

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

INVITATION TO BID NO. 21-DTS-ITB-414

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:00 P.M. ON THE 6TH DAY OF NOVEMBER 2020.

FOR THE PROVISION OF WIRELESS NETWORK CONNECTIVITY DEVICES TO BE USED BY ARLINGTON COUNTY TO SUPPORT DISTANCE LEARNING

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

The County will conduct a virtual bid opening via Microsoft Teams Application (APP). Bidders interested in viewing the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the virtual bid opening is provided below:

[Join Microsoft Teams Meeting](#)
+1 347-973-6905 United States, New York City (Toll)
Conference ID: 127 735 69#

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA BEFORE SUBMITTING A BID (REFER TO THE "AUTHORITY TO TRANSACT BUSINESS" SECTION IN THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any, and all bids, cancel this solicitation and waive any informalities or irregularities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Sy Gezachew,
Procurement Officer
sgezachew@arlingtonva.us

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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **ITB No. 21-DTS-ITB-414**. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY OCTOBER 30, 2020 AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Bidders' bids. Bidders rejected for this reason will also be rejected if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a Bidder submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred from submitting bids to the County or to any other state or political subdivision and whether the Bidder is an agent of any person or entity that is currently debarred from submitting bids to the County or to any other state or political subdivision. An affirmative response may be grounds for rejection of the bid.

5. AUTHORITY TO TRANSACT BUSINESS

Any Bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a Bidder to provide such documentation will be a ground for rejection

of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

6. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail mailto: business@arlingtonva.us.

7. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to buy the estimated quantity, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than estimated, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

The items covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods covered by the resulting contract.

8. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bid

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by an Bidder become the property of the County upon receipt.

9. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission (SCC), if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission. Entry of a Bidder’s SCC number may be required at Vendor Registration.

10. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

11. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

12. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid but will not be considered by Arlington County when evaluating bid prices or when making an award.

13. NEW MATERIAL

Unless otherwise provided for in this solicitation, all goods, materials, supplies, or components offered to the County under this bid solicitation must be new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If a bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in the County's interest, the bidder shall notify the County Purchasing Agent in writing no later than fifteen (15) calendar days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to the County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components.

14. BIDDERS' RESPONSIBILITY TO INVESTIGATE

Before submitting a bid, each Bidder must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Bidder will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Bidder from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Bidder.

15. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy or error in the solicitation documents.

16. QUALIFICATION OF BIDDERS

The Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

17. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive.

18. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional

omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

20. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning multiple awardees are provided in the specifications contained in this solicitation.

The lowest bidder will be determined by the bidder who provides the highest percentage discount per manufacturer from the list price for itemized products in Attachment A – Product List; and a complete portfolio of items from the manufacturer.

21. INFORMALITIES

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation that do not affect the price, quality, quantity, or delivery schedule. If insufficient information is submitted for Arlington County to properly evaluate a quote or a Bidder the County may request such additional information after quote opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

22. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the Procurement Officer during the question and answer period of the ITB to allow consideration and the posting of an addendum. If the County permits alternate coverage, an addendum to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

23. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

24. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

25. RIDER CLAUSE

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Notification and Reporting

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

D. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

26. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

27. ELECTRONIC SIGNATURE

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II. SPECIFICATIONS

Introduction

Arlington County is seeking bids for the provision of wireless network connectivity devices to be used to support distance learning. The scope includes the purchase of wireless components with associated antennas, equipment management platform systems, and additional warranty options beyond the standard manufacturer warranty as listed in Attachment A – Pricing Sheet. No substitute bid shall be submitted for the listed models. This project is timely and requires the Contractor to act quickly to meet the County's needs for Arlington Public School's students.

Catalog Discount

The Contractor's quotes shall reflect the Contractor's fixed discount percentage off the manufacturer's catalog list price for all products that the County purchases under the resultant Contract.

Delivery

The Contractor must deliver the products no later than 5:00 P.M. on November 30th, 2020, to the following address: Arlington County, Department of Technology Services, First Floor, 2020 14th Street N., Suite 103, Arlington, VA 22201.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 21-DTS-ITB-414

THIS AGREEMENT is made, on _____, between Contractor's name, Contractor's address ("Contractor") a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, the bid of the successful Bidder (hereinafter "Contractor"), and Arlington County (hereinafter "County") Invitation to Bid No. 21-DTS-ITB-414.

