

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

REQUEST FOR PROPOSALS NUMBER 87-09

Sealed proposals will be received in hand in the Office of the Arlington County Purchasing Agent, in Suite 500, 2100 Clarendon Boulevard, Arlington, VA 22201, until 3:00 p.m. on the 11<sup>th</sup> day of February, 2009 for:

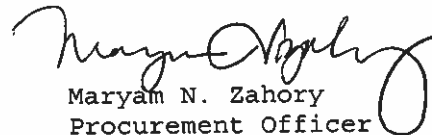
PROVISION OF GENERAL CONSULTATION SERVICES FOR THE PLANNING, DESIGN, CONSTRUCTION AND RELOCATION OF DRY UTILITY SYTEMS SUCH AS TELECOMMUNICATIONS, ELECTRIC, AND GAS FACILITIES IN ARLINGTON COUNTY ON AS NECESSARY BASIS FOR UP TO A THREE-YEAR PERIOD.

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

  
Maryam N. Zahory  
Procurement Officer  
mzahory@arlingtonva.us

## INTRODUCTION

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

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

### SCOPE OF SERVICES

Arlington County is seeking a consultant to assist in the relocation and/or undergrounding of existing telecommunications, electric, and gas facilities. Desired services include: design, construction management, administration, serving as the County's agent and representative in negotiations and coordination with the utility companies, and general consultation with the County surrounding the appropriate planning, design, and construction of these utility systems.

The required services will vary based upon the needs of each specific project assignment. The County provides no guarantee of the amount of work to be assigned to the selected firms. Individual project assignments shall not exceed \$250,000.

The County expects to identify multiple projects which will be affected by existing or proposed utility conflicts or needs. Such projects may be capital infrastructure (streetscape, water, sewer, stormwater, etc.) projects conceived of and designed by the County, may be private development proposals within the County, or may be partnerships with other agencies or jurisdictions (VDOT, Fairfax County, etc.).

Recent scenarios are described below:

- Rehabilitation of an existing residential street including new curb, gutter, and sidewalk conflicts with an existing utility pole at a corner. The utility pole supports Dominion Virginia Power, Verizon, and Comcast facilities. The pole also carries wire running across two axes (i.e. a "cross" intersection). The County requires a consultant to develop a design for relocation of the pole and to obtain concurrence for the design from all three affected utility companies. Other design considerations would include internal County agencies (e.g. Transportation) as well as Neighborhood representatives.
- The County Board wishes to underground all existing overhead utilities along a stretch of 4-lane arterial roadway owned and maintained by VDOT. The existing corridor includes numerous utility poles supporting DVP, Verizon, and Comcast, as well as numerous cobra streetlights with individual ownership varying between DVP and the County. The County requires a consultant to plan the necessary utility loads/configuration for all utilities along the corridor, obtain utility company concurrence for the planning, design the facilities and obtain utility company concurrence for the utility systems, coordinate the obtainment of necessary easements for the respective utility companies, design a streetlight system to be owned and maintained by the County, obtain the necessary VDOT and County permits for the construction, prepare bid documents, and administer the construction contract.
- A stormsewer project currently under construction has run across an existing 2" Washington Gas line in an unanticipated location. The gas main conflicts with the proposed 30" storm sewer pipe. The County requires a consultant to develop a design for the relocation of the conflicting gas main, obtain

concurrence from Washington Gas, and coordinate the relocation with the utility company or their designated contractor.

Because availability of Contractor staff and time to complete work for specific projects is critical, this contract is not exclusive and the County may contract for services from several firms.

#### PROJECT WORK ASSIGNMENTS

Any of the following and other criteria may be used by Arlington County at its' sole discretion when issuing individual or multiple tasks to any of the firms selected.

1. The ability to meet specific Arlington County schedule requirements as determined by the Project Manager
2. The availability of the firm's staff
3. Responsiveness to Project Manager requests

Typically, the County's Project Manager may provide to the Contractor a scope of work, which will typically include a set of design plans for an infrastructure project and a description of the known utility conflicts or issues.

Alternatively, the Project Manager may describe a proposed utility undergrounding project and provide a schematic drawing of the project extents.

