



Loudoun County, Virginia

REQUEST FOR PROPOSAL

VENDING SERVICES (RE-ISSUE)

ACCEPTANCE DATE: Prior to 4:00 p.m., February 26, 2020 "Atomic" Time

RFP NUMBER: RFQ 188782

ACCEPTANCE
PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

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

Issue Date: January 28, 2020

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 .

REQUEST FOR PROPOSAL

VENDING SERVICES

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Prepared By: /s/Katrice A. Walker Date: January 28, 2020
Contracting Officer

VENDING SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain vending services for various County of Loudoun, Virginia (County) agencies and locations. It is the County's intent to provide a wide selection of vending services at low cost to employees for such items as: sodas, snacks, candy bars, coffee, and juices. The County intends to award a two (2) year contract with up to five (5) additional one (1) year renewal options.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror'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 RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The County currently has vending services throughout County facilities. See Attachment #1 for the listing of the locations and types of vending services provided.

The number and type of machines is approximate and may vary with population shifts, additional office space, etc. The majority of these machines are also available for public use as well. Some machines may produce more revenue than others. The County anticipates having a similar array of machines to those currently at each location.

The purpose of the resulting contract will be to provide convenient, cost effective vending services to County staff and visitors. Therefore, in order to keep costs low, the County does not require any sort of commission as a result of the sales. The Contractor's Revenue Report for 2018 reflects sales of \$108,997.00.

In Fiscal Year 2019, the County surveyed employees to gain a better understanding of their desires for food and snack options in the vending machines. Responses were received from 833 employees – approximately 20 percent of the County's workforce -- with a total of 61 locations represented. Overall, survey participants expressed a desire for "healthier" options in the vending machines. Survey participants were asked to choose items they would "likely purchase" from a list of 30 potential offerings. The top ten (10) selected items can generally be described as "healthy."

1. Protein bars
2. Trail mix
3. Crackers and hummus
4. Granola bars
5. 100-calorie snack packs
6. Fresh Fruit
7. Pretzels
8. Yogurt
9. Baked chips
10. Popcorn

Survey participants were asked to select drinks they would “likely purchase” from a list of 14 choices. The top five (5) most selected choices generally include lower sugar options:

1. Water
2. Cold brew coffee
3. Sparkling water
4. Natural fruit juices
5. Unsweetened tea

General comments included the request for more variety in the beverage machines, providing hot coffee, and providing a separate machine for drinks so that food items will not be chilled with the drinks.

Overall general comments provided by survey participants:

In correlation to the ranking of importance, 69% of the comments provided were related to price and reliability, and healthy options. The price and reliability comments were focused equally on allowing credit card payments, making sure machines are working properly, and are stocked regularly. The healthy options comments were widely mixed. Many stated the desire for balance in having both traditional vending machine items with additional healthy options.

Conclusion:

The survey participants expressed a desire for healthier options in the vending machines. The key takeaways are the following:

1. Provide protein rich items - healthy was primarily defined as protein rich.
2. Provide convenient meal replacement items such as prepared foods and bars
3. Provide various types of items to include current selections as well as healthier options
4. Provide variety within types of items such as sodas
5. Maintain and assure freshness regardless of the type of food or drink.
6. Maintain price points similar to current prices
7. Provide a reliable, regularly stocked and serviced machine

Generally, the County is looking for a very flexible vending solution that can be catered to each location's needs.

The County strongly urges Offerors to consider the survey results in formulation of a response to this RFP.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed the requirements contained herein.

4.1 The Contractor shall:

- A. Provide vending machines, products, and service to the County on an as needed basis at no cost to the County. Vending equipment shall be in new or 'like new' condition. All machines shall be the property of the Contractor.
- B. Provide machines that are new or like new in condition and appearance and that comply with all Federal, State, and local regulations and safety codes. Machines shall have minimal display lights and be as energy efficient as possible. Additionally, machines shall be able to dispense change when \$5, \$10, and \$20 bills are used for purchases. Machines shall not be set to force vend. Machines shall refund customers' money even if a selection is not made. Machines shall be able to accept a combination of coins or dollar bills as well as

accept electronic payment methods, such as credit cards, debit cards, Apple Pay, etc.

- C. Maintain and properly service all machines to ensure good working order, cleanliness, and absence of insects and pests.
- D. Provide a visible decal with a telephone number for service, repairs, and refunds. This customer service phone number shall be staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- E. Establish and implement a system for providing timely refunds to individuals in the event of loss. This procedure shall be reviewed and approved by the County Contract Administrator.
- F. Provide a telephone number and email address for a primary and secondary point of contact to the County Contract Administrator for service calls and complaints.
- G. Respond to requests for repair/service within twenty-four (24) hours. An out of service machine shall be brought back into service within five (5) business days of the service request. If a machine is unable to be repaired within that time period or if a machine is out of service more than four (4) times in a two (2) month period, the Contractor shall replace the unit with an equivalent unit.
- H. Establish and implement a route delivery schedule to ensure vending machines are stocked regularly with items within expiration on a regular basis as well as ensure that all machines are clean and in proper working order. Deliveries shall be made during normal business hours, Monday through Friday from 8:30am to 5:00pm, unless otherwise approved by the Contract Administrator.
- I. Routinely inspect the items for freshness and quality and remove all outdated items promptly.
- J. Provide a variety of snacks and beverages to meet the dietary needs and preferences of all patrons. No machine shall be stocked with an overabundance of any one product, unless so requested.
- K. Ability to supply combination vending machines that contain two separate temperature areas that ensure optimal temperature for beverages and snacks. The combination machine shall be able to maintain cold beverages while cookies, chips, candy, and other snack items remain at a normal/room temperature.
- L. Maintain a complete and accurate set of records pertaining to sales

and service throughout the term of the Contract. The Contractor shall provide quarterly revenue and machine inventory reports to the Contract Administrator.

- M. Coordinate the installation of any new machines with the Contract Administrator and the Department of General Services to ensure that the facilities are available for the machines. The Contractor shall not proceed with the installation of any machines without the prior written approval of the Contract Administrator.
- N. Periodically meet with County staff to respond to suggestions from employees or to discuss the program in general.
- O. Respond to any requested modifications of the vending program as the result of surveys conducted with the County employees or general feedback provided by the Contract Administrator.
- P. Obtain approval from the Contract Administrator prior to making any changes to the vending program. Any material change to the Scope of Services shall be authorized through a Contract Amendment.
- Q. Upon the award of this contract, the Contractor shall participate in an onsite Kickoff Meeting hosted by the Contract Administrator to discuss Contract requirements and the transition process.
- R. Work with the existing vending service provider and the Contract Administrator to coordinate the timing of the installation of the new machines.
- S. Actively engage in the transition and communication upon the selection of a new vendor to ensure uninterrupted availability of machines upon termination of this Contract.
- T. Shall provide written notification to the County Contract Administrator regarding the discontinuation or substitution of product. In the event that a manufacturer discontinues product, the County may allow the Contractor to provide a substitute for the discontinued item. Substitution of new products shall not be made without the prior, written authorization of the Contract Administrator.

4.2 County Responsibilities:

The County will:

- A. Promptly report any malfunctioning machines to the Contractor.

- B. Periodically survey County employees regarding their satisfaction with the vending service and provide feedback to the Contractor regarding any areas of the vending program that need to be improved or modified.
- C. Provide electric and water for the machines.

4.3 General Information:

- A. The County reserves the right have machines removed from County facilities. The Contractor shall remove the machines as requested by the County within two (2) weeks of notice.
- B. The County reserves the right to have machines added or moved in County facilities as needed. The Contractor shall add or move machines within two (2) weeks of notice.
- C. Some locations may generate more revenue than others. The County does not guarantee any minimum or maximum amount of revenue at any one location or the overall vending contract. The Contractor may not remove any machine due to low sales unless prior written approval is granted by the Contract Administrator.