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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents (the "Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is to provide wireless network connectivity devices to be used to support distance learning. It will be the Contractor's responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on _____, 20____. All work defined in Attachment A, must be completed no later than _____, 20____ OR ____ calendar days following the commencement date. No work will be deemed complete until it is accepted by the County's Project Officer.

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 21-DTS-ITB-414 at the prices provided in the bid of the Contractor.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work or goods that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 to the subcontractor that remain unpaid after seven 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 subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, 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 this section 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.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods covered by this Contract. The items covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through those contract(s).

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

13. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to, and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

16. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

17. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

21. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

22. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

- 1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to

cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

23. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

25. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

26. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

27. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; 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 procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

28. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

30. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

31. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

34. ASSIGNMENT

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

35. AMENDMENTS

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

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County

Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION. ECTION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

48. ARLINGTON COUNTY BUSINESS LICENSES

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

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

51. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
INVITATION TO BID NO. 21-DTS-ITB-414

B I D F O R M

ELECTRONIC BIDS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 2:00 P.M., NOVEMBER 6, 2020.

FOR PROVIDING WIRELESS NETWORK CONNECTIVITY DEVICES TO BE USED TO SUPPORT DISTANCE LEARNING PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

**E-MAIL
ADDRESS:**

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED
ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

**IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?**

YES

NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:**

Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

COMPLETE THE PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A TO ITB NO. 21-DTS-ITB-414 AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

THE BIDDER SHALL INCLUDE THE FOLLOWING WITH THEIR BID:

1. MANUFACTURER'S LIST PRICE WITH DATE. IF DATE IS NOT PROVIDED ON THE LIST, IT WILL BE SUBJECT TO REJECTION.
2. BIDDERS SHALL ONLY BID ON THE PRODUCT OFFERED BY THE MANUFACTURERS LISTED ON THE BID FORM. THE DISCOUNT PERCENTAGE SHALL APPLY TO EVERY ITEM REQUESTED BY THE COUNTY UNDER THE RESULTANT CONTRACT.
3. BIDDERS MUST PROVIDE A SINGLE DISCOUNT PERCENTAGE APPLICABLE TO ALL LISTED PRODUCTS AND COMPLETE PORTFOLIO OF ITEMS FROM MANUFACTURER. THE DISCOUNT RATE WILL REMAIN FIRM THROUGHOUT THE CONTRACT TERM.

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

BIDDER NAME: _____

BID FORM, PAGE 4 OF 6

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

REFERENCES

Bidders should provide up to three references for similar goods that have been provided by the Bidder within the past two years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

REFERENCE 2: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

REFERENCE 3: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

BIDDER NAME: _____

BID FORM, PAGE 6 OF 6

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

LIMITS (FIGURES DENOTE MINIMUMS)

- 1. Workers' Compensation Statutory limits of Virginia
- 2. Employer's Liability.....\$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- 3. Commercial General Liability.....\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 4. Premises/Operations.....\$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 5. Automobile Liability.....\$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles..... \$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate).....\$1 Million CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 11. Personal and Advertising Injury Liability.....\$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella\Excess Liability\$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate
- 14. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability\$2 Million per occurrence/claim
 - c. Medical Malpractice.....\$1 Million per occurrence/claim
 - d. Medical Professional Liability\$1 Million per occurrence/claim
- 15. Miscellaneous E&O/ Professional Liability\$1 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability.....\$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability.....\$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance..... \$ _____
- 21. Moving and Rigging Floater..... Endorsement to CGL
- 22. Dishonesty Bond.....\$ _____
- 23. Builder's Risk.....Provide Coverage in the full amount of contract
- 24. XCU Coverage Endorsement to CGL
- 25. USL&H..... Federal Statutory Limits
- 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million per occurrence/\$6 Million Aggregate
 - a In addition to environmental impairment liability, if work requires clean up, remediation, and/or removal of bio-solids, bio-hazard waste, and any hazardous or toxic material via transportation request:
 - Business Auto Liability.....\$2 Million per occurrence with MCS-90 and CA 9948 (or equivalent endorsements specifically referenced in the certificate of insurance
- 31. Cyber insurance.....\$2 Million per occurrence/Aggregate
- 32. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: _____

AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDERNAME: _____ AUTH. SIGNATURE: _____

**ATTACHMENT A
PRICING SHEET**

In addition to the products listed below, the County reserves the right to purchase other wireless connectivity equipment by these manufacturers.

Estimated Quantity	DESCRIPTION	P/N	Discount %
	Manufacturer: Redline Communications		
5	RDL6000 Ellipse 4G HP eNodeB B48 3550-3700MHz CBRS 1588 48VDC RJ45 RF-2xN(f) GPS-TNC(f) DC-C4 MNT, Mobility CBRS, 3GPP Compliant	6K-ELL-B48-HPRF-DC-01	
5	Antenna GPS Kit - 3978D GPS Ant TNC(f) Coax LMR195 2xTNC(m) 20ft(6m) Pole Mount Hardware	3K-GPS-ANT	
5	Cable Assembly DC Power 300ft(91m) Shielded Outdoor WB 14AWG DC 1xC4-to-2xBW	CBL-PWR-WB-C4-DC-300-01	
5	Surge Arrestor Ethernet GigE PoE-Compatible Outdoor Pole Wall Mount Industrial 2xRJ45 Jacks HAZ Z2	LP-POE-ALPUM-GBE-01	
5	Surge Arrestor DC 48V Outdoor Pole or Wall Mount Industrial 4x Terminal Blocks	LP-DC-48V-01	
5	Power Supply AC-DC - 48VDC O/P 5A 240W 100-240VAC I/P DIN Mount Screw-Terminals	PS-ACDC-48V-240W-01	
5	Mounting Kit - Pole 1.0-5in(25-125mm) Surge Arrestor LP-POE-ALPU-01 & LP-DC-48V-01	MK-LP-ALPU-01	
3	Antenna Sectoral 3.3-4.01GHz 14dBi 90-deg dual-V&H 2xN(f) DT-MNT LTE CBRS	AFS-DBG-334090-LTE-G1	
3	FlexAccess CBSD Cat B BS Annual Fee Federated Wireless for SAS access. US CBRS deployments only	SERV-FEDSAS-BSB-1YR-F1	
2	Server Appliance: Up to 2K users or 5K CV devices - Purchased apps installed. Budgetary price only	CBL-COAX-6ft-01	
2	Antenna 120 Deg. 3.3-3.8GHz 10dBi dual-V&H 2xN(f) DT-MNT LTE CBRS	SRVR-FLX-2000-USERS-G1	
100	Connect 4G USIM Card Customer SIM profile setup	FLX - EPC-PER-UE-100-F1	
2	FlexCore EPC Core 100 Clients Software Perpetual License	FLX - EPC-PER-UE-100-F1	
5	RedCare Software & Support Protection Plan - ENB (RDL-6000) - 60 Months - Per radio	RC-ENB-SW -60	
5	RedCare Hardware Protection Plan - ENB (RDL-6000) - 48 months - Per radio	RC-ENB-EW -48	
4	Pro Services: Install and configure EPC application - price per day - Call for quote	SERV-EPC-INSTALL	
1	Pro Services: On-Site Services - Deploy Assistance	SERV-OSES-1D-DAC	
1	Pro Services: Factory project Engineering Management	SERV-PM	

	Percent Discount from List Price for all Listed Equipment and complete portfolio of items from Manufacturer		%
	Manufacturer: Cradlepoint		
1-100	Cradlepoint E300 Router for CBRS Band 48	BFA1-0300C4D-NN	
	Percent Discount from List Price for all Listed Equipment and complete portfolio of items from Manufacturer		%
	Manufacturer: EION Wireless		
1-100	Mobilink ML4400D LTE Indoor CBRS CPE	ML-4400D-L	
	Percent Discount from List Price for all Listed Equipment and complete portfolio of items from Manufacturer		%
	Manufacturer: MultiTech		
1-100	Private LTE CBRS OnGo Cat 6 USB Dongle	MTCM2-L6G1-B03-KIT	
	Percent Discount from List Price for all Listed Equipment and complete portfolio of items from Manufacturer		%
	Manufacturer: BEC Technologies		
1-100	GigaConnect® 6500 Series BEC 6500AEL R21 4G/LTE Multi-Service CBRS Router	6500AEL R21	
	Percent Discount from List Price for all Listed Equipment and complete portfolio of items from Manufacturer		%