



Loudoun County, Virginia

REQUEST FOR PROPOSAL

PREVENTIVE MAINTENANCE, TROUBLESHOOTING, REPAIR & REPORTING OF LEACHATE MANAGEMENT SYSTEM & AUTOMATED WHEEL WASH SYSTEM AT THE LOUDOUN COUNTY SOLID WASTE MANAGEMENT FACILITY

ACCEPTANCE DATE: Prior to 4:00 p.m., December 14, 2021 "Atomic" Time
RFP NUMBER: RFQ 434782
ACCEPTANCE PLACE: Loudoun County Government Offices
1 Harrison Street, S.E.,
1st Floor, Procurement Bids and Proposals Drop Box
Leesburg, Virginia 20175

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal 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 PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of Section 7.1 may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

The County is implementing increased security measures at the Government Center and other County buildings. Please allow ample time for unexpected delays when entering the building to drop of your proposals.

PLEASE NOTE:

- A. The operation manuals, plans and specifications for this project are contained on a CD that can be obtained by sending an email to the point of contact information below. Proposers may also request that the plans and specifications be sent to them using the Microsoft One Drive. Proposers will receive a first email from the Contracting Officer. Then, proposers will be prompted to enter a verification code. The verification code will be from no-reply@sharepointonline.com. Please note that this email often goes into spam/ junk folder.

- B. Solicitation forms may be obtained 24 hours a day by visiting our web site at www.loudoun.gov/purchasing . If you do not have access to the Internet, call (703) 777-0403, M - F, 9:00 a.m. - 5:00 p.m.
- C. Pre-Proposal Conference. Two (2) Mandatory Pre-Proposal Conferences for clarification of any questions regarding the plans and specifications will be held at the Solid Waste Management Facility, Construction Trailer located at 21101 Evergreen Mills Rd, Leesburg, Virginia 20175. The first Mandatory Pre-Proposal Conference will be held **on November 9, 2021, at 10:00 AM and the second on November 12, 2021, at 10:00 AM.** **Attendance at one of the Pre-Bid Conferences is mandatory for all proposers. Failure to attend one of these conferences will result in your bid being deemed non-responsive and rejected. Proposers must be present prior to the beginning of the conference. Proposers must sign in with the Procurement Representative as record of attendance. Late entry to the Pre-Bid Conferences will not be permitted.**
- D. Site Inspection. Instructions to participate in a site inspection (if provided) can be found in Section 9, Instruction to Proposers, Paragraph 9.3. Please read this section carefully as there may be specific dates established to register for the site inspection.

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

Kristy D. Varda, NIGP-CPP, CPPO, CPPB
Contracting Officer
(703) 777-3144
(703) 771-5097 (Fax)
E-mail address: Kristy.Varda@loudoun.gov

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

Issue Date: October 20, 2021

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

**PREVENTIVE MAINTENANCE, TROUBLESHOOTING, REPAIR &
REPORTING OF LEACHATE MANAGEMENT SYSTEM & AUTOMATED
WHEEL WASH SYSTEM AT THE LOUDOUN COUNTY SOLID WASTE
MANAGEMENT FACILITY**

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Attachment 1: Leachate Pump Station O&M Manual 2021

Attachment 2: Leachate Management Plan 2019

Attachment 3: Leachate Pump Station Conforming Plans

Attachment 4: Leachate Pump Station Asbuilts 2021

Attachment 5: Neptune Automated Wheel Wash Systems O&M Manual

Attachment 6: Cost of Services

Prepared By: s/Kristy D. Varda, NIGP-CPP, CPPO, CPPB Date: Oct. 20, 2021
Contracting Officer

PREVENTIVE MAINTENANCE, TROUBLESHOOTING, REPAIR & REPORTING OF LEACHATE MANAGEMENT SYSTEM & AUTOMATED WHEEL WASH SYSTEM AT THE LOUDOUN COUNTY SOLID WASTE MANAGEMENT FACILITY

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified contractor to perform regular preventive maintenance, troubleshooting, repair, and reporting of maintenance specific data on the Leachate Management System (LMS) and the Automated Wheel Wash System (AAWWS) at the Loudoun County Solid Waste Management Facility (LCSWMF).

2.0 COMPETITION INTENDED

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

3.0 BACKGROUND INFORMATION

The Loudoun County Department of General Services, Division of Waste Management (DGS-DWM) operates the Loudoun County Solid Waste Management Facility (LCSWMF). The LCSWMF is located at 21101 Evergreen Mills Road, Leesburg, Virginia, 20175. Permit conditions require the operation and subsequent maintenance of the LMS and AWWWS.

The leachate management pump station was replaced in February 2021. Leachate flows through the various open landfill cells into a network of collection system pipes, which all flow by gravity directly into the wet well at the leachate pump station. The LMS annually pumps 2,000,000 gallons to the sanitary sewer.

The AWWWS was constructed in 2009 and is a Neptune 3400T Automated Wheel Wash System from Innovative Equipment Solutions. Annually, over 60,000 washes occur by this system to prevent the tracking of sediment onto state roadways.

Preventive maintenance and reporting shall be provided on a quarterly basis (QPM) and will include inspecting, testing, recording, and cleaning of components in accordance with manufacturers' recommendations and the attachments of this RFP. Non-routine maintenance (NRR) shall include repairs not covered under QPM such as replacement or repair of pumps, control panel components, transducers, valves, switches, meters, and wiring. Emergency repairs (ER) are subject to a three-hour (3) response time. Additional information can be found in the following attachments:

Attachment 1: Leachate Pump Station O&M Manual 2021,

Attachment 2: Leachate Management Plan 2019,

Attachment 3: Leachate Pump Station Conforming Plans,

Attachment 4: Leachate Pump Station Asbuilts 2021, and

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

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

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

- 4.1 The Contractor submitting a proposal must demonstrate successful experience in maintaining similar systems to both the Leachate and Wheel Wash systems. It is the Offeror's responsibility to identify these similarities. Demonstration of this experience shall be by means of providing reference projects as required in Paragraph 8.0F.
- 4.2 Lead personnel shall have a minimum of five (5) years' experience in:
 - A. Monitoring and maintaining wastewater pump stations and treatment systems.
 - B. Troubleshooting and repair of electrical control maintenance systems.
 - C. Operations and maintenance (O&M) of mechanical systems.
- 4.3 All personnel must be certified in both OSHA HAZWOPER (40 hour) and Confined Space.
- 4.4 Debarment: By signing and submitting a proposal, Offerors certify that they are not currently debarred by any local or state government or the Federal Government.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise in each of the service groups for which they desire consideration for selection.

The services to be provided by the Contractor shall include, but not be limited to, the following:

5.1 General Scope of Services:

- A. A purchase order must be issued for each task prior to the start of work. The purchase order shall constitute the notice to proceed, unless otherwise indicated.
 - B. All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances, and regulations including State Health Department, Virginia Occupational Safety and Health Agency (VOSHA), and OSHA rules and regulations.
- 5.2 The Offeror shall designate an experienced Project Manager (PM) that will be assigned to the contract and be responsible for the management and performance

of all services. The PM shall be the County's primary point of contact throughout the contract period. Replacement of the PM must be approved in writing by the County per Section 6.15 of this RFP. The Offeror shall provide the PM's resume with relevant experience per RFP Section 8.0 – Proposal Submission Format, Section 8.G - Credentials of the Project Team.

- 5.3 At least two (2) individuals shall be proposed to provide regular preventive maintenance, troubleshooting, repair, and reporting.
- A. One (1) individual will be designated as a primary contact and the other as a secondary contact.
 - B. Each individual shall be certified in both OSHA HAZWOPER (40 hour) and Confined Space.
 - C. If Permit-Required Confined Space is necessary, offeror must be able to provide the adequacy trained and certified staffing to complete the work.
- 5.4 For all tasks, the Contractor is required to check in with the County Contract Administrator prior to performing any work. When required, electricians certified with the state of Virginia shall perform work. The Contractor shall be responsible for all necessary tools, equipment, and normal preventive maintenance materials.
- 5.5 Fee/rate Schedule: Hourly rates established under the resultant Contract shall include:
- A. Administrative items such as voice, data and video services, mailing services, printing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals, and other expenses deemed typical in the conduct of business.
 - B. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, and all overhead and incidental costs.
- 5.3 Maintenance & Repair Tasks:
- A. Task 1 - Quarterly Preventive Maintenance (QPM)
Preventive Maintenance, Troubleshooting, Repair and Reporting of Leachate Management System and Automated Wheel Wash System
 - 1. QPM for the LMS shall be referred to as Task 1A.
 - 2. QPM for the AWWWS shall be referred to as Task 1B.
 - 3. QPM shall be performed during four (4) evenly spaced site visits each year during March, June, September, and December. Visits are to occur within the first ten (10) days of the months specified.
 - 4. QPM shall be performed in accordance with manufacturers' recommendations and the attachments of this RFP. Additional information can be found in the RFP Attachments.
 - 5. Cost shall include all necessary tools, equipment, and normal preventive maintenance materials (filters, fluids, grease, etc.).
 - 6. Inspect the general condition of all components.

7. Inspect, test, and record observations of the following:
 - a. General site conditions,
 - b. Control panel functions and alarms,
 - c. Condition and operation of pumps, blowers, hoists, pipes, valves, air release valves, spray nozzles, hardware, and wiring,
 - d. Condition, operation, and calibration of variable frequency drive (VFD) pump controllers, gauges, switches, backflow preventers, flow meter, hour meters, and totalizers,
 - e. Condition and operation of the chemical injection and flocculent system,
 - f. Condition and operation of winterization system,
 - g. All manhole, sump, and tank liquid and sediment levels,
 - h. Clean and confirm accuracy of all transducers and floats,
 - i. Lighting, electrical panels and outlets,
 - j. Other items not listed above from the O&M Manuals and Manufacturer's Recommendations.
 8. A QPM report shall be submitted for each event.
 - a. A draft report shall be submitted electronically by March 30, June 30, September 30, and December 31.
 - b. Separate reports shall be submitted for the LMS and AWWWS.
 - c. Reports shall include:
 1. General Observations,
 2. Monitoring Spreadsheet with detailed recordings and observations,
 3. Annotated photographs,
 4. Previous quarterly maintenance visit data,
 5. Copies of all field notes,
 6. Plan for correcting any deficiencies or problems,
 7. Recommendations.
- B. Task 2 - Non-Routine Repairs (NRR)
1. NRR covers those that are not covered by QPM.
 2. NRR shall be billed based on the contract labor rates and materials costs. A price quote shall be provided prior to beginning any work.
 3. All NRR shall be tested by the Contractor to verify repair. Contractor shall demonstrate proper operation of the system to the Contract Administrator before leaving the site.

4. NRR includes but is not limited to:
 - a. Replacement or repair of pumps, control panel component, transducers, valves, switches, meters, and wiring
 - b. Flushing, vacuuming, pigging, video inspections of manholes, sumps, wet wells, tanks, pipes, and force main.

C. Task 3 - Emergency Repairs (ER):

1. ER covers the repair and replacement activities identified by the Contract Administrator as an emergency that requires immediate attention and are not covered by QPM or NRR.
2. Maximum three (3) hour response time for emergency repairs.
3. ER shall be billed based on the contract labor rates and materials costs. A price quote shall be provided as soon as possible.
4. All ER shall be tested by the Contractor to verify repair. Contractor shall demonstrate proper operation of the system to the Contract Administrator before leaving the site.

6.0 TERMS AND CONDITIONS

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

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, Department of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director, Department of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

6.2 Term

- A. The Agreement's initial term shall cover the period from May 1, 2022 through April 30, 2023, or an equivalent period depending on the date of Agreement award.
- B. This Agreement may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same 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.

- C. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy (unadjusted for seasonal changes) for the current twelve (12) month period. In no circumstances shall any increase exceed four percent (4%) per year.

6.3 Delays and Delivery Failures

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

6.4 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.

6.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

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

6.6 Insurance

5. 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.

6. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
 - a. 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.
 - b. 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.
 - c. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
7. 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.
 - a. Workers' Compensation:

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

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

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

Combined Single Limit:	\$1,000,000
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8. The following provisions shall be agreed to by the Contractor:
 - a. 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.
 - b. 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.
 - c. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
 6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing

the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 Hold Harmless

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

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Drug-free Workplace *

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

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places,

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

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

6.13 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.14 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.

6.15 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Director, Department of General Services or his/her authorized representative(s). 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.

6.16 Cost Proposals/Response Time

A. For Non-Routine Repairs or other requested services, the County will notify the Contractor when work is required. The Contractor shall respond to the County within forty-eight (48) hours after notification. The County will then schedule a meeting with the Contractor and the proper County representatives to discuss the work required. Based upon those discussions, the Contractor shall submit to the County a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Contractor hourly rates for each category, a narrative describing work to be performed and all non-labor related costs. All costs to complete the task must be identified in the cost proposal including those costs typically considered to be "reimbursable". No project costs are to be left out of the task order cost proposal. After review, negotiations and acceptance of the proposal, the County will issue a purchase order to perform the work. The

proposals shall be prepared at no cost to the County. Subcontractor mark-ups shall not exceed ten percent (10%).

The Contractors lump sum cost proposal shall contain a method to manage partial payments of the lump sum cost based on the completion of deliverables identified in the task order scope of work.

The Contractors lump sum cost proposal shall include a detailed schedule that clearly identifies subtasks, with durations and the total duration for the completion for the task order scope of services in calendar days.

When the scope of services involves work of such nature that the Contractor cannot reasonably estimate the time which would be required to provide the services, the County may agree to an hourly rate purchase order based on the actual hours worked times the hourly rates indicated in the Contractor's binding fee schedule and other approved expenses. A maximum purchase order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate purchase orders. When an hourly rate purchase order is used, the Contractor shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require supporting its billing request.

- B. For services required by the County that are not specifically identified in the Contract Labor Categories but covered under the Scope of Services, the Contractor shall submit to the County project manager, in the task order cost proposal, detailed costs for these services and tests. Any additional labor categories and fixed hourly rates developed apply only to the specific task order unless added to the contract by amendment.
- C. Emergency Response: In the event of a catastrophic event or other condition where the County Administrator has declared an emergency and there exists a need to use contracted services to assist in resolving the emergency, the Contractor shall respond within three (3) hours of notification.
- D. Travel expenses, not including to and from the job site, must be included in the task order cost proposal if required and will be based upon the current Loudoun County per diem rates.

6.17 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.

6.18 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.

6.19 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.

6.20 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.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted via hard copy to:

County of Loudoun, Virginia
Department of General Services
Division of Waste Management
PO Box 7100
Leesburg, VA 20177-7100
Attention: Jessica Wessel

Or submitted electronically to: dept-genserv-invoices@loudoun.gov with a cc to: jessica.wessel@loudoun.gov.

Upon receipt of invoice and final inspection and acceptance of the equipment and/or 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.

6.21 Payments to Subcontractors *

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

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

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

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

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

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

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

6.22 Assignment *

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

6.23 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

6.24 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving

rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

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

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

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

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

6.25 Severability *

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

6.26 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. 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.

6.27 Notices

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

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement

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.

6.28 Licensure

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

All business entities on the Offeror's proposed team must comply with the law with regard to their organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, commercial, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. All business entities on the Offeror's proposed team shall be eligible at the time of their proposal submittal, under the law and relevant regulations, to offer and to provide any services proposed or related to this RFP.

6.29 Authority to Transact Business in Virginia *

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

6.30 No Smoking

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

6.31 Confidentiality

A. Contractor Confidentiality

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

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

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

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

B. County Confidentiality

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

6.32 Counterparts

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

6.33 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemic, pandemic, 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.

6.34 Survival of Terms

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

6.35 Non-Waiver

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

6.36 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Open-End Contractors based on its sole discretion, in consideration of its knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.

6.37 Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under the resulting Contract and all subcontractors that they may utilize. Subcontractors who perform work under the resulting Contract shall be responsible to the Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them.

6.38 Ownership of Documents

Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Contractor in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting Contract without the prior written consent of the County. However, the Contractor may retain file copies which cannot be used without prior written consent of the County. The County agrees that the Contractor shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

6.39 Submissions

All project correspondence, design/review documents, reports etc., prepared by the Contractor shall be distributed to the County's Project Manager for each major phase and sub phase of the project in the quantities as directed. Within ten (10) days of project completion of each phase submit a project completion report with project close out documents to the County's Project Manager.

6.40 Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Contractor is responsible to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

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

7.1 Proposal Analysis Group

The PAG will be made up of representatives from the Loudoun County Department of General Services.

7.2 Evaluation Criteria

A detailed description of the criteria and proposal content requirement is provided in RFP Section 8.0 – Proposal Submission Format

- A. Understanding of tasks and technical approach as enumerated in Section 5.0 Scope of Work. **(20 Points)**
- B. Experience, and technical expertise including similar maintenance services of the designated Project Manager and Field Personnel **(15 Points)**

- C. Credentials of project team **(20 Points)**
- D. Capability for timely response **(5 Points)**
- E. Preparation of a draft monitoring spreadsheets (2) for the Leachate Management System and the Wheel Wash System, to be included in the quarterly reports **(10 Points)**
- F. Compliance with contractual terms **(5 Points)**
- G. Overall quality and completeness of the Proposal **(5 Points)**
- H. Cost of Services **(20 Points)**

7.3 Schedule

The following schedule is **tentative**. The number of proposals received will determine actual schedule.

Proposals Due	December 14, 2021
Shortlist Announcement	January 21, 2022
Interviews	February 7, 2022
Final Ranking Announcement	February 14, 2022

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

8.0 **PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. The PAG will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

- *Proposals should be tabbed and use doubled sided print.*
 - A. Signature Page (Page 32 and 33)
 - B. Documents: Include required documents but not limited to:
 - Proof of Authority to Transact Business Form (Page 34)
 - W-9, insurance certificate;
 - All Addendum issued by the County
 - "How did you Hear" form (Page 35).
 - C. Table of Contents
 - D. Submit your documentation to support your ability to fulfill the requirements from Section 4 of this RFP.
 - E. Understanding of the Tasks and Technical Approach to the Scope of Work
Provide a narrative addressing all the requirements contained Section 5.0,

Scope of Services of this RFP. Specifically address how you intend to accomplish the requirements for Tasks 1A, 1B, 2, and 3 with any additional recommendations to provide a complete maintenance program.

1. Provide an example of an Excel spreadsheet suggesting frequency (quarterly, semiannual, annual, or other) of suggested cleaning (flushing, vacuuming, pigging, video inspections) of manholes, sumps, wet wells, tanks, pipes, and force main for the LMS.
2. Provide an example of an Excel spreadