immediate, on-demand start-up, automated method changeover, and automated shutdown under computer control without operator intervention.
3. The analyzer shall be methods-based, capable of replicating the sample and reagent ratios specified in prescribed manual or continuous flow methodologies.
4. The robotics system shall be capable of consuming no more than 500 uL combined volume of sample and reagents per test or may optionally use additional volumes to replicate currently accepted methods.
5. Samples shall be processed at rates up to 150 tests per hour with no carryover or cross contamination between samples or chemistries.
6. The system shall allow for up to 7 chemistries to be run sequentially without an operator's intervention. Only those tests required shall run on each sample.
7. The system shall not require reagent baseline stabilization.
8. The software shall run under Windows XP and must perform simultaneous instrument control, data acquisition, and report generation.
9. The system shall not require any post-run carryover correction. As soon as the sample is through the detector, the final concentration value shall be available.

10. Automatic dilution with a high resolution dilutor shall be available to enable automated preparation of working standards from a stock standard and automated dilution of off-scale samples to bring their concentrations within the working range of the chemistry. Diluted samples shall be re-run automatically and results integrated into a final report.
11. The system shall allow for full support of 40 position, 57 position, or 100 position sampler trays.
12. The system shall be able to perform a minimum of 180 tests without operator intervention.

Instrument Specifications

1. The instrument shall be programmable to run at least 7 tests, in any combination, on each sample.
2. All operating parameters shall be computer-programmable with no manual switching of manifolds, pump tubes, sample loops, or interference filters.
3. The instrument shall allow true walk-away operation with no operator monitoring or intervention.
4. The instrument shall be capable of performing analyses on-demand. Specifically, if the appropriate reagents are loaded; the system shall allow the user to order up to 7 individual tests to be run on specified samples without additional instrument setup.
5. The instrument shall be capable of automated method changeover to specifically include computer-controlled sample volume, reagent volumes, reaction times and detection wavelengths.
6. The instrument shall accommodate up to 15 reagent/bulk container reservoirs incorporating a Peltier-cooled system to bring reagents to 10 degrees C below ambient and glanded reagent vessel caps to reduce reagent volatilization, eliminate cross contamination among reagents and samples, extend reagent lifetime and prevent odiferous chemicals from entering the laboratory's atmosphere.
7. Only the exact amount of reagent required for the test shall be consumed.
8. The reaction system shall provide an electrical heating system to bring the reaction product to a steady state of 37 degrees C.
9. The reaction product detection system shall be decoupled from the sample/reagent mixing system to maximize throughput and analytical precision.
10. The instrument shall employ stopped-flow reaction product reading in a temperature stabilized optical flow cell to eliminate flow noise and maximize the signal-to noise ratio.
11. The instrument shall be equipped with a 10 mm, temperature-stabilized flow cell to ensure a highly reproducible optical path and complete washout between samples to prevent carryover and cross-contamination. The system shall not require any wash system to either the flow cell or cures.

12. The instrument shall perform automatic reagent level sensing prior to analysis, based on the number of samples to be analyzed. In the event of insufficient reagent volume being available, the instrument shall alert the operator to top off the reagent reservoirs as required.
13. The instrument shall have a minimum of three user-selectable automatic dilutions settings. The software shall automatically select the optimal dilution setting based on an estimate of the over-range sample's concentration. The three settings shall be selected from a dilution range of 1:1 to 1:100.
14. The dilutor shall allow the user to request a pre-dilution in the range of 1:1 to 1:100 per sample. The instrument shall in addition automatically dilute any off-scale samples that were pre-diluted by the system.
15. The instrument shall have the ability to prepare working standards from a stock solution using the automatic dilutor with the user only needing to enter the value of the high standard into the software.

Chemistry Specifications

1. The system shall not require individual manifolds to accommodate each chemistry.
2. All chemistries shall be performed using a common pipettor, reaction wells and detection systems.
3. All method operating parameters shall be computer-programmable and not require any manual changeover by the operator.
4. All methods shall include linearity, accuracy, precision, and method detection limit data. All appropriate environmental chemistries shall employ USEPA accepted methodologies.
5. Approval documentation from USEPA shall be included for each test specified along with two column comparison tables submitted for the approval process.
6. To determine nitrate, the system shall employ an in-line open tubular cadmium reactor to thoroughly reduce nitrate to nitrite. The system shall also be capable of automatically reactivating the column on-line with copper sulfate solution. The system shall also be capable of running nitrite separately by automatically switching the cadmium reactor out of line, determining nitrite then subtracting the nitrite result from nitrate + nitrite to give a final nitrate concentration.

Instrument Software Specifications

1. The software shall allow the operator to view and print the calibration curve following the calibration run.
2. The software shall allow for one or more calibration standards to be eliminated from the curve and the least squares fit and correlation coefficient automatically recalculated.
3. The software shall communicate from the computer to the chemistry unit solely through a USB port and shall not require a plug-in card to perform

communication, analog-to digital conversion or digital input-output control.

4. The software shall automatically detect off-scale samples and schedule these samples for dilution to bring their concentration within the range of the calibration.
5. The calibration report shall include percent residual data, and the date and time of analysis for each and all calibration standards.
6. The software shall run under Windows TM XP.
7. The software shall allow the user to specify a minimum correlation coefficient value for the calibration curve which, if not met, shall notify the operator.
8. The software shall perform closed-loop data quality monitoring and control wherein QC samples and standards (spikes, duplicates, check standards, proficiency standards, etc.) can be specified together with their QC limits. If any QC limit is exceeded, the operator shall be able to also specify a corrective action. For example, if a check standard fails, the operator should be able to direct the analyzer to automatically recalibrate and re-run all samples from the last check standard that passed then continue on with the remaining samples without operator intervention.
9. The software shall allow for both short and long-term QC charting to track system performance with respect to accuracy and precision by continually tracking check standard mean and standard deviation. For convenience, the user shall be able to then plot QC charts showing limits of 1, 2, and 3 times the defined acceptable standard deviation of that standard.
10. The software shall allow for post-run rescheduling and re-run of samples or controls with or without a user-specified dilution.
11. The software shall allow for seamless reporting across batches and templates.
12. The software shall have bulk standard and control capabilities.
13. The software shall have automatic Spike preparation.
14. The software shall allow for alternative diluents capability - waters, acids, digests, etc.

Computer Specifications

1. Dell GX620 or equivalent
2. 2.8 GHz (or above) Pentium 4 PC with CD-RW Drive for reading software and back-up data.
3. 1GB RAM
4. 80 GB Hard Drive
5. 2 Spare USB Ports
6. Parallel Printer ports
7. Keyboard Mouse (PS2 connection)
8. Dell 1704FPT Flat Panel Display Monitor or equivalent
9. High speed laser printer
10. Windows XP Professional Software Package

Service/Support Specifications

1. The Contractor shall provide a minimum one year warranty on parts and labor.
2. The Contractor shall provide installation and commissioning and a thorough training course either on-site or at the Contractor's customer-training facility.
3. Contractor shall have an on-site service program available, with on-site service available within 72 hours.
4. Contractor shall provide a list of Technical Support Direct employees (not independent representatives) including their direct dial number and / or extension number.
5. Contractor shall maintain a dedicated telephone line for Technical Support which shall be staffed Monday through Friday from 9:00 a.m. until 4:00 p.m. EST.
6. Contractor shall maintain a dedicated Technical Support email address which is monitored every hour during normal operating hours.
7. Contractor shall demonstrate that they maintain a database containing all sales, warranty, parts and technical support calls and emails to ensure prompt and accurate Technical Support.

Proposal Requirements

The Offeror shall include the following information in the proposal that they submit in response to this solicitation:

1. Provide the name of the manufacturer and the model proposed as well the make and model of any related equipment, and address how this system meets the requirements specified. Include a description of maintenance, software, and technical support required and available for this instrument.
2. Address any specification that the proposed system is not capable of satisfying.
3. Provide EPA approved methodology with supporting documentation
4. Provide a total cost for a complete system including support services, as well as individual costs of the following:
 - a. Cost of the instrument including software and computer
 - b. Cost of on-site training
 - c. Cost for an annual maintenance and service contract
 - d. Cost for software upgrades
 - e. Cost for installation
5. Provide Five (5) references / customers being provided similar products at a similar level of effort. Include the Firm / organization name contact person and position; mailing address, telephone number, cellular number, and the address where the equipment is actually located if different from the above.
6. Provide a history of the instrument proposed including the number of years on the market performing water and waste water analyses and current plans, if any, to redesign or upgrade the system.

SPECIAL CONDITIONS

CONTRACT DOCUMENTS

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

PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer who shall be appointed by the Director of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

TERMINATION FOR DEFAULT

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

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of 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 default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

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

PAYMENT TERMS

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

ADJUSTMENTS FOR CHANGE IN SCOPE

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

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

PAYMENT OF SUBCONTRACTORS

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

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

thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

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

SUPERVISION BY CONTRACTOR

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

SAFETY

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

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

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

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

INSTRUCTIONS TO OFFERORS

ADDITIONAL INFORMATION

Technical questions relating to this solicitation shall be submitted in writing to Bernard Raiford, at braiford@arlingtonva.us, Fax Number (703)228-6875. A copy of any questions submitted must be forwarded to the Procurement Officer, Michael Clem, at mclem@arlingtonva.us, Fax Number (703)228-3409.

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

General contractual questions regarding this solicitation shall be submitted to the Michael Clem, Procurement Officer, at mclem@arlingtonva.us, Fax Number (703)228-3409.

PROPOSAL FORM SUBMISSION

One proposal with a proposal form containing an original longhand signature and three (3) additional copies, which may include a photocopy of the signed proposal form (4 copies total), shall be submitted in hand in a sealed envelope to the Office of the Purchasing Agent no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the offeror, proposal submission date, time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Purchasing Office. Proposals received in the Office of the Purchasing Agent after the time and date specified in the solicitation will not be opened or considered. Proposals not submitted in the number of copies requested are subject to immediate rejection. Facsimile transmissions of proposals will not be accepted.

Failure to submit a proposal with a fully completed Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. Proposals and all documents related to this solicitation submitted to the County by an Offeror or a prospective Offeror shall, upon receipt by the County, become the property of the County.

INCOMPLETE DOCUMENTS

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

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

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

REGISTRATION OF PROFESSIONAL SERVICE PROVIDERS

A person, corporation, partnership or other entity offering or engaging in the practice of the professions of architecture, professional engineering, land surveying, or certified landscape architecture, or any combination thereof shall not offer to provide or provide such services to the County unless they are registered with the Commonwealth of Virginia State Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board) in accordance with the Code of Virginia, Sections 54.1-411 (business entities) or 13.1-549 (professional corporations), or unless they are exempt from registration because of their status as a sole proprietorship as defined in the statute. Submission of a signed offer shall be certification that the offeror has the required registration or is exempt from the requirement. Proof of registration or exemption shall be provided to the County within twenty-four hours of demand. For further information on the requirement for registration, contact the Board at the Virginia Department of Commerce, 3600 West Broad Street, Richmond, Virginia 23230, telephone number (804) 367-8500.

EXPENSES INCURRED IN PREPARING PROPOSAL

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

OFFEROR INVESTIGATIONS

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

QUALIFICATION OF OFFERORS

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

TWO-STEP EVALUATION

Evaluation of responses shall be a two step process. The first step consists of scoring the responses of all offerors to create a short list of those deemed most qualified to perform the work. Two or more of the highest scoring offerors will be included in the short list. The scores for the first step are solely to identify those who will proceed to the second step.

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

DEBARMENT STATUS

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

ARLINGTON COUNTY BUSINESS LICENSES

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

PROPOSAL WITHDRAWAL

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

ALTERNATE INSURANCE COVERAGE

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

PARKING

At most County locations, parking for the Contractor's vehicles is not provided by the County. The Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the sites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. You may purchase the ParkSmart card at Arlington County Commuter Services Commuter Stores, the Arlington County Treasurer's Office, or online at www.commuterdirect.com. For more information on the use of this payment device, visit www.parkarlington.com or call (703)228-7433.

TRADE SECRETS OR PROPRIETARY INFORMATION

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

other materials to be protected and state the reasons why protection is necessary.

PROPOSAL STANDARDS

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

- All copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one proposal received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

COMPETITIVE NEGOTIATION FOR GOODS AND SERVICES

OTHER THAN PROFESSIONAL SERVICES

This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Goods and Services" as defined in the Arlington County Purchasing Resolution. Under this procedure, the content of the proposals, and the identity of the offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

EXCEPTIONS

To assist in resolving exceptions to the solicitation prior to bid opening, the County has established the following procedure for addressing possible bidder exceptions to this solicitation.

Identification of Exceptions:

Bidders shall submit to the County any exceptions that they intend to take to the solicitation before the time and date set for bid opening. Substantive exceptions to the solicitation submitted with the bid may result in automatic rejection of the bid.

Submission of Exceptions:

Each exception must be described on a separate page, indicating the specifics of the proposed exception. Attach to the exception page any technical information, photographs, brochures or other documentation supporting the proposed exception. All pages of the submission shall be marked with the name of the bidder and sent to the Office of the Purchasing Agent to arrive no later than the close of business, twenty calendar days prior to the scheduled bid opening. The exceptions and all attachments shall be submitted in duplicate. Facsimile messages will be accepted (followed by mailed originals and attachments) at 703-228-3409.

County Review of Exceptions:

Approved exceptions shall be published in the form of an amendment to the solicitation which shall be issued on or about the tenth day prior to the date set for the opening of bids and mailed to all bidders requesting the original solicitation from the County. Bidders whose exceptions have not been approved will be so advised on or about the date the amendment, if any, is issued.

UNNECESSARILY ELABORATE RESPONSES

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

GENERAL TERMS AND CONDITIONS

COUNTY EMPLOYEES

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, 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.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

INDEMNIFICATION

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

COUNTY PURCHASE ORDER REQUIREMENT

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

FAILURE TO DELIVER

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

ETHICS IN PUBLIC CONTRACTING

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

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of

the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

ASSIGNMENT

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

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS

In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

ANTITRUST

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

RELATION TO COUNTY

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

DELIVERY

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

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

ARBITRATION

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

PATENTS AND ROYALTIES

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

COPYRIGHT

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

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

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

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required

insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

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

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

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

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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

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

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

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the

insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

CONDITIONS OF THE RIDER CLAUSE

Awardees 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 as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

1. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
2. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
3. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.
4. Arlington County 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.
5. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
6. 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 CGL 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.
7. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 458-06**

P R O P O S A L F O R M

PROPOSALS WILL BE OPENED AT 2:30 P.M., JANUARY 4, 2006

FOR PROVIDING AN AUTOMATED/MULTI-CHEMISTRY DISCRETE ANALYZER 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](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 FOUR COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE A PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND THREE. ADDITIONAL COPIES, WHICH MAY INCLUDE A PHOTOCOPY OF THE SIGNED PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM SHALL BE FIRST PAGE OF THE ORIGINAL PROPOSAL.

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

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

E-MAIL ADDRESS: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

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

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

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

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

THIS PROPOSAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE OFFEROR, OR THE PROPOSAL WILL BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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

Solicitation # 458-06
Metropolitan Washington Council of Governments
Rider Clause

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:

YES NO JURISDICTION

____ Alexandria, Virginia
____ Alexandria Public Schools
____ Alexandria Sanitation Authority
____ Arlington County, Virginia
____ Arlington County Public Schools
____ Bladensburg, Maryland
____ Bowie, Maryland
____ Charles County Public Schools
____ College Park, Maryland
____ Culpeper County, Virginia
____ District of Columbia
____ District of Columbia Courts
____ District of Columbia Public Schools
____ District of Columbia Water & Sewer Auth.
____ Fairfax, Virginia
____ Fairfax County, Virginia
____ Fairfax County Water Authority
____ Falls Church, Virginia
____ Fauquier County Schools & Government, Virginia
____ Frederick, Maryland
____ Frederick County, Maryland
____ Gaithersburg, Maryland
____ Greenbelt, Maryland
____ Herndon, Virginia
____ Leesburg, Virginia
____ Loudoun County, Virginia
____ Loudoun County Public Schools

YES NO JURISDICTION

____ Loudoun County Sanitation Authority
____ Manassas, Virginia
____ City of Manassas Public Schools
____ Manassas Park, Virginia
____ Maryland-National Capital Park & Planning Comm.
____ Metropolitan Washington Airports Authority
____ Metropolitan Washington Council of Governments
____ Montgomery College
____ Montgomery County, Maryland
____ Montgomery County Public Schools
____ OmniRide
____ Prince George's County, Maryland
____ Prince George's Public Schools
____ Prince William County, Virginia
____ Prince William County Public Schools
____ Prince William County Service Authority
____ Rockville, Maryland
____ Spotsylvania County Schools
____ Stafford County, Virginia
____ Takoma Park, Maryland
____ Upper Occoquan Sewage Authority
____ Vienna, Virginia
____ Virginia Railway Express
____ Washington Metropolitan Area Transit Authority
____ Washington Suburban Sanitary Commission
____ Winchester, Virginia
____ Winchester Public Schools

Vendor Name: _____
Revised 12/5/06