



Request for Proposal (RFP)# 17-12
for

Architect and Engineering Services for engineering, geological, water testing, landfill gas testing and consulting required to meet environmental regulations for the County's Closed Landfill located adjacent to Authority Drive, Christiansburg, VA. and the County's closed landfill at 2366 Den Hill Road, Christiansburg, VA.

Issue Date: July 28, 2016

Proposal Due Date and Hour: August 25, 2016 3:00 p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

TABLE OF CONTENTS

Request For Proposal Number 17-12

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<u>Section #</u>	<u>Description</u>	<u>Page Number</u>
I	Applicability of the A/E Manual.....	1
II	Purpose.....	1
III	Background.....	1
IV	Right to issue RFP's and Project orders.....	2
V	Statement of Need	2
VI	Special Qualifications.....	3
VII	Proposal Preparation and Submission Requirements.....	3
VIII	Evaluation and Award of Contract	5
IX	Contract Administration.....	6
X	Payment Procedures.....	6
XI	Contract Period.....	6

ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Standard Contract

COUNTY OF MONTGOMERY, VIRGINIA

RFP # 17-12

ISSUE DATE: JULY 28, 2016

Architect and Engineering Services for engineering, geological, water testing, landfill gas testing and consulting required to meet environmental regulations for the County's Closed Landfill located adjacent to Authority Drive, Christiansburg, VA and the County's closed landfill at 2366 Den Hill Road, Christiansburg, VA

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Sealed Proposals will be received until **August 25, 2016**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY
RFP# 17-12

Architect and Engineering Services for engineering, geological, water testing, landfill gas testing and consulting required to meet environmental regulations for the County's Closed Landfill, Permit No. 177, located adjacent to Authority Drive, Christiansburg, VA and the County's closed landfill, Permit No. 38, located at 2366 Den Hill Road, Christiansburg, VA

I. APPLICABILITY OF THE A/E MANUAL

The Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers (A/E Manual) shall apply to the contract awarded pursuant to this RFP and is incorporated by reference herein in its entirety.

Offeror's attention is directed to Chapter 2, Definitions, for the definitions of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the materials referenced in this RFP and mean the public body issuing this solicitation for services and with whom the successful A/E Offeror will enter into an agreement.

Offeror's attention is also directed to Chapter 3, General Terms and Conditions for Professional Service Contracts.

II. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Architect and Engineering Services for engineering, geological, water testing, landfill gas testing and consulting required to meet environmental regulations for the County's Closed Landfill located adjacent to Authority Drive, Christiansburg, VA. Landfill is referred to locally as Montgomery County's Mid County Landfill SWP 177.

III. BACKGROUND:

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2015 population of 98,121. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 63,661

The County operated the Mid-County Landfill, Permit 177, as a municipal waste landfill during the 1970s and 1980 with the landfill being closed sometime before 1988. Around 1999 landfill gas was detected in a building on an adjacent property. In December, 1999 the County entered into an Agreement and Consent Order with the Waste Management Board to address the migration of the landfill gas. An active air injection pilot system was tested in 2002 and a permanent system completed in 2004. This system is currently running and quarterly testing for landfill gas on adjoining property is on-going.

The Agreement and Consent Order were amended in 2002 and Assessment groundwater monitoring was required by Appendix A of the amended Consent Order. In July 2004, solid waste constituents were observed in the groundwater at concentrations greater than groundwater protection standards (GPS). A variance to VSWMR was requested by the County on May 14, 2003 to allow for Alternate Concentration Limits (ACLs) to be used as GPS for certain target analytes. The variance request was approved by VDEQ on January 23, 2004. A variance petition requesting an update of GPS based on VDEQ ACLs was approved for the facility in correspondence from the VDEQ dated May 7, 2007. Subsequently GPS for the facility have been revised with each DEQ revision to the ACLs. The most recent DEQ revision to the ACLs applicable

to the 2015 monitoring events is dated December 2014 and effective February 15, 2015.

During a June 1, 2015 meeting with VDEQ, the NES and ACM were separated and only the NES submitted. In addition, the County agreed to submit a Work Plan under separate cover outlining additional IM measures/pilot study discussed during the June 1, 2015 meeting and the VDEQ agreed to review the original Consent Order and consider revisions. The final NES was submitted to VDEQ on July 23, 2015 and is currently pending VDEQ review and approval. On September 21, 2015, the County submitted the Work Plan outlining additional IM measures/pilot study to address solid waste constituent impact to groundwater in the southern portion of the landfill, as discussed during the June 1, 2015 meeting with VDEQ. Based on the site conditions at the landfill and the nature of the groundwater impacts, *In-Situ* chemical oxidation (ISCO) was selected for pilot testing. The pilot study proposed injecting sodium permanganate into the subsurface at monitoring well MW-2 over a period of approximately five weeks, followed by a post-injection monitoring period of approximately 12 weeks. The pilot study is currently being implemented at the landfill.

