



Loudoun County, Virginia

INVITATION FOR BID

CARPET CLEANING AND HARD FLOOR MAINTENANCE SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., March 19, 2020 "Atomic Time"

IFB NUMBER: RFQ 175782

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

A Pre-Bid Conference will be held on **March 5, 2020 at 9:00 AM** at 801 Sycolin Road, Suite 102, Leesburg VA 20175 for clarification of any questions on the specifications and inspection of the site. Attendance at this Pre-Bid is MANDATORY.

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

Gerald Landayan
Contracting Officer
(703) 771-5956
(703) 771-5097 (Fax)
E-mail address: gerald.landayan@loudoun.gov

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

Issue Date: February 21, 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

INVITATION FOR BID

**CARPET CLEANING AND HARD FLOOR MAINTENANCE
SERVICES**

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Prepared By: s/Gerald Landayan Date: 02/21/2020
Contracting Officer

CARPET CLEANING AND HARD FLOOR MAINTENANCE 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 provide professional carpet cleaning and hard floor services (stripping, sealing, and waxing) at various Loudoun County Fire Rescue locations (See Exhibit A).

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 Bidders must demonstrate they have been in business providing similar services to commercial entities for at least the last five (5) years.
- 4.2 Bidders shall provide, at a minimum, three (3) comparable references of current work being performed, preferably at other public sector facilities. These references must be for work done for comparable facilities 7,000 sq. ft. each, or greater, with similar cleaning requirements. The 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.

- 4.3 Bidder's must demonstrate that their pricing is sufficient to pay all applicable Federal and State withholdings, workmen's compensation, insurance and comply with at a minimum, the current minimum wage rate. All bidders shall provide with their bid a cost breakdown detailing how the bid price was determined, using Attachment #3 – Bid Breakdown. The breakdown shall include number of employees, cost of supplies, project cleaning and all other elements of the contract.

5.0 SCOPE OF SERVICES

The Contractor shall furnish adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.

The County reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the Contract. Prices for items/services to be added to/deleted from the Contract will be mutually agreed upon by the County and the Contractor. A Contract Amendment will be issued for each addition/deletion.

The Contractor shall be responsible for Bi-Annual Floor Services as listed on Exhibit A - both Carpet Cleaning and Hard Floor surface work. All square footages listed are approximate.

5.1 Description of Facilities

SEE ATTACHMENT 1 FOR A SUMMARY OF EACH FACILITY:

Fire Rescue Facilities located throughout the County that have Full Time 24/7 staff on site. Most facilities have a combination of carpet and Vinyl Composition Tile (VCT) or Luxury Vinyl Tile (LVT) floor surface.

5.2 General Requirements – Carpet Cleaning

Contractor shall be able to demonstrate the ability to meet and exceed all requirements set forth herein:

- A. Contractor shall thoroughly clean all carpets with either a dry chemical process or truck-mounted or portable hot water extraction cleaning machinery only. The County prefers the dry-chemical process. If the water process is used, care must be taken to make sure that no excess water is left in carpet.
- B. All carpets will be thoroughly vacuumed prior to any spotting or cleaning. Vacuuming will remove the dry soil that is bonded to the carpet.
- C. Furniture Moving: Sofas, chairs, and tables are to be moved carefully. Larger items such as cabinets, desks, etc. will be left in place. County staff will remove all small items on floors prior to work.