For each project, upon the County's request, each Contractor shall prepare a not-to-exceed proposal for approval by the County. The County will assign the particular project work to a particular Contractor under this contract as indicated above. No work shall be performed by the Contractor for any project until the proposal has been approved by the Project Officer, and the Contractor has received a valid County Purchase Order covering each individual project.

The proposal for each project shall include, at a minimum, a total price estimate showing a detailed breakdown based on the unit prices negotiated. Each proposal shall be divided into Tasks, with a total price for each Task (with the exception of those Tasks to be paid by direct cost-reimbursement, if any, as negotiated with the County, supported by a detailed labor hour estimate by staff category and the appropriate hourly billing rates assigned to that category in the contract.) The Tasks to be included will vary depending on the nature of the specific project, but may include any or all of the following:

1. Scope of Work - includes preparation of a preliminary plan as well as a project description and a preliminary cost estimate. Topographic and boundary survey information will be provided by the County.
2. Preparation of 50% construction plans (Submission for Review Required) - all new work must be shown in plan and profile but structure and facility elevations need not be computed precisely. No construction details are needed for the 50% submission. A

preliminary construction cost estimate may be requested at this stage.

3. Final construction plans with a final construction cost estimate - includes obtaining plan approval from the Project Manager and appropriate agencies and/or utilities such as the Virginia Department of Transportation (VDOT), Dominion Virginia Power (DVP), Verizon, Comcast, Washington Gas & Light (WGL), as well as signature approval from several departments and divisions within Arlington County. This Task may also include specifications, test hole submission, which if required will be paid for on a direct cost-reimbursement basis, based on the rates set forth in Exhibit B.
4. Preparation of Easement or Fee Simple Plats - necessary land record research, preparation of right-of-way acquisition plats sealed by a licensed surveyor, includes obtaining plat signature approval from the County's Department of Environmental Services (DES).
5. Right-of-Way Acquisition Services - preparation of standard County and/or utility master deed, securing signatures from the land owner and mortgage holder, recording of deed, and notification to the DPW Real Estate Manager.
6. Assistance during Construction - includes participation in pre-construction meetings, cut sheets, material source approval, shop drawing approval, site visits during construction and consultation on field problems. This Task shall be billed on an as-needed, direct cost-reimbursement basis, based on the rates set forth in Exhibit B, and shall not be included in the not-to-exceed project cost.
7. Management of County Construction Projects - Includes the conduct of preconstruction meetings, receipt & processing of shop drawings, inspecting field work, conducting or arranging for field tests, receiving test reports, making daily reports, preparing & processing of payment estimates, resolving construction problems, processing change orders, processing contractor's claims, conducting progress meetings, and performing project closeout.
8. Preparation of as-built plans.

### PROPOSAL REQUIREMENTS

Offerors shall respond to each of the areas outlined below in the order presented. The submission shall be limited to the responses requested. No fee proposals shall be presented at this time.

Arlington encourages offerors to be concise and to eliminate extraneous information from the proposals. The submission of additional information not identified below is discouraged, will not be considered in the County's evaluation and could adversely affect consideration of the response. The responses requested below will provide the County with enough data to identify the finalists for the work.

1. Provide information regarding the methods used to elicit responsiveness from the four specified primary utility providers. Demonstrate how the offeror can ensure that the County's projects and concerns would be efficiently advanced.
2. An SF330 for the company (include any proposed sub-consultants) focusing on utility relocation or utility undergrounding work. Experience with the specified four primary utility providers may be favored. Please provide detail on no more than 10 relevant projects.
3. Information which illustrates extensive knowledge of the requirements, standards, policies, and construction requirements of the four (4) primary utility providers in Arlington County. The four primary utility providers are:
  - Dominion Virginia Power (DVP)
  - Verizon
  - Comcast
  - Washington Gas & Light (WGL)
4. Description of the design software used. Design documents should be compatible with the County's CADD software - Autodesk Civil3D 2008.
5. Identification of any exceptions to the County's GENERAL TERMS AND CONDITIONS, including any proposed revision(s), and an explanation of why any such revision is needed.

### EVALUATION CRITERIA

In addition to any evaluation criteria listed elsewhere in this solicitation, the following criteria will be used in evaluating proposals received in response to this solicitation:

1. 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;
2. Experience and history of the offeror in the particular disciplines covered by the solicitation;
3. Qualifications and experience of assigned staff members;
4. Evidence of achieving timely utility relocations of DVP, Verizon, Comcast, and WGL facilities.
5. Evidence of generating cost savings through alternative designs from utility proposals.
6. Evidence of effective methods to interact with utility companies to represent and promote clients' interests with the utility companies.
7. Ability to work seamlessly with Arlington County team. Considerations include proximity of primary office location to Arlington County, understanding of County environment, and understanding of County policies.
8. Compatibility with the County's CADD software, Autodesk Civil3D 2008.
9. Succinctness of the Offeror's proposal.
10. Exceptions to the County's General Terms and Conditions.

## 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.

### CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

This is a Contract with a Contract Term of three (3) years. The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, 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 MARCH of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

### 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.

#### 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 therefore 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.

#### REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. 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. 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 in this Contract.

#### 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.

#### ACCESS TO COUNTY BUILDINGS BY THOSE WITH PHYSICAL DISABILITIES

All improvements or construction of County buildings and facilities shall be designed in compliance with the most current edition of the

Virginia Uniform Statewide Building Code (VUSBC). The cover sheet of all plans developed shall clearly indicate this requirement and shall indicate the applicable edition of the VUSBC utilized by the designer.

#### REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract 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 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.

## INSTRUCTIONS TO OFFERORS

### ADDITIONAL INFORMATION

Technical questions relating to this solicitation shall be submitted in writing to Michael Collins at [mcollins@arlingtonva.us](mailto:mcollins@arlingtonva.us), Fax Number (703) 228-3606. A copy of any questions submitted must be forwarded to the Procurement Officer, Maryam Zahory at [mzahory@arlingtonva.us](mailto:mzahory@arlingtonva.us), Fax Number (703) 228-3408.

**NO QUESTIONS, EITHER TECHNICAL OR CONTRACTUAL, WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE DEADLINE FOR RECEIPT OF PROPOSALS.**

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

General contractual questions regarding this solicitation shall be submitted to the Procurement Officer, Maryam Zahory at [mzahory@arlingtonva.us](mailto:mzahory@arlingtonva.us), in the Office of the Purchasing Agent, Fax Number (703) 228-3409.

### PROPOSAL FORM SUBMISSION

One proposal with a proposal form containing an original longhand signature and four (4) additional copies, which may include a photocopy of the signed proposal form (5 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](http://www.commuterdirect.com). For more information on the use of this payment device, visit [www.parkarlington.com](http://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 PROFESSIONAL SERVICES

This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Professional Services" as defined in the Arlington County Purchasing Resolution.

#### 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 negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor 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.

#### HIPAA COMPLIANCE

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

#### 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 contractual disputes, administrative appeals, and protests are available upon request from the Office of the Purchasing Agent.

#### ARBITRATION

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

#### PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or

materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

#### CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

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

#### COPYRIGHT

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

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

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part

of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

#### PROHIBITION AGAINST ASBESTOS CONTAINING MATERIALS

No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all costs of such goods, equipment, supplies or materials installed.

If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the Contractor to the County under this Contract.

#### 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.

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

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

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

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

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

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

**ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 87-09**

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

**PROPOSALS WILL BE OPENED AT 3:00 P.M., FEBRUARY 11, 2009**

**FOR PROVIDING ENGINEERING 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 FOUR (4) COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE A PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND FIVE (5) ADDITIONAL COPIES, WHICH MAY INCLUDE A PHOTOCOPY OF THE SIGNED PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM SHALL BE FIRST PAGE OF THE ORIGINAL PROPOSAL.
2. INDICATE THE NAME AND TELEPHONE NUMBER OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): \_\_\_\_\_ TEL: \_\_\_\_\_

**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.

NAME (PRINTED): \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

---

---

---

---

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

---

---

---

---

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

CERTIFICATION OF NON-COLLUSION:

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

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

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME AND TITLE** \_\_\_\_\_

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