5.0 **TERMS AND CONDITIONS**

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and nonnegotiable.**

5.1 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 Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator 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.

5.2 Term

The Contract shall cover the period from February 1, 2020 through January 31, 2022, 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 five (5) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the product pricing. Initial prices and subsequent renewal prices are guaranteed for a minimum of twelve (12) months. Any increases after the initial period should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed five percent 5%. If the parties are not able to arrive at mutually agreeable price increases prior to the effective date of the renewal term, the price for the previous twelve (12) month term shall remain in effect.

5.3 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.

5.4 Material Safety Data Sheets

By law, the County of Loudoun 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.

5.5 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.

5.6 Payment of Taxes

All Contractors located or owning property in Loudoun County 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.

5.7 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
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Coverage B:	\$100,000
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2. General Liability:

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

5.8 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 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 attorneys' 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 Drug-free Workplace *

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

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.

5.15 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

5.16 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.

5.17 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.

5.18 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.

5.19 Workmanship and Inspection

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.

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.

5.20 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.

5.21 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.

5.22 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.

5.23 Termination

Subject to the provisions below, the 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.

5.24 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.

5.25 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.

5.26 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.

5.27 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: Katrice Walker

Via delivery method (a) or (b)

1 Harrison Street, SE, 4th Floor

Leesburg, VA 20175

Or

Via delivery method (c)

P.O. Box 7000

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.

5.28 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.

5.29 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.

5.30 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.

5.31 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 further 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

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

5.32 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.

5.33 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.

5.34 Survival of Terms

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

5.35 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.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 6.1 Selection of machines and products. (20 points)
- 6.2. Cost of items (40 points)
- 6.3 Accessibility and response time for repair, service, and refunds as well as the overall demonstrated ability to meet/exceed the requirements of the County. (20 points)
- 6.4 Experience in providing similar vending services. (10 points)
- 6.5 Compliance with Contract Terms and Conditions. (5 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

7.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

7.1 Selection of machines and products.

- A. Provide a list (and corresponding descriptive literature) of the types of vending machines available. Include the capacity, machine size, and age of the machines. This list shall include snack, cold beverage, hot beverage, and change machines at a minimum.

- B. Provide a list of the manufacturers that supply products to your firm. Provide a breakdown by chips, candy, pastries, sodas, bottled water, and fresh food.
- C. Provide examples of how your machines can offer a variety or combinations of products, such as bottled and canned beverages and/or multiple beverage products (i.e., Coke and Pepsi products in same machine).
- D. Confirm that your firm offers combination vending machines which maintain separate temperature controls for snacks and beverages so that only beverages are cold and snacks are room temperature. In addition, provide your machine's temperature settings for the beverages and snacks.
- E. Describe the payment options available on your firm's machines. Are electronic payments accepted (i.e. credit cards, debit cards, Apple pay, etc.)?
- F. Specifically list the types of healthy and fresh vending options are available.

7.2 Cost of items.

- A. Provide a breakdown of the items to be offered, including the package size and the corresponding price.
- B. Is your firm willing to provide fixed pricing for more than the initial one (1) year period?
- C. For the products listed in 7.2 A above, provide historical pricing for the previous three (3) years.

7.3 Accessibility and response time for repair, service, and refunds as well as the overall demonstrated ability to meet/exceed the requirements of the County.

- A. Does your firm keep a repair log on all machines that require service? If so, please provide a sample log.
- B. Does your firm have a standard replacement schedule based on the frequency of repairs needed on a machine? If so, what is the maximum number of times a machine will be repaired prior to it being replaced?

- C. What is your firm's typical response time to service a machine after receiving notice from your client that a repair is needed?
- D. What is your firm's system for keeping vending machines stocked regularly with items within expiration? Provide a sample route schedule.
- E. What payment methods do your machines accept besides cash?
- E. What is your firm's system for providing timely refunds to patrons? Are you willing to provide the Contract Administrator with a low dollar amount of cash for immediate refunds? If so, what process/procedure would be used for reconciliation?
- F. Provide a proposed transition plan that would be used in the event that your firm is awarded the contract. How would your firm coordinate with the current contractor to ensure that there is not a lapse in service?
- F. Can your firm mix competing brands (for example, Coke and Pepsi, Utz and Lays, etc.) in one machine?
- G. Confirm how your firm will meet each requirement contained in Section 4.0 above?
- H. What value added products or services can your firm provide that exceeds the requirements contained in Section 4.0 above?

7.4 Experience in providing similar vending services.

- A. Provide a brief overview of your company. State the years your firm has been providing vending services.
- B. Has your firm ever had a contract terminated for cause or has your firm ever been debarred?
- B. What is the number of clients your firm currently serves? State the region in which they are located. Also, indicate if the clients are government agencies.
- C. Provide a list of at least three (3) current references for whom similar vending services have been performed. This list shall include company name, person to contact, address, email address, telephone number, length of service, and the number of machines provided. Failure to include references may be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all

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

7.5 Compliance with Contract Terms and Conditions.

- A. State your firm's compliance with the Contract Terms and Conditions as listed in Section 5.0. Specifically list any deviations.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on a separate sheet and consider the machine types currently utilized as identified in Attachment #1. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to the acceptance date and time stated on the cover of this solicitation. An atomic clock is located in the Division of Procurement and can also be verified by visiting <https://time.gov/> and selecting Eastern Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via US Mail to the County of Loudoun, Division of Procurement, P.O. Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to the County

of Loudoun, Division of Procurement, 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).

- H. Each offeror shall submit one (1) original and five (5) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

8.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. 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 RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by 5:00 p.m. February 14, 2020. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

8.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

8.4 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.

8.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror 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 offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

8.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal 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 "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 proposal.

8.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

8.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror 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.

8.10 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors 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 RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

8.11 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

8.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

8.13 Rights of County

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

8.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal 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 proposal was submitted.

8.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

8.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

8.17 Notice of Award

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

8.18 Protest

Offerors may refer to §§ 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, Finance and Procurement.

8.19 Debarment

By submitting a proposal, the offeror is certifying that offeror 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 § 2.2-4321 of the Code of Virginia is available upon request.

8.20 Proof of Authority to Transact Business in Virginia

An 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 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 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>.

8.21 Cooperative Procurement

As authorized in § 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.

8.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. 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>.

8.23 Insurance Coverage

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

8.24 Legal Action

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



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

9.0 PROPOSAL SUBMISSION FORMS VENDING SERVICES (Re-Issue)

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. 106780 for the price as stated in the price proposal.

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

ITEM: INCLUDED: (X)

- | | |
|-----------------------------------|-------|
| 1. W-9 Form: | _____ |
| 2. Certificate of Insurance: | _____ |
| 3. Addenda, if any (Informality): | _____ |

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM: INCLUDED: (X)

- | | |
|---|-----------------------------|
| 1. Addenda, if any: | _____ |
| 2. Payment Terms: | _____ net 30 or _____ Other |
| 3. F.O.B. Destination-Freight Prepaid and Included: | _____ |
| 4. Proof of Authority to Transact Business in Virginia Form (8.21): | _____ |
| 5. References | _____ |
| 6. Responses to Section 7.0 | _____ |

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (8.6): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Procurement

Division of Procurement

P.O. Box 7000, Leesburg, VA 20177

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

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

C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree 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/offeree is not required to be authorized to transact business in Virginia.

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

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 188782

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

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<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"/> Other _____	

SERVICE RESPONSE CARD

RFQ 188782

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? ☐

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>

REFERENCES

Offeror Name: _____

Offeror shall provide references on this form. Use additional sheets as necessary.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Dates of Performance: _____
Number of Vending Machines Provided: _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Dates of Performance: _____
Number of Vending Machines Provided: _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Dates of Performance: _____
Number of Vending Machines Provided: _____

ATTACHMENT #1 – Locations, Items, and Annual Revenue

Location	Address	City	Machine Type	Annual Gross
Animal Shelter	39820 Charles Town Pike	Waterford	1 Combo	\$1,989
Loudoun County School Board Warehouse	1002 Sycolin Road	Leesburg	1 Combo	\$2,938
Special Operations	39 Catoctin Street	Leesburg	1 Bottled Beverage 1 Combo	\$1,722
Juvenile Detention Center	42020 Loudoun Center Place	Leesburg	1 Combo	\$1,996
Fire & Rescue Training Center	16600 Courage Court	Leesburg	1 Bottled Beverage 2 Combos	\$9,914
Shenandoah Building	102 Heritage Way	Leesburg	1 Bottled Beverage	\$12,701
Computer Service Center	41975 Loudoun Center Place	Leesburg	1 Bottled Beverage	\$3,898
Sheriff's Office	880 Harrison Street	Leesburg	1 Bottled Beverage 1 Combo	\$2,764
Day Treatment Center	16480 Meadow View Court	Leesburg	1 Bottled Beverage	\$1,222
PRCS Administration Building	215 Depot Court	Leesburg	1 Bottled Beverage 1 Combo	\$2,275
Work Release Center	880 Harrison Street	Leesburg	1 Bottled Beverage 1 Snack	\$24,779
Commonwealth Attorney's Office	20 E. Market Street	Leesburg	1 Bottled Beverage	\$743
Park & Recreation Maintenance Warehouse	849 Trailview Boulevard	Leesburg	1 Bottled Beverage 1 Combo	\$2,353
Sherriff Substation	45299 Research Place	Leesburg	1 Bottled Beverage	\$280
Recycling Center Landfill	20939 Evergreen Mills Road	Leesburg	1 Combo	\$1,895
Courthouse	18 E. Market Street	Leesburg	1 Bottled Beverage 1 Combo	\$5,151
Cascades Library	21030 Whitfield Pike	Potomac Falls	2 Bottled Beverages	\$7,153
County Government Center	1 Harrison St. S.E.	Leesburg	3 Bottled Beverages 3 Combos 1 Snack 1 Coffee	\$26,911
Fire & Rescue Dulles South Safety	25216 Loudoun County Pkwy	Chantilly	1 Combo	\$1,515
Sheriff Substation Dulles	25216 Loudoun County Pkwy	Chantilly	1 Bottled Beverage	\$823
Firing Range	Willard Road & Route 50	Chantilly	1 Bottled Beverage	\$586
County Inspectors Office	1503 Edwards Ferry Road	Leesburg	1 Combo	\$3,375

Adult Detention Center	42035 Loudoun Center Place	Leesburg	2 Bottled Beverages 2 Combos	\$10,085
Ashburn Library	43316 Hay Road	Ashburn	1 Bottled Beverage	\$1,922
Volunteer Fire & Rescue	61 Plaza Street	Leesburg	1 Combo	\$3,307
Family Connections	45201 Research PL, Bldg. D	Ashburn	1 Bottled Beverage	\$447
Office of Emergency Management	801 Sycolin Road, Suite 100	Leesburg	1 Combo	\$927
Lansdowne Fire Station #2	19485 Sandridge Way	Leesburg	1 Combo	\$1,402
Loudoun County School Board, Bldg. C	1002 Sycolin Road	Leesburg	1 Bottled Beverage 1 Combo 1 Coffee	\$6,952
Rust Library	380 Old Waterford Road NW	Leesburg	2 Bottled Beverages	\$6,606
Fire Station #23	43495 Old Ryan Road	Ashburn	1 Bottled Beverage	\$1,109
Mental Health, Substance Abuse & Developmental Services	906 Trailview Boulevard SE	Leesburg	4 Bottled Beverages	\$1,221
Eastern Loudoun Sheriff Station	46620 E. Frederick Street	Sterling	1 Combo	\$209

*Combo machines hold beverages and snack food items