



Loudoun County, Virginia

INVITATION FOR BID

**DULLES SOUTH RECREATION CENTER
PHASE 4 - COMPETITION POOL HVAC DEDICATED OUTSIDE AIR
SUPPLY (DOAS)**

ACCEPTANCE DATE: Prior to 4:00 p.m., August 12, 2020 "Atomic" Time

IFB NUMBER: RFQ-246782

ACCEPTANCE PLACE: Loudoun County Government Offices
1 Harrison Street, SE, 1st Floor
Leesburg, Virginia 20175

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL HAND DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 P.M. Bids will be opened and announced by the Procurement Division staff via audio/video teleconference at 4:30 p.m. (Atomic time) on the Acceptance Date. To participate in the audio portion of the opening, please dial the number provided in the Instruction to Bidders and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using GoToMeeting with the instructions included in the Instructions to Bidders

Please contact the Contracting Officer or Assistant Purchasing Agent designated on the front cover of the solicitation with any questions regarding this process. Bidders are strongly encouraged to check the County's website routinely for updates.

PLEASE NOTE:

- A. Plans and specifications. The plans and specifications for this project are contained on a CD that you can obtain by sending an email to the point of contact information below. If you would like the CD sent by private carrier, or overnighted (UPS/FedEx), please provide your account code in the email, otherwise the CD will be sent by US Mail.

- B. Bid Forms. Bid forms may be downloaded from the County's web site: www.loudoun.gov/procurement.
- C. Pre-Bid Conference. A Pre-Bid Conference will be held virtually using GoToMeeting software on July 9, 2020 at 1:00 p.m. for clarification of any questions on the drawings, specifications and site conditions. Until further notice bidders will not be able to participate in the Pre-Bid Conference in person. You must pre-register to participate in the Pre-Bid Conference by sending an email to PROCUREMENT@loudoun.gov. The subject line of the email should state, "Register for Pre-Bid Conference for Dulles South Recreation Center, Phase 4 – Competition Pool Dedicated Outside Air System (DOAS)", and the email should include the name of your firm and provide contact information to include phone number and address. Providing the email requesting participation in the Pre-Bid Conference must be received prior to 1:00 p.m. the day prior to the date of the Pre-Bid Conference, the County will respond with the information to participate in the Pre-Bid Conference. Emails received after 1:00 p.m. will not be responded to. To participate in the audio portion only, dial the number provided and follow the prompts as designated. To participate by computer, connect to the link provided and follow the prompts as designated.
- D. Site Inspection. Instructions to participate in a site inspection (if provided) can be found in Section 18, Instruction to Bidders, Paragraph 18.4. Please read this section carefully as there may be specific dates established to register for the site inspection.

The terms and conditions contained in this Invitation for Bid and in the County-Contractor Agreement are not negotiable.

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

Nebila Kurtu, CPPB, VCCO, FMP
Contracting Officer
(703) 737-8316
(703) 771-5097 (Fax)
Nebila.Kurtu@loudoun.gov

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

Issue Date: June 24, 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

DULLES SOUTH RECREATION CENTER

PHASE 4 - COMPETITION POOL HVAC DEDICATED OUTSIDE AIR SUPPLY (DOAS)

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Attachments:

ATTACHMENT 1:	COUNTY-CONTRACTOR AGREEMENT (contained herein)
ATTACHMENT 2:	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
ATTACHMENT 3	PLANS AND SPECIFICATION (on CD)

Authorized By: s/Nebila Kurtu, CPPB, VCCO, FMP Date: June 24, 2020

DULLES SOUTH RECREATION CENTER PHASE 4 - COMPETITION POOL HVAC DEDICATED OUTSIDE AIR SUPPLY (DOAS)

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 general or mechanical contractor (GC) to construct HVAC Dedicated Outside Air Supply (DOAS) improvements according to the Contract plans and specifications referenced in section 4.0 below (Project) for the Dulles South Recreation Center Competition Pool, located at 24950 Riding Center Drive, South Riding, VA 20152. MCPI #164-18-3224 (Facility).

The Dulles South Recreation Center Competition Pool was built in 2018, but the existing mechanical system (HVAC) does not effectively remove chloramines from the pool environment. The purpose of this Project is to correct this deficiency. The scope of this Project is to provide a new Dedicated Outside Air System (DOAS) unit to serve the existing competition pool, modifying some of the existing return air ductwork, and adding a new bench style exhaust system to the competition pool deck.