The Montgomery County Thompson Closed Landfill is owned and was operated by Montgomery County, Virginia under VDEQ Permit Number 38. The landfill was previously operated for the disposal of selected wastes including industrial and debris waste from 1986 to 1993 and was closed with a controlled soil cap in 1995. Three other waste disposal cells are located onsite that were closed prior to 1988 and are not regulated through the Permit. The closed landfill is situated on approximately 174 acres. Groundwater is monitored under a Corrective Action Program, initially implemented February 1, 2010.

The facility has implemented the Corrective Action Plan (CAP) and Monitoring Program (CAMP) following issuance of the final Corrective Action Permit on February 1, 2010. Vinyl Chloride, cis-1,2-dichloroethene, 1,1-Dichloroethane, 1,1-dichloroethene, and trichloroethene are the constituents of concern in the CAP. The Corrective Action Monitoring Program currently involves Monitored Natural Attenuation (MNA) and semiannual monitoring of the compliance network, sentinel well, and performance wells. Additional nature and extent activities were performed in 2012-2014 which included the installation of new monitoring wells, a pilot study for enhanced bioremediation through bio-augmentation, and a geophysical investigation. These activities are described in the updated Assessment of Corrective Measures/ Nature and Extent Study. The current constituents of concern

An Assessment of Corrective Measures/ Nature and Extent Study Report (ACM/ NES) was submitted to the Virginia of Environmental Quality (VDEQ) on November 7, 2014 to address additional contamination in the deeper aquifer near an old drum disposal cell. Upon completion of the review of the 2014 Nature and Extent Study and Assessment of Corrective Measures by VDEQ, the Corrective Action Plan will need to be prepared within 180 days.

A Variance Petition for the requirement in 9VAC 20-81-250.E.2.b for a facility to submit groundwater monitoring reports to the VDEQ on a semi-annual basis was submitted to the VDEQ on April 25, 2013. On July 8, 2013, a letter from the VDEQ approved the suspension of the requirement for semiannual groundwater monitoring reports while the facility is addressing GWPS exceedance issues.

IV. RIGHT TO ISSUE RFPs AND PROJECT ORDERS:

The County reserves the right, at its sole discretion, to issue RFPs for similar work and other projects as the need may occur. The County also reserves the right, at its sole discretion, to issue project orders to other Architect/Engineering firms based on its evaluation of each A/Es qualifications, expertise, capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project. The County also reserves the right, at its sole discretion, to issue project orders to the selected firm or firms for Architectural and/or Engineering beyond the scope to expand the renovation activities for either project should the County require such services in the future.

V. STATEMENT OF NEED:

The selected A/E firm(s) shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for the completion of the following services:

Mid County Landfill

1. Groundwater Monitoring Program
 - a. Total number of monitoring wells – 19
 - i. Compliance Wells – 5
 - ii. Additional Wells – 14

- b. Total number of samples per well per year – 28
 - i. Compliance Wells – 10
 - ii. Additional Wells - 18
 - c. Semiannual and annual reporting
2. Groundwater Other Regulatory Compliance
 - a. Evaluate Interim Measures
 - b. Prepare Corrective Action Plan (CAP) and Corrective Action Monitoring Plan (CAMP)
 - c. Implement CAP and CAMP when approved.
 - d. Other Regulatory compliance activities as needed including preparation of requisite letters, notifications, reports and other documentation; Interactions and Coordination with DEQ.
 3. Gas Monitoring and remediation program
 - a. Quarterly monitoring 4 events per year
 4. Monitoring and other well installation, testing, and certification.
 5. Other landfill consulting and engineering to remain in compliance with Consent Order with the DEQ.

Thompson Landfill

1. Groundwater monitoring program
 - a. Semiannual Assessment and Performance Groundwater Monitoring
 - Total number of monitoring wells: 17
 - Total number of piezometer wells: 10
 - Total number of samples per well per year: 15 wells = 2 samples/yr; 2 wells = 1 sample/yr
 - c. Notification of GWPS exceedances and Table 3.1 Column B detections
 - d. Annual reporting (Facility has a variance approval to not submit first semiannual reports)
2. Corrective Action Monitoring Program
 - a. Prepare and submit revised Corrective Action Plan including the design of full scale bio-augmentation at the facility within 180 days of the 2014 NES/ACM acceptance by VDEQ and implement action items.
 - b. Corrective Action Monitoring Plan (CAMP) Reporting Requirements
 - i. GWPS Exceedance Notifications
 - ii. Corrective Action Status Evaluation (CASE) Report Submission – Next Case Report due in 2020
 - iii. Off-site Impact Notifications
3. Other landfill consulting and engineering to remain in compliance with the Corrective Action Plan.

VI. SPECIAL QUALIFICATIONS: Offerors should demonstrate an expertise in the following areas:

1. Strong knowledge of the Virginia Solid Waste Management Regulations (VSWMR) and the VDEQ agency.
2. Expertise with low flow sampling of groundwater wells.
3. Expertise in landfill gas remediation.
4. Expertise in groundwater contamination remediation.
5. Expertise in geology.
6. Expertise with bio-augmentation, in-situ chemical oxidation, and other corrective action remedial technologies.
7. Ability to economically maintain landfill compliance.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
Montgomery County Purchasing Department

755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 17-12**

RFP Due date/Opening date and hour: **August 25, 2016, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manger will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal in tabs as noted below:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Expertise and experience of the firm relative to the scope of services contained in this RFP. This section

should include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.

3. Financial responsibility of the firm. The firm shall agree to carry professional liability insurance in an amount not less than 5% of the estimated cost of the total contracts that may be awarded, but in no event shall the amount of professional and liability insurance is less than \$5,000,000. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between the County and the firm.
4. Geographic location of the firm relative to the County's location. The firm should include a street address of the office proposed to handle the work.
5. Number and type of projects within the past five years completed relating to the project as outlined in the scope of services.
6. Number, type, and value of current projects to include point of contact and telephone number for each project.
7. Past cost performance, scheduling performance, and general performance on past projects, to include all public projects in the past (3) years directly related to addressing the scope of service required for the RFP. This information should include the contact name and number for each project.
8. Identification and statement of qualifications of the principal engineers and project team members who will be assigned to the project(s) for actual "hands on" work, as well as the principal assigned the project(s) for oversight responsibilities.
9. Identification and statement of qualifications of all additional associated engineers, if any, to be used on the project(s) along with a description of their role(s) on the project team.
10. Size of the firm relative to the size of the project(s).
11. Current workload and ability to complete project(s) in the required time.
12. Site Visits: As requested by the County, the Offeror will arrange site visits to similar sites the firm has completed.

VIII. EVALUATION AND AWARD OF CONTRACT:

A. AWARD OF CONTRACT: The County shall engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors are encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternate concepts. Proprietary information from competing offerors (including any data on estimated man hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by §2.2-4342.F., *Code of Virginia*, as amended. At the conclusion of the informal interview, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall rank, in the order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a fee considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations

conducted with the offeror ranked second, and so on, until such a contract can be negotiated a fair and reasonable fee. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Expertise, experience, and qualifications of the firm’s personnel in providing services as related to the Scope of Services and with respect to Closed Landfills.	40
2. Geographical location of the firm relative to the project location. Current and projected work loads and ability to complete the work in a timely manner.	10
3. Special experience and qualifications of the firm and proposed consultants as related to the Scope of Service in gas remediation, groundwater contamination remediation and working with the the Department of Environmental Quality	30
4. Engineer’s overall suitability to provide the services for this project within the time, budget, and operational constraints that may be present, and the comments and/or recommendations for the architect’s previous clients, references and others.	10
5. Financial responsibility of the firm as evidenced by the A/E carrying Professional Liability Insurance.	10

IX. CONTRACT ADMINISTRATION:

Doug Burton, Director of Engineering and Regulatory Compliance or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

X. PAYMENT PROCEDURES: The County will authorize payment to the Contractor after receipt of Contractor’s correct invoice for services rendered. Invoices shall be sent to:

Montgomery County General Services
 Attn: Tabatha Dulaney
 755 Roanoke Street, Suite 1C
 Christiansburg, VA 24073-3172

XI. CONTRACT PERIOD: The term of this contract shall be one year from the date of award or as negotiated. There will be an option for four (4) one-year renewals or as negotiated.

ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountyva.gov/filestorage/16277/16344/16633/16661/RFP_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.
4. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
5. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
6. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
7. **COMMONWEALTH OF VIRGINIA CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL FOR ARCHITECT/ENGINEERS (A/E Manual):** This solicitation is subject to the provisions of the Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.
8. **INSURANCE:**
 1. Prior to the start of any work under the contract, the Architect/Engineer shall provide to the County Certificate of Insurance Forms approved by the County and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

Workers' Compensation--Standard Virginia Workers Compensation Policy

Broad Form Comprehensive General Liability --\$5,000,000 Combined Single Limit coverage to include:

Premises--Operations; Products/Completed Operations; Contractual; Independent Contractors; County and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);

Automobile Liability-\$500,000 Combined Single Limit
 2. Professional Liability Coverage (errors and omissions), \$5,000,000 minimum
9. **OWNERSHIP OF MATERIALS:** Ownership of all materials and documentation originated and prepared pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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 protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 201__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: _____ By:

Title: _____ Title: