



Loudoun County, Virginia

INVITATION FOR BID

ELEVATOR MAINTENANCE AND REPAIR SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., August 3, 2017 "Atomic Time"

IFB NUMBER: RFQ 538

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on Monday, July 17, 2017 at 1:30 p.m. in the Main Conference Room of the Division of Procurement located at One Harrison Street, SE, 4th Floor, Leesburg, Virginia 20177-7500 for clarification of any questions on the specifications.

Requests for information related to this Invitation for Bid should be directed to:

Beth A. Cioni
Contracting Officer
(703) 771-5534
(703) 771-5097 (Fax)
E-mail address: Beth.Cioni@loudoun.gov

This document can be downloaded from our web site: www.loudoun.gov/procurement.

Issue Date: July 6, 2017

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY
IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS
DIVISION AS SOON AS POSSIBLE

INVITATION FOR BID

ELEVATOR MAINTENANCE AND REPAIR SERVICES

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Prepared By: Beth A. Cioni Date: 07/06/2017
Beth A. Cioni
Contracting Officer

ELEVATOR MAINTENANCE AND REPAIR SERVICES

1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified Contractor to service and maintain thirty-two (32) elevators, eight (8) wheelchair lifts, and three (3) dumbwaiters. The elevators are located within County owned and operated facilities throughout Loudoun County, Virginia.

2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

4.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation shall be cause for bid to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 4.1 Bidder shall demonstrate that they are an established firm whose sole and primary business includes the provision of professional elevator and maintenance and repair services to commercial (business/institutional) accounts, and has been continuously engaged in the specified services as the same legal entity for a minimum of three (3) consecutive years.
- 4.2 Bidder shall have a business/service location located within a sixty (60) mile radius of Leesburg, Virginia.
- 4.3 Bidder shall complete and submit **ATTACHMENT #1: BIDDER QUESTIONNAIRE** with their bid.
- 4.4 Bidder shall have a satisfactory record of performance. Bidder shall provide, using **ATTACHMENT #2: REFERENCES**, three (3) comparable references of work performed within the past two (2) years, preferably for other public sector facilities. These references shall be for commercial work performed on comparable facilities with similar requirements.

Project experience shall be verifiable. Negative references, in the opinion of the County, may be cause for disqualification of Bidder.

References shall include the company name, contact name, contact title, address, email address, phone number, project completion date, contract amount, and description of services performed. Bidder hereby releases listed references from

all claims and liability for damages that may result from the information provided by the reference.

5.0 SCOPE OF SERVICES

5.1 General

- A. Contractor shall have sufficient resources to commence work on August 1, 2017.
- B. Contractor shall furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts for all elevator units listed in **ATTACHMENT #3: PRICING SCHEDULE** (hereinafter "Equipment").
- C. Contractor shall offer services for all manufacturers' equipment to keep Equipment in safe, fully operational condition. Such maintenance services shall include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program.
- D. Contractor shall perform all work in accordance with the manufacturer's recommendations, the current ASME A17.1 Safety Code for Elevators and Escalators, service manuals, design specifications, as well as any applicable federal, Commonwealth, and County laws or ordinances.

5.2 Workforce Requirements

- A. Contractor shall employ and have available an adequate number of qualified personnel capable of performing the scope of work as specified herein. The following minimum qualifications shall apply to any and all labor provided under the Contract.

1. Technician

The technician on duty must have no less than five (5) years of experience servicing elevators and equipment of the same makes and models listed in **Attachment #3: Pricing Schedule**. Assigned technicians must have completed the National Association of Elevator Contractors Certified Elevator Technician (CET) Program and completed at least ten (10) hours of continuing education each year as approved by the National Association of Elevator Contractors or shall have passed the testing, and received education through the National Elevator Industry Education Program.

2. Apprentice

Any apprentice with less than three (3) years of experience and who has not completed a minimum of two (2) courses through the National Elevator Industry Education Program must be directly supervised by a Certified Elevator Technician at all times. All apprentices must be currently enrolled in education programs through the National Elevator Industry Education Program and have completed the safety training course. It shall be required that any apprentice work shall be under the close and continuous supervision of a qualified supervisor.

3. Supervisor

Supervisor must have at least ten (10) years of experience servicing elevators and equipment of the same make and model listed in **Attachment #3: Pricing Schedule**. Assigned supervisor must be a Certified Elevator Technician Supervisor as approved by the National Elevator Industry Education Program.

- B. Contractor shall provide workers who are fully trained to the skill level necessary to complete the job in a satisfactory manner. Should the County determine that a worker is not competent to complete a job, the County may either insist on a substitute worker with appropriate skills or cancel the purchase order without penalty to the County. Substitutions shall be done at no additional cost to the County. The County is the sole judge of worker competence.
- C. Contractor personnel working at County facilities shall:
 - 1. Wear clean work clothes with either a prominently displayed identification badge or company identification affixed to their clothing.
 - 2. Carry identification confirming that they are bona fide employees of the Contractor and not subcontractors, unless otherwise approved by the County.
- D. Contractor personnel performing services under this Contract shall be employees of the Contractor. Use of subcontractors without written consent of the County may be cause for termination of the Contract.
- E. Contractor fleet vehicles must prominently display company identification.

5.3 Preventative Maintenance Program

- A. Contractor shall furnish all supplies, materials, labor, tools, equipment, supervision and any other expenses necessary to provide inspection, maintenance, adjustment, and repair for the Equipment.
- B. Contractor shall regularly and systematically examine, adjust, lubricate, as required and, if conditions warrant, repair or replace the following at no additional charge. Cost shall be included in monthly cost.
 - 1. Elevator pumps
 - 2. Motors
 - 3. Plungers
 - 4. Plunger packings
 - 5. V-belts
 - 6. Strainers
 - 7. Valves
 - 8. Regulators
 - 9. Controllers, including relays
 - 10. Contacts
 - 11. Timers
 - 12. Coils
 - 13. Magnet frames/phase monitors
 - 14. Control wiring

- C. Contractor shall repair and/or replace travelling cable when necessary; replace car guide shoes, guides, and/or rollers when necessary to ensure proper operation, and keep the guide rails properly lubricated, when applicable.
- D. Contractor shall keep the elevator pit free of debris and clean up any hydraulic fluid spills.
- E. Contractor shall have the ability to program and/or reprogram the elevators as needed.
- F. Contractor shall examine, lubricated, adjust, repair and/or replace the following accessory equipment at no additional charge. Cost shall be included in monthly cost.
 - 1. Door operator
 - 2. Car and hoistway door hangers and tracks
 - 3. Car door contacts
 - 4. Door protective devices
 - 5. All door guides
 - 6. Car and corridor operating stations
 - 7. Car fan
 - 8. Alarm bell
 - 9. Buffers
- G. Contractor shall provide the County with an itemized list of all work performed on Equipment following any work performed.
- H. Pricing for inspection and maintenance shall include all labor and parts except those caused due to the County's negligence, County's misuse, vandalism, power surges, acts of God, changes in design and/or construction mandated by changes in law, code or obsolescence of equipment. Contractor shall notify the County in advance of such needed repairs and shall provide a written cost estimate of the cost prior to the commencement of work.
- I. Contractor shall provide the County with a condition survey of each piece of Equipment annually.
- J. Contractor assumes full responsibility for all parts of the Equipment without allowance for accumulated wear.

5.4 Inspection Services

All inspections shall be made in accordance with the Virginia Uniform Statewide Building Code and the latest revised edition of the "American National Standard Safety Code for Elevator, Dumbwaiters, Escalators and Moving Sidewalks" (present edition A17.1-1990) hereinafter referred to as "A17.1 Code", as adopted by the Virginia Uniform Statewide Building Code. The Contractor shall provide a service mechanic to assist the County's Chief Mechanical Inspector with these inspections.

Inspection services must be included in the Bidder's monthly cost bid.

- A. Contractor shall coordinate all code required inspections of all Equipment with the County representative.

- B. Contractor shall acquire and maintain, at no additional cost to the County, all service and technical manuals, diagnostic equipment, tools, and test equipment needed to perform the required maintenance on all Equipment.
- C. Inspection Frequency
All elevators shall be inspected at the intervals specified in the Virginia Uniform Statewide Building Code or as near thereto as possible.
- D. Qualifications of Inspectors
1. Inspections shall be made by elevator inspectors, elevator engineers or by mechanical, electrical, or safety engineers with equivalent qualifications and experience acceptable to the building official.
 2. Inspectors certified by the National Association of Elevator Safety Authorities or having sufficient government inspection experience to qualify for Class "A" membership in NAESA will be considered qualified.
- E. Inspection Reports
1. After each monthly inspection of Equipment, Contractor shall complete an Elevator Inspection Report. The report should contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance. One (1) copy of the inspection report shall be left on-site and one (1) copy shall be forwarded to:

Loudoun County, Virginia
Department of General Services
Attn: Greg Bowers
801 Sycolin Road, S.E., Suite 300
Leesburg, VA 20175
 2. Contractor shall provide the County Contract Administrator with completed inspection reports of the Equipment within ten (10) calendar days of the completed monthly inspection.
 3. In the event the Contractor finds any condition affecting the immediate safety of the passengers or elevator equipment, the Contractor shall immediately alert the Facilities Support Division Manager or his/her designated representative(s). Within twenty-four (24) hours, the Contractor shall submit a written report clearly listing the defects found and the action recommended; and shall submit such report to the Facilities Support Division Manager and/or his/her designated representative(s).
 4. All inspection forms and/or checklists, elevator certificates, elevator data cards, and applications to install elevator equipment shall be provided by the County for the Contractor's use to fulfill the requirement as specified in this document.
 5. Contractor shall sign the inspection certificate posted in the car and indicate the date of inspection. In the event a certificate is not posted in a car, Contractor shall notify the Facilities Support Division Manager and request a duplicate copy. If no suitable frame is provided in the car, Contractor shall advise the Facilities Support Division Manager to provide one, and list the deficiency on the inspection report form.

5.5 Other Work

- A. Contractor shall repair County Equipment, as necessary, due to user abuse, vandalism, or cause beyond the Contractor's control (weather, act of war, etc.). This work shall be compensated on a time and material basis, apart from the established preventative maintenance, inspection, and repair work.
- B. Contractor shall refinish or replace car enclosures, exhaust fans, elevator phones, car door panels, hoistway door panels, hoistway enclosures, frames and sills, car flooring and covering, main line power switches, breakers, and feeders to the disconnect switch. These services shall be compensated on a time and materials basis.
- C. Time and Materials Basis
 - 1. Labor: Hourly labor rates quoted shall include all fringe benefits, profit, overhead, and general and administrative costs. The time basis for labor charges will include only those hours actually at the job site, not port to portal or meal time.

Bidders are required to submit, on Attachment #3: Pricing Schedule, under Part B – Other Work, all-inclusive hourly labor rates to perform work under this Contract. The labor rates shall be given for each of the different labor classes that are listed on the Pricing Schedule.

- 2. Parts and Materials: Parts and materials shall be invoiced at cost plus a fixed mark-up of 15%. The 15% mark-up will not apply to any taxes paid or freight charges incurred. Contractor shall be reimbursed for their documented costs by the County as invoiced from the supplier, plus a fixed mark-up of 15%. Contractor must submit, to the County, itemized invoices from the supplier or receipts for materials drawn from the Contractor's stock showing the costs of the parts and materials used. Contractor shall indicate on the invoice(s) at which location each item was used.
 - 3. Subcontractors may be utilized for Other Work. Subcontractor costs are to be billed as a lump sum not to exceed the amount submitted on the estimate. Contractor shall submit a general description of the work to be performed including, but not limited to, number of hours and material and equipment cost performed by the approved subcontractor. Contractor will be permitted to add an amount not to exceed 5% of the total subcontractor costs to their invoice, excluding sales tax and freight charges. Contractor agrees that this amount shall represent the total allowable overhead for subcontractor costs. Contractor further agrees that the County is not liable or responsible for any costs or charges incurred by the Contractor in excess of the original estimate. The subcontractor shall be considered an agent of the Contractor, who shall be held fully accountable for all of the subcontractor's services, labor and materials relative to the Contractor. Nothing contained in this document shall create any contractual relationship between the County and any subcontractor. If a change to scope of project occurs, the Contractor's subcontracting price may increase or decrease based on the required changes. If such changes occur, a revised estimate must be submitted and approved by the County Project Manager.

5.6 Scheduling of Work

- A. Contractor shall perform work under this Contract during normal working hours, Monday through Friday 6:00 a.m. 5:00 p.m. local County time, unless otherwise ordered by the County.
- B. Contractor, at is option, and with the consent of the Facilities Support Division Manager and/or his/her designated representative, may work other than regular working hours at no additional cost to the County.

5.7 Response Time

- A. Contractor shall respond within one (1) hour by phone, and be on-site within four (4) hours upon receipt of a service call.

5.8 Scheduling

- A. All maintenance shall be scheduled through the County's Department of General Services' Facilities Support Division Manager or his/her designated representative(s):
 - 1. Greg Bowers at (571) 233-1901, or
 - 2. Shino Kurian at (571) 528-1854

5.9 Productive Hours

- A. Man-hours billed under this Contract shall be for only productive work hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor-owned or rented equipment is not chargeable directly but is overhead and the cost shall be included in the fixed hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary tools of the trade.

5.10 Point of Contact

- A. Contractor shall provide the County with a twenty-four (24) hour a day, seven (7) day a week point of contact, to include name and phone number(s), who will be able to meet the requirements in 5.7.A.

6.0 TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Terms and Conditions. **These Terms and Conditions are not negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of the Department of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from August 1, 2017 through July 31, 2018, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods.

Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

6.3 Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

6.4 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.5 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.7 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.8 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations: aggregate	\$2,000,000
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
 3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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- D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

- c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
- 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.9 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.10 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

6.12 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.13 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.14 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.15 Drug-Free Workplace

Every Contract over \$10,000 shall include the following provisions:

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

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

6.16 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.18 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.19 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.20 Workmanship and Inspection

A. All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

B. The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times.

6.21 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

6.22 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.23 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order (PO). The Contractor shall not accept credit card orders or payments.

Upon delivery and acceptance of the service, the Contractor shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
PO Box 7100
Leesburg, VA 20177-7100

Billing of the annual fixed fee to provide preventative maintenance, inspection, and repair services for the Equipment shall be billed monthly.

Billing of "Other Work" shall be billed immediately upon completion and acceptance of work. Contractor shall submit itemized invoices from the supplier or receipts for materials drawn from the Contractor's stock showing any costs of the parts and materials used. Contractor shall indicate on the invoice(s) at which location each item was used.

All invoices shall be itemized and reference the PO number issued.

Upon receipt of invoice and final inspection and acceptance of the service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.24 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- 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 subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.25 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns

6.26 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.27 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.28 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.29 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.30 Notices

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

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Beth A. Cioni
United States Postal Service
PO Box 7000
Leesburg, VA 20177
Physical Address
1 Harrison St., SE, 4th Floor
Leesburg, VA 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.31 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.32 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.33 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.34 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor **MUST** remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.35 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.36 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.37 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected

party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.38 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.39 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on August 3, 2017. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in

the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.

- G. Bids may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.
- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the bid opening date *or by 5:00 p.m. July 24, 2017*. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

7.4 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract. Inspections will be discussed/permitted during the pre-bid conference. To arrange for a site visit, please contact Greg Bowers at (571) 233-1901.

7.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.6 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.7 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

7.8 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.9 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

7.10 Correction or Withdrawal of Bids and Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.11 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be

at no additional expense to the County nor shall it result in an extension of time without the County's approval.

7.12 Use of Brand Names

Unless otherwise provided in this IFB, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

7.13 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of bid as non-responsible. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.14 Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.15 Delivery

Time is of the essence. Bid must show number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery of materials shall be made during normal working hours only, 9:00 am to 5:00 pm, unless prior approval for an alternate delivery has been obtained from the County.

7.16 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.17 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.18 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.19 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.20 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

7.21 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

7.22 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.23 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.24 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

7.25 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

7.26 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.27 Proof of Authority to Transact Business in Virginia

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.28 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

7.29 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

7.30 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.31 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

7.32 Legal Action

No vendor or potential vendor shall institute any legal action until all statutory requirements have been met.



Loudoun County, Virginia

Division of Procurement
 One Harrison Street, 4th Floor, MSC #41C
 Leesburg, Virginia 20175

**8.0 BID SUBMISSION FORM
 ELEVATOR MAINTENANCE AND REPAIR SERVICES**

The Firm of: _____

Address _____

FEIN _____

NOTICE TO BIDDERS: The following required services shall be provided according to the terms and conditions contained herein.

BID:

- Using Attachment #3: Pricing Schedule,
 - a. Indicate the annual price to provide Preventative Maintenance, Inspection, and Repair Services for the Equipment listed in accordance with the specifications herein in Part A. Bidder must provide pricing for all line items to be eligible for award.
 - b. Indicate the hourly rate for each level of technician/operator below to provide Other Work repair and installation services in accordance with the specifications herein. Calculate the extended cost for each level of technician/operator, and the Part B – Total Cost. Calculate Extended Cost (Estimated Labor Hours x Hourly Labor Rate) and the Part B – Total Cost (a+b+c).
 - c. Calculate and indicate the total bid price (Part A – Total Cost + Part B – Total Cost).

TOTAL BID FROM ATTACHMENT #3: \$ _____

CHECKLIST:

A. Return the following with your bid. If bidder fails to provide the following items with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM:	INCLUDED: (✓)
1. W-9 Form (section 7.30):	_____
2. Certificate of Insurance (section 7.31):	_____
3. Addenda, if any (Informality):	_____

BID SUBMISSION FORM continues on next page→

8.0 BID SUBMISSION FORM – cont'd
ELEVATOR MAINTENANCE AND REPAIR SERVICES

B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (7.2).

ITEM:	INCLUDED: (✓)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other: _____
3. Bidder Questionnaire (Section 4.3/ATTACHMENT #1)	_____
4. References (Section 4.4/ATTACHMENT #2)	_____
5. Pricing Schedule (ATTACHMENT #3)	_____
6. Proof of Authority to Transact Business in Virginia Form (Section 7.27):	_____

Person to contact regarding this bid: _____

Title: _____ Email: _____

Phone: _____ Fax: _____

Name of person authorized to bind the Firm (7.9): _____

Title of person authorized to bind the Firm: _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

ATTACHMENT #1: BIDDER QUESTIONNAIRE

INSTRUCTIONS

- A. All questions shall be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. *If additional space is needed, additional pages may be attached and shall be clearly labeled.*
- B. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the County is relying on the truth and accuracy of the responses contained herein.

1. Provide complete legal name of Contractor and the name of the legal entities that comprise of Contractor.

2. Address of facility for which personnel/equipment shall be dispatched under this contract:

Address: _____

City, State, Zip: _____

3. Contractor's Normal Business Hour Service Contact Name: _____

Telephone number & email: _____

4. Contractor's 24/7 Emergency Service Contact Name(s) & Telephone Numbers:

5. How long has your firm been in business as an elevator services contractor? Provide a brief history of the entity.

6. Will you subcontract under this contract? If yes, please explain; and include a list of all subcontractors.

BID QUESTIONNAIRE continues on next page→

ATTACHMENT #1: BIDDER QUESTIONNAIRE – cont'd

7. Has your firm ever failed to perform satisfactorily or defaulted on contracts awarded to you? If yes, please explain.

8. Does your firm have the adequate organization, technical expertise, equipment, facilities, supervisory capability, qualified personnel, and technical tools of the trade to ensure competent, prompt, and efficient service on a County-wide basis in support of this Contract as described herein?

Yes No If no, list exceptions and provide explanation with Bid submittal.

9. Is your business office staffed during regular business hours? Yes No

State your firm's regular business hours: _____

10. Does your firm currently possess all customary service trade equipment as necessary to perform services under this Contract? Yes No

11. Current number of staff available to provide services under this Contract: _____

Attach resumes and proof of certification (section 5.2).

12. Confirm that you have read the Insurance requirement (section 6.8) and that your firm will be able to submit the certificate of insurance, waiver of subrogation, and endorsement documents as specified. Yes

By submission of Bid, Bidder certifies that all assigned personnel meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable federal, state, and local laws, ordinances, and regulations

ATTACHMENT #2: REFERENCES

- A. Bidder shall have a satisfactory record of performance. Bidder shall provide, using **ATTACHMENT #2: REFERENCES**, three (3) comparable references of work performed within the past two (2) years, preferably for other public sector facilities. These references shall be for commercial work performed on comparable facilities with similar requirements.

Project experience shall be verifiable. Negative references, in the opinion of the County, may be cause for disqualification of Bidder.

References shall include the company name, contact name, contact title, address, email address, phone number, project completion date, contract amount, and description of services performed. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

Should additional space be required, the bidder shall use a separate sheet of paper.

1. Company name: _____
Address: _____
Contact name: _____ Contact title: _____
Phone number: _____ Email address: _____
Date last project completed: _____ Contract amount: \$ _____
Description of services performed: _____

2. Company name: _____
Address: _____
Contact name: _____ Contact title: _____
Phone number: _____ Email address: _____
Date last project completed: _____ Contract amount: \$ _____
Description of services performed: _____

3. Company name: _____
Address: _____
Contact name: _____ Contact title: _____
Phone number: _____ Email address: _____
Date last project completed: _____ Contract amount: \$ _____
Description of services performed: _____

ATTACHMENT #3: PRICING SCHEDULE

INSTRUCTIONS

A. PREVENTATIVE MAINTENANCE, INSPECTION, AND REPAIR SERVICES

Indicate your firm's **annual** price to provide Preventative Maintenance, Inspection, and Repair Services for the Equipment located at the facilities listed below in accordance with the specifications herein. Bidder must provide pricing for all line items to be eligible for award.