The Facility will remain open and in full operation during this Project. The Facility as well as the Competition Pool will remain open to public at all times of normal operation for the duration of the work. Public pedestrian pathway access to the Facility and some staff parking must be accessible to the public throughout construction. All construction access and construction staging will be from the rear of the Facility. Some work may need to be performed outside of normal operation hours to ensure no disruption to the normal operation of the pool or the Facility.

Protection of the Competition Pool from debris entering the pool will be the sole responsibility of the contractor. If debris enters the pool, the contractor will cover all expenses incurred by the County to drain and clean the pool and will be charged \$1,000.00 for each day the pool is not available to the public to reimburse the County for lost revenue.

HVAC Testing, Adjusting and Balancing (TAB) and the Commissioning Agent will be hired directly by the County.

Project Timeline. The Contract Time is forty-five (45) calendar days from Notice to Proceed to Substantial Completion. Notice to Proceed (NTP) will not be given until all materials and equipment, including the DOAS unit, are delivered and inspected by the County or its representative. All material and equipment submittals required by the specifications shall be submitted to the County no later than 30 calendar days from the date of Contract execution and approved by the County no later than 60 calendar days from the date of Contract execution.

Project Requirements:

- The Competition Pool – DOAS work shall not be deemed Substantially Complete until after the unit has been function tested and a satisfactory air test is completed.
- An air quality test shall be performed by the contractor. This test will include a visual demonstration of how air moves across the water surface and out of the Facility. The medium used for the test will be “Dry Ice.”
- Final Completion requires the completion of punch list items no later than ten (10) calendar days after Substantial Completion.

The County may require the Contractor awarded this Project to use e-Builder Construction Program Management Software. The County will purchase licenses for the Contractor's use and will provide training for the Contractor to ensure proficiency as recommended by e-Builder. The license and training will be provided to the Contractor at no cost and prior to the issuance of Notice to Proceed. Further training due to a lack of proficiency will be the responsibility of the Contractor.

The e-Builder Construction Program Management Software will be utilized for all Project management documentation and correspondence, including but not limited to: RFI's, submittals, meeting minutes, pay applications, proposed change orders/change orders, close-out documentation, etc. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

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 not later than fifteen (15) days prior to the date set for bids to close.

3.0 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 and information indicated below with their bid. Failure to provide any of the required documentation/information will be cause for bid to be deemed non-responsive and/or non-responsible and rejected.*

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

- 3.1 Debarment: By signing the Pricing Page contained in the IFB, bidders are certifying that bidder is not currently debarred by any local or state government or the federal government. Bidders shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.
- 3.2 Provide evidence of a contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:

- Registered Commonwealth of Virginia Contractor: Class A. Include a copy of the Class A Contractors license in your bid.

3.3 Verification of Bonding Capability. Bidder shall include in their bid a letter from a surety or insurance company (with a Best's Financial Strength Rating of A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the Bidder is capable of obtaining a performance and payment bond based on the bidder's estimated contract value for the construction of the Project, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified in herein, in a manner similar to the notation provided below:

"As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project." This letter shall also state the Bidder's per project and total bonding program limits and that the Surety is authorized/licensed to do business in the Commonwealth of Virginia.

3.4 Experience requirements for the General Contractor.

A. The General Contractor or mechanical contractor submitting a bid must demonstrate successful experience in complex HVAC renovations of Public Facilities on a constrained site similar in scope to the plans and specifications contained herein. Demonstration of this experience shall be by means of providing a minimum of three (3) project references with minimum construction costs of \$500,000, that have been completed within (10) ten years from the date of this IFB. Project references that are for community center buildings, recreational facility buildings, or occupied facilities are preferred. All project references provided must demonstrate successful experience in the type of construction required by this project.

Each project references should include:

- Name and location of the project.
- Final construction cost.
- Final completion date and project duration.
- Penalties assessed such as liquidated damages.
- Project description of sufficient detail to allow determination of projects size and scope to include structural and all HVAC elements involved in the project.

- Identification and description of similar characteristics to the Project contained herein.
- Name of the project manager and superintendent who had direct responsibility for the project.
- Photographs of all key aspects of the work of sufficient quality to demonstrate the quality of the Bidders work.
- Name, address, current phone number, and e-mail addresses of architects and owners.

Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. The County intends to contact owners/architects provided as references to verify information provided. Failure of the Owner/Architect to respond to the County's inquiry may be cause for the County to require additional references meeting the requirements of this IFB Section be submitted.

- B. A successfully completed project shall mean: 1) that the project was completed within the contract time, including any owner-approved time extensions, 2) that the project was completed at or below the contract award amount, including any subsequent owner-approved cost change orders, and 3) that the project was completed in accordance with the contract documents.

4.0 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications dated May 01, 2020 as amended and prepared by Brinjac Engineering, 8618 Westwood Center Drive, Suite 305, Vienna, VA 22182 703-506-2605.

5.0 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 the date established in the Instructions to Bidders. 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.

6.0 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.

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 DRUG-FREE WORKPLACE

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

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

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

12.0 FAITH-BASED ORGANIZATIONS

The County does not discriminate against faith-based organizations.

13.0 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.

14.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

Within fifteen (15) calendar days after the effective date of the County – Contractor Agreement, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications, and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and
- B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).

- E. If at any time, any surety or sureties become insolvent or are determined by the County to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- F. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.
- G. The successful bidder's failure to furnish to the County acceptable bonds, within 15 days after the effective date of the County – Contractor Agreement shall be considered just cause for cancellation of the award and forfeiture of the construction contract bid security. In such event, the proposal guaranty shall become the property of the County, not as a penalty but in liquidation of damages sustained.

15.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

16.0 CONSTRUCTION CONTRACT RETAINAGES

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

17.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, 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.

18.0 INSTRUCTIONS TO BIDDERS

18.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the 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 Invitation for Bid 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 Invitation for Bid requiring execution by the firm 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. Atomic time can 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. 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 must be submitted via one of the following options:

US Mail to:

The County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered, private carrier, or overnighted (UPS/FedEx)
to:

The County of Loudoun, Virginia
1 Harrison Street, S.E., **1st Floor**
Leesburg, Virginia 20175.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL HAND DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 P.M.

Faxed and e-mailed bids will not be accepted.

Please note: Offerors 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 and one electronic copy (in PDF format) on a USB flash drive to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid.
- I. A public bid opening will be held virtually using GoToMeeting at approximately 4:30 P.M. on the Acceptance date. See the GoToMeeting log in information provided below. To participate in the audio portion of the opening, please dial the number provided below and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using GoToMeeting with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.
GoToMeeting

<https://global.gotomeeting.com/join/974082021>

Using your phone

(646) 749-3112 Access Code: 974-082-021

18.2 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 5:00 p.m. July 31, 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.

18.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or 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 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.

18.4 Inspection of Site

All bidders are encouraged to 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 of the site will be conducted on July 22 and July 23, 2020 at 1:00 PM by appointment only. Bidders shall contact Nebila Kurtu by email at Nebila.Kurtu@loudoun.gov prior to 5:00 p.m. on July 20, 2020 to schedule a site inspection. Late requests for site inspections will not be accepted. Bidders must limit their participation in the site inspection to two individuals due to the distancing restrictions imposed by the ongoing pandemic.

18.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date.

18.6 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 § 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.

18.7 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 should 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 "manager" must sign if so specified by the articles of 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.

18.8 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw its bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

18.9 Subcontractors

Please refer to Article 5: Subcontractors, of the County of Loudoun General Conditions of the Construction Contract.

18.10 Late Bids

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

18.11 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.

18.12 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.

18.13 Vendor Preference in Tie Bids

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

18.14 Anti-Trust Violations

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

18.15 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum.

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.

18.16 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.

18.17 Notice of Award

A Notice of Award will be posted on the County's web site

(www.loudoun.gov/procurement).

18.18 Protest

Bidders 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 Chief Financial Officer, Department Finance and Budget.

18.19 Construction Contract Bid Security

Bid security is required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires

that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner the security requirements.

The apparent low bidder's Contract Bid Security shall be subject to forfeiture if the apparent low bidder withdraws his bid prior to award, or fails to sign and return the County – Contractor Agreement. The Contract Bid Security shall be forfeited according to the forfeiture provisions in Code of Virginia (§ 2.2-4336) and the proposal guaranty.

18.20 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

18.21 Proof of Authority to Transact Business in Virginia

A bidder 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 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 is not required to be so authorized. Any bidder 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>.

18.22 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>.

18.23 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 for submission with the bid.

18.25 Acknowledgement of Contract

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

18.26 Legal Action

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

18.27 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 the Contract Documents have been convicted of a felony.

18.28 Unit Price Items

The Unit Price Items, identified on the Pricing Page, quantities, and extended prices are to be included in the Bidder's lump sum and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the Contract amount. The activity schedule and schedule of values shall include each Unit Price Item as a separate and distinct item. Unit price Items are to be used with County authorization only.

18.29 Substitutions

Substitutions are defined as changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- A. Substitutions for Cause are changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- B. Substitutions for Convenience are changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

The County will not consider substitutions for convenience during the bidding process. They will be considered after contract award. Refer to Article 4.15 – Equal Products in the General conditions of the Construction Contract for procedures. Substitution for Cause, once verified may be addressed during the bidding process at the discretion of the County.

All references in the specifications to substitutions being approved during the bidding process shall be deleted.



Loudoun County, Virginia

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

PRICING PAGE
DULLES SOUTH RECREATION CENTER
PHASE 4 - COMPETITION POOL HVAC DEDICATED OUTSIDE AIR
SUPPLY (DOAS)

The firm of _____ hereby offers to achieve substantial completion of the Dulles South Recreation Center Phase 4 – Competition Pool HVAC Dedicated Outside Air Supply (DOAS) Project in accordance with this Invitation for Bid within forty five days (45) days after Notice to Proceed.

Attention bidders: Do not take any exceptions or make any qualifications to your bid.

1. Construction of the Dulles South Recreation Center Phase 4 – Competition Pool HVAC Dedicated Outside Air Supply (DOAS) Project

Lump Sum = \$ _____

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

ITEM:

INCLUDED: (X)

- | | | |
|----|---|-------|
| 1. | W-9 Form (18.23): | _____ |
| 2. | Certificate of Insurance (18.24): | _____ |
| 3. | Addenda, if any (Informality) (18.11): | _____ |
| 4. | One (1) electronic copy on USB Flash drive (18.1) | _____ |

3. 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 (18.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (18.2):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form (Page 22):	_____
4. Bid Bond (18.19):	_____
5. Minimum Qualifications (3.0)	
a. Debarment History, if required (3.1)	_____
b. Virginia Contractor Class A license (3.2): (Include with bid)	_____
c. Verification of Bonding Capacity (3.3)	_____
d. References (3.4)	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (18.7): _____

Signature: _____ Date: _____

Address: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents, to include the general Conditions of the Construction Contract and agrees to the Terms and Conditions as contained herein and that your Firm is not currently Debarred by a local or state government or the Federal Government.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Budget

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-246782

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-246782

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: Assistant Purchasing Agent for Capital Projects•

ATTACHMENT 1

(Proposed)

COUNTY-CONTRACTOR AGREEMENT

THIS COUNTY-CONTRACTOR AGREEMENT ("Agreement") for construction of the Dulles South Recreation Center, Phase 4 – Competition Pool Dedicated Outside Air System (DOAS) herein after referred to as the "Project", executed in three (3) originals, is effective on the date it is fully executed by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "County"), and _____ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby agreed to between the County and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

Attachment 1	The County's Invitation for Bid No. 246782 dated June 24, 2020, including any addenda.
Attachment 2	The General Conditions of the Construction Contract, including any addenda.
Attachment 3	The Contract Plans and Specifications including and addenda
Attachment 4	The Contractor's bid dated _____.

In the event that Attachment 4 contradicts or limits this Agreement or Attachments 1 through 3, this Agreement and Attachments 1 through 3 shall prevail.

The capitalized terms herein shall have the same meanings as set forth in section 1.1 of the General Conditions of the Construction Contract.

Article 1

ARCHITECT/ENGINEER

1.1 The Architect/Engineer (hereinafter referred to as the "A/E and as defined in the General Conditions) shall be Brinjac Engineering, 8618 Westwood Center Drive, Suite 305, Vienna, VA 22182 703-506-2605. Provided, however, that the County may, at its sole discretion, amend this Article from time to time by designating a different person or organization to act as its A/E and advise the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Contractor shall commence the Work as defined in the General Conditions of the Construction Contract upon the date established in the Notice to Proceed. Notice to Proceed will be issued as set forth in Article 8 of the General Conditions. The Notice to Proceed will not be issued until all material and equipment required by the plans a specification to complete the Project have been received and inspected by the County.
- 2.2 Time is of the essence in this Agreement.
- 2.3 All material and equipment submittals required by the Contract plans and specifications shall be submitted to the County no later than 30 calendar days from the date of contract execution and approved by the County no later than 60 calendar days from the date of contract execution.
- 2.4 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than 45 calendar days after the date of the Notice to Proceed. This time period shall be designated as the Time for Completion.
- 2.5 The Contractor shall complete the Work within the flowing Milestone dates:

<u>ACTIVITY:</u>	<u>DATE:</u>
Submittal Approval/Equipment/Material Purchased	No later than 60 calendar days after Contract execution
Substantial Completion	45 calendar days after Notice to Proceed
Final Completion (completion of all punch list work)	10 calendar days after Substantial Completion

- 2.6 The liquidated damages incurred by the County due to the Contractor's unexcused failure to complete the Work within the Contract Times, including any extensions thereof, and meet the Milestones designated in section 2.5 above, will be applied as follows:

<u>Milestone</u>	<u>Liquidated Damages</u>
Substantial Completion of Project	\$1,000.00/for each consecutive Calendar Day
Completion of all punch list work	\$100.00 for each consecutive Calendar Day
Closure of the Competition Pool as a result of Contractor actions	\$1,000.00/for each consecutive Calendar Day

- 2.7 If liquidated damages are assessed, the County will assess the amount of liquidated damages set forth in sections 2.6 above cumulatively. This provision for liquidated damages does not bar the County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.
- 2.8 The Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

Article 3

CONTRACT PRICE

- 3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the County shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars (\$_____) (herein referred to as the "Contract Price").

Article 4

PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.6.3 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work Contractor will deliver to the A/E an Application for Payment in accordance with the provisions of section 9.3 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the General Conditions.
- 4.3 An acceptable CPM Schedule Update shall be submitted in conjunction with each Application for Payment. Failure to provide an acceptable CPM Schedule Update will result in the rejection of the Application, and no Payment will be made until such time as an acceptable CPM Schedule Update is received.

Article 5

OTHER REQUIREMENTS

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, and Certification of Insurance as required by the Contract Documents within

fifteen (15) calendar days of the effective date of the County – Contractor Agreement. The Guarantee or Warranty Bond shall be submitted as described in section 9.8.5.2 of the General Conditions.

- 5.2 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 of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.
- 5.3 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 of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. 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.
- 5.4 All notices and other communications made pursuant to the Contract Documents and not required to be made through e-Builder 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:

TO COUNTY:

Department of Transportation and
Capital Infrastructure
P.O. Box 7500
101 Blue Seal Drive, Suite 102
Leesburg, VA 20177

Purchasing Agent
If sent via (a) or (b)
1 Harrison Street, S. E.
Leesburg, VA 20175

If sent via (c)
PO Box 7000
Leesburg, VA 20177

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.

- 5.5 Protection of the Competition Pool. It shall be the sole responsibility of the Contractor to protect the Competition Pool from debris or damage as a result of its actions. Should debris enter the Competition Pool or it be damaged as a result of actions taken by the Contractor, the Contractor will be responsible for all expenses to drain, clean, and make required repairs to the Competition Pool, to the satisfaction of the County.

Article 6

IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 6.1 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.

Article 7

ENTIRE CONTRACT AND SEVERABILITY

- 7.1 This Agreement, together with all attachments, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or contracts, either written or oral. The Contract may be amended or changed only by an Amendment or Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the County, (or any agent, consultant, or independent Contractor employed by the County) and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for the County's benefit, and to enforcement thereof.
- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract 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.

Article 8

GOVERNING LAW/FORUM

- 8.1 This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or the United States District Court for the Eastern District of Virginia in Alexandria. 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.

- 8.2 Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this Agreement. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

Article 9

COUNTERPARTS

- 9.1 This Contract and any amendments or modifications 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.

WITNESS the following signatures:

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
One Harrison Street, S.E.,
Leesburg, VA 20175
Phone: (703) 737-8316
Fax: (703) 771-5097

CONTRACTOR

Phone:
Fax:

By: _____

Name: Nebila Kurtu, CPPB, VCCO, FMP

Title: Contracting Officer

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Theresa J. Fontana
Senior Assistant County Attorney