- D. Pre-Spray and Pre-spotting: traffic areas and spots are pretreated. This pretreatment solution needs to be an environmentally friendly solution to help break up dirt and soil attached to carpets.
- E. Pre-Grooming of carpet shall be performed with a carpet groomer or rotary cleaning machine (depending on soil level) to further loosen traffic area soil.
- F. Extract and Rinse: Use of a low residue and soap free rinse to extract the loosened soil from the carpet.
- G. Fast Dry Method: Use of a bonnet systems using and encapsulation system to trap dirt and excess water into the bonnets and away from the carpets.
- H. Care shall be exercised to prevent stain due to transfer of rust or varnish from furniture once it is relocated.
- I. All areas that cannot be cleaned by machine such as edges and corners shall be cleaned by hand.
- J. Contractor shall not leave streaking, excess residue, or cause discoloring to the carpeting as a result of the cleaning.
- K. It is the responsibility of the Contractor to ensure that its cleaning method is suitable for cleaning Milliken, Innerface, and other brands of carpeting and will not cause damage or "carpet curling" problems. By signing and submitting a bid, the Contractor certifies its ability to clean carpeted raised floor areas and not cause damage to the carpet or components located underneath the raised floor.
- L. Contractor shall be able to clean up to 5,000 sq. ft. per visit
- M. Most cleaning shall be done between 8:00 am and 8:00 pm at the convenience of the designated Fire Rescue liaison. Monday through Friday.
- N. All cleaning supplies and equipment shall be provided by the Contractor.
- O. No smoking shall be permitted in County buildings.
- P. Work areas shall be left in clean condition or as clean as before work started.
- Q. Only authorized employees or subcontractors shall be allowed in building(s). All workers will have a County staff member escort during the duration of the procedures.
- R. It shall be the Contractor's responsibility to clean all carpet at each location. The estimated square footage (see Exhibit A) is for informational purposes only. It is the Contractor's responsibility to determine actual square footage of areas to be cleaned and level of difficulty. Failure to do so will not relieve the successful bidder of his obligation to carry out the scope of the resulting Contract. **NOTE:** The Contractor must be also able to respond on an as-needed basis. Emergency responses must be fulfilled with four (4) hours of call. Non-emergency requests must be

fulfilled within seven (7) calendar days or at the discretion of the Contract Administrator for scheduling purposes.

- S. No carpet repair is required under this Contract.
- T. The County does not want a chemical that leaves a strong odor. The Contractor will be required to provide the Material Safety Data Sheet (MSDS) on all chemicals before proceeding with work on the carpets
- U. The Contractor must capture waste water produced and dispose of it in a sanitary sewer at a proper facility if using a water extraction method. The Contractor shall not be permitted to discharge any waste water into the storm drainage system including but not limited to mop water, waste water produced during shampooing/extracting process, etc.

5.3 Hard Surface Strip and Refinish

This procedure shall be employed according to schedule to remove accumulations of dirt; finish, discoloration's, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards, or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and coats of slip-resisting floor finish. Floors shall be clean and free from scuffmarks, stains, rust, dirt, gum, tar, old finish, etc., before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. **DRY STRIPPING PROCEDURES SHALL NOT BE USED WITHIN THE FACILITIES.**

Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discoloration's, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

- A. All furniture and objects are to be removed from the room or off of flooring area. Some items may not be able to be moved.
- B. Sweep, vacuum all floor surfaces to remove all loose debris from the floor.
- C. Apply stripper with large wet mop. The County does not want a chemical that leaves a strong odor. The Contractor will be required to provide the MSDS on all chemicals before proceeding with work.
- D. Let stripper solution sit for a few minutes and then pass over slowly with a 175 rpm machine and black pad.
- E. Using a wet vacuum, extract up the majority of the stripping solution including the old wax.
- F. Follow the wet vacuum with a clean mop and neutral cleaning solution mopping the entire floor area clean. Re-mop again with clean water.

- G. Once the floor is completely dry, seal with under coat applying one even coat to the entire floor area.
- H. Once that coating is completely dry, use and Anti-Static floor finish and apply two light even coats to the entire floor surface. Finish surfaces with what industry standards achieve the best results without wear and tear on the flooring surface.
- I. Slip Resistance:
The Contractor shall verify that all floor finishes, seals, spray buff solutions, and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

5.4 HARD SURFACE FLOORING – SCRUB AND BUFF

Some flooring is no-wax. The following procedures are to be followed.

- A. Remove all furniture and objects from floor areas
- B. Sweep /vacuum the entire floor to remove all loose debris
- C. Apply neutral cleaner with large wet clean mop
- D. Use 175 rpm buffing machine (black pad) wet mop up solution
- E. Once floor is completely dry, burnish with a 1500-2000 rpm buffer.

5.5 Protection and Security of Buildings and Property

- A. The Contractor shall assume full responsibility for any and all damages to property and equipment and for injury to persons which might result from any service performed under the resulting Contract.
- B. The Contractor shall comply with all fire protection measures as outlined in County Ordinances.
- C. The Contractor shall close and lock all windows and doors upon completion of work.
- D. The Contractor shall prohibit its employees from disturbing papers on desks, opening drawers or cabinets, or using telephones or office equipment.
- E. Access to all the locations will be arranged by the County representative as required.
- F. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract.

5.6 Defective Work

Contractor will be notified verbally as well as by email of deficiencies observed in performance of work. These deficiencies shall be immediately corrected and

the County's representative shall be notified when corrections have been completed.

If the Contractor has sufficiently posted signs and County staff walks across the newly applied wax, the County will either accept the floor in the condition as it is or will request the Contractor to return to the facility to re-wax the floor at the County's expense.

5.7 Additions/Deletions

This Contract covers locations currently owned and leased by the County. The County reserves the right to add or delete locations during the Contract.

5.8 Employee Identification and Building Access:

- A. All employees shall wear uniforms that bear the company name/logo. Uniforms shall be approved by the County Contract Administrator and shall not be exceptionally dirty, stained, or torn.
- B. Identification badges shall be furnished by the Contractor and worn by all Contractor's employees while on County premises. The badge shall have the employee's picture, name, and Contractor's name visibly displayed.

5.9 Occupational Safety and Health Administration (OSHA) Guideline Compliance:

The Contractor shall be responsible for compliance with all applicable federal, state, and local laws, rules, regulations, procedures, and guidelines regarding safety.

Failure of the Contractor or their employees to comply with all applicable laws, regulations, and rules shall permit the County to immediately terminate this Contract without liability.

- A. **SAFETY DATA SHEETS** - The Contractor shall furnish to the Contract Administrator copies of Safety Data Sheets (SDS) sheets for all products used prior to beginning service in the Facilities and must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the Facilities, a copy of that product's SDS must be provided to the Contract Administrator, prior to the product being used in any Facility.

The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g. or SDS sheets.

- B. **LABELING OF HAZARDOUS MATERIALS** - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers. The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State, and County laws, ordinances, rules, and regulations.

- C. CAUTION SIGNS - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site at all times when Contractor is performing work.
- D. OSHA GUIDELINES OF BLOOD PATHOGENS - Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Administrator.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon award of the Contract.

5.10 Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions, and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery and use of Caution signs are to be used until conditions are corrected.

5.11 Germicidal Properties

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

5.12 Supervisor(s)

The Contractor shall provide the necessary supervision of all personnel performing the work herein described in the solicitation. The supervisors shall be literate and fluent in the English language, due to the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with County personnel. Contractor's supervisors shall also be capable of communicating fully with all Contractor's employees in the event they do not speak English. The County's authorized representative will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. The County requires that the supervisor be on-site at all times during the work performed. The Contractor shall be required to provide the name and position within the company of the supervisor to the County. The Contractor shall provide a telephone answering service or email address for the use of the supervisor for work-related messages. The supervisors shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's designee.

5.13 Contractor Staffing Requirements

- A. All staff members shall be employees of the Contractor. The use of day laborers and/or subcontractors is not permitted.

- B. The Contractor shall obtain criminal background checks, at its expense, on all custodial and supervisory personnel at the start of this Contract or upon employment, and at least once per year thereafter. The criminal background check is to include Federal, State, and local including any location that the employee resided within the past five (5) years. The criminal background check shall be completed utilizing the employee's legal name, current and past address, date of birth, and Social Security Number. The Contractor shall provide documentation to the County illustrating that the background checks have been successfully completed.
- C. The Contractor shall inform the Contract Administrator, by e mail, of any criminal convictions of any type for custodial personnel within five (5) days of obtaining such information. Thirty (30) days prior to any Contract renewal, the Contractor shall provide verification of current background checks on all personnel assigned under this Contract. At the minimum, the submission shall include copies of the background check for each Contractor's employee assigned under this Contract with a current a personnel list attached. Failure to provide this information may result in the Contract not being renewed.
- D. The Contractor, at its expense, shall run an E-Verify search on each employee for employment eligibility verification. The Contractor shall provide documentation to the County illustrating that the search has been successfully completed for each employee assigned under this document on demand.
- E. Contractor shall supply the Contract Administrator with a current list of all employees that will perform work at the Facilities prior to beginning work under this Contract. A copy of a driver's license or work permit shall be supplied for each employee. Each of these employees shall be adequately trained and have had criminal background checks and E-Verify search completed. If the Contractor uses employees not on the list, the County will order that person(s) off the property and deduct the cost of the actual hours worked by the unauthorized person/s. Repeated use of employees not on the current list may be grounds for termination of the Contract.
- F. The County reserves the right to require immediate removal of any Contractor's personnel, if the County determines that the individual is unfit for service for any reason, not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor shall have enough qualified employees so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract. 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 shall not bill the County for any hours worked.

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 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 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 April 1, 2020 through March 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 three (3) additional two (2) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed three percent (3%).

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 Safety Data Sheet (SDS) when received. This SDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the SDS 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 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 on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with 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

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. 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.

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. The Contractor shall not accept credit card orders or payments.

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

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
P.O. Box 7100
Leesburg, VA 20177-7100
Attn: Kathleen Vance

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 law's 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: Gerald Landayan

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.

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 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.

6.35 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.

6.36 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.

6.37 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.

6.38 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.

6.39 Loudoun County Quality Assurance Program (QAP)

Each of the services to be rendered under this Contract are subject to County inspection, both during and after completion of the tasks. The QAP (inspections evaluations) is NOT a substitute for Quality Control (manpower supervision/control) by the Contractor. The County's QAP effort does not relieve the Contractor from the responsibility of satisfactorily performing the services specified in the Contract nor does it relieve the Contractor deductions due to Contract deficiencies as outlined in Attachment #6 hereof. During the QAP inspections, if the Contractor does not have enough staff to meet the contracted hourly requirements, the County will assume that the staff was not there for the whole work day. It will be up to the Contractor to provide the Contract Administrator with a work plan as to how many staff will be working for how many hours during this time period. The Contractor's plan must define what hours they will be on-site.

A. Consequence of Contractor's Failure to Perform Required Service:

Contractor's failure to perform under the terms and frequencies specified herein, may result in a reduction in the monthly payment due to the Contractor and/or termination of the Contract. The types of reductions described below may, at the County's option, be imposed after notification to the Contractor of any deficiencies and failure to provide remedies.

6.40 Security

The Contractor shall keep all suite and exterior doors closed during performance of work. A timer activates the door locks. Doors should not be blocked open for any reason. Doors held open more than 20 seconds once locks are activated will cause the security system to alert the Loudoun County Sheriff's Office. The Contractor shall not allow anyone (including County employees) into the building or office suites when doors are locked. Violation may result in termination of the Contract.

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 the date specified on the cover of this IFB. 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 submitted via US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted. (Please note: Bidders choosing to submit bids via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).
- 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 by **12:00 p.m. on March 6, 2020**. 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 may be performed at the pre-bid conference.

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

Subcontractors shall only be utilized for specialty work not covered in this contract document and only upon prior approval of the Contract Administrator.

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 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 bidder, if requested, at bidder's expense. Each sample must be marked with bidder's name and address, IFB number and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO BID.

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 Incidental and Consequential Damages

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

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 Anti-Trust Violations

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

7.21 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.

7.22 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.

7.23 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, 1 Harrison St, SE, Leesburg, Virginia 20175.

7.24 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, Finance and Budget.

7.25 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.

7.26 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>.

7.27 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.

7.28 Acknowledgement of Contract

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

7.29 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>.

7.30 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.

7.31 Legal Action

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

7.32 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.

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

THE FIRM OF: _____

Address: _____

FEIN_____

ANNUAL TOTAL FROM ATTACHMENT #1 \$ _____

PRICE PER SQUARE FOOT \$ _____

- ITEM: INCLUDED: (X)

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

CARPET CLEANING AND FLOOR MAINTENANCE SERVICES
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8.0 BID SUBMISSION FORM – cont'd

- 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: (X)

- | | |
|---|-----------------------------|
| 1. Addenda, if any: | _____ |
| 2. Payment Terms: | _____ net 30 or _____ Other |
| 3. Proof of Authority to Transact Business
in Virginia Form: | _____ |
| 4. Attachment #1 – Bid Breakdown: | _____ |
| 5. Minimum Qualification Documentation: | |
| a. Attachment # 2- References (on County form): | _____ |
| 6. Attachment #3 – Bidder Questionnaire: | _____ |

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail _____

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

Signature: _____ Date: _____



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 175782

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

<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

☐ Other _____

SERVICE RESPONSE CARD

RFQ 175782

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>

ATTACHMENT #1: BID BREAKDOWN

		QUOTE HERE		QUOTE HERE	
STATIONS	CARPET	Carpet Price (per location)	HARD FLOOR	Hard Floor Price (per location)	TOTAL PRICE (per location)
Middleburg Station # 3 910 West Washington St. Middleburg VA 20117	1928 SF	\$		N/A	\$
Purcellville Station # 2/14 500 Maple Avenue, Purcellville, VA 20132	N/A	N/A	8087 SF	\$	\$
Brambleton Station # 9 23675 Belmont Ridge Rd. Ashburn, VA 20148	4996 SF	\$		N/A	\$
Dulles South Station #19 25216 Loudoun County Pkwy Chantilly, VA 20152	840 SF	\$	2651 SF	\$	\$
Lansdowne Station #22 19485 Sandridge Way Leesburg, VA 20176	2500 SF	\$	2651 SF	\$	\$
Moorefield Station # 23 49495 Old Ryan Road Ashburn, VA 20148	2509 SF	\$	1119 SF	\$	\$
Kincora Station #24 45900 Russell Branch Pkwy Sterling, VA 20166	2390 SF	\$	325 SF	\$	\$
Loudoun Heights Station # 26 13345 Harpers Ferry Road Purcellville, VA 20132	1793 SF	\$	1597 SF	\$	\$
Kirkpatrick Farms Station #27 41380 Gardenia Drive Aldie, VA 20105	N/A	N/A	5468 SF	\$	\$
TOTAL PRICE					
PRICE PER SQUARE FOOT					\$

ATTACHMENT #2:
REFERENCE FOR Bidder Name: _____

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

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____ Facility Size: _____
Nature of Work Performed: _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____ Facility Size: _____
Nature of Work Performed: _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____ Facility Size: _____
Nature of Work Performed: _____

ATTACHMENT #3: 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.

1. How long has your firm been in business providing commercial janitorial services?

2. Has your firm personally inspected the Facilities and have a complete plan for the performance of the work?

3. Will your firm be subcontracting under this Contract? (Only carpet cleaning and window washing is permitted.) If yes, please explain and include a list of all subcontractors.

4. Is your firm or any of its principals currently debarred, disqualified, or suspended from submitting bids to the County or any other federal, state, or local entity? If yes, please provide entity name and explanation.

5. Within the last five (5) years, has your firm been declared in material breach or default of any contract by any federal, state or local entity? If yes, list the contract(s) and provide an explanation.

6. Within the last five (5) years, has your firm been terminated from a contract? If yes, list the contract(s) and provide an explanation.

7. Within the last five (5) years, have any legal actions, claims, judgements or indictments occurred in conjunction with any work performed under a contract by your firm, officers, partners, directors or affiliates? If yes, list the contract(s) and provide an explanation.

Signature:

Name:

Bidder Name:

Title:

Date:

By signing above, I hereby acknowledge and agree that the responses contained herein are true, accurate and complete and that any false or inaccurate statements provide may result in my bid being deemed non-responsive and rejected.