Location	Manufacturer	Quantity	Unit Cost	Extended Cost
Bluemont Community - Handicap Lift 33846 Snickersville Turnpike Bluemont, VA	Spectra	1	\$	\$
Bluemont Community Center 33846 Snickersville Turnpike Bluemont, VA	Eastern	1	\$	\$
Brambleton Public Safety Center 23675 Belmont Ridge Road Ashburn, VA	Kone	1	\$	\$
Carver Senior Center 200 E. Willie Palmer Way Purcellville, VA	Hogan	1	\$	\$
Cascade Group Home 47124 Kentwell Place Sterling, VA	Destiny	1	\$	\$
Central Kitchen 42020 Loudoun Center Place Leesburg, VA	National	1	\$	\$
Claude Moore Recreation Center 46105 Loudoun Park Lane Sterling, VA	Thyssen Krupp	1	\$	\$
Computer Services 41975 Loudoun Center Place Leesburg, VA	Dover-Hydraulic	1	\$	\$

ATTACHMENT #3: PRICING SCHEDULE

Location	Manufacturer	Quantity	Unit Cost	Extended Cost
Courts Complex 18 East Market Street Leesburg, VA	Minnesota	6	\$	\$
Courts Complex - Dumbwaiters 18 East Market Street Leesburg, VA	Ambassador	2	\$	\$
Franklin Park 36411 Blue Ridge View Lane Purcellville, VA 20132	HCC National Wheelovator Lift	1	\$	\$
General Services/Fire Rescue 801 Sycolin Road Leesburg, VA	Thyssen Krupp	2	\$	\$
Government Center 1 Harrison Street, SE Leesburg, VA	Schindler-Haughton	5	\$	\$
Gum Spring Library 24600 Millstream Drive Aldie/Stone Ridge, VA	Schindler	1	\$	\$
Gum Spring Library 24600 Millstream Drive Aldie/Stone Ridge, VA	Thyssen Krupp	1	\$	\$
Leesburg Senior Center – Dumbwaiter 102 North Street NW Leesburg, VA	Inclinators	1	\$	\$
Leesburg Senior Center 102 North Street NW Leesburg, VA	Elevator Technologies	1	\$	\$
Loudoun Valley Community Center 320 West School Street Purcellville, VA	BEDCO	2	\$	\$

ATTACHMENT #3: PRICING SCHEDULE

Location	Manufacturer	Quantity	Unit Cost	Extended Cost
Lucketts Community Center 42361 Lucketts Road Leesburg/Lucketts, VA	Handicap Lift/National Wheel-O-Vator	2	\$	\$
Potomac Terrace Group Home 46486 Primula Court Sterling, VA	Destiny	1	\$	\$
Purcellville Library 220 Main Street Purcellville, VA	OTIS	1	\$	\$
Shenandoah Office Building 102 Heritage Way, NE Leesburg, VA	Virginia Controls	2	\$	\$
Sheriff's Office 803 Sycolin Road Leesburg, VA	Thyssen Krupp	3	\$	\$
Transitional Housing 16520 Meadowview Court Leesburg, VA	Thyssen Krupp	1	\$	\$
Valley Bank Building 20 East Market Street Leesburg, VA	Delaware 2500	1	\$	\$
Voter Registration 750 Miller Drive Leesburg, VA	MagneTek Century	1	\$	\$
PART A – TOTAL COST				

ATTACHMENT #3: PRICING SCHEDULE

B. OTHER WORK

Indicate the hourly rate for each level of technician/operator below to provide Other Work repair and installation services in accordance with the specifications herein. Calculate the extended cost for each level of technician/operator, and the Part B – Total Cost.

(A) LEVEL OF TECHNICIAN/OPERATOR	(B) ESTIMATED ANNUAL LABOR HOURS	(C) HOURLY RATE	EXTENDED COST <i>(Calculate B x C)</i>
a. Technician	200	\$	a. \$
b. Apprentice	100	\$	b. \$
c. Supervisor	100	\$	c. \$
PART B – TOTAL COST (a+b+c)			

TOTAL BID (PART A – TOTAL COST + PART B – TOTAL COST): \$ _____



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Procurement

Division of Procurement

1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 538

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Bid Net	<input type="checkbox"/> NIGP
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID
<input type="checkbox"/> Loudoun Times Mirror	<input type="checkbox"/> Other:

SERVICE RESPONSE CARD

RFQ 538

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff? Yes

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS: _____

Thank you for your response!
We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
 - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - 2.3 Contract obligations rest solely with the participating entities only;
 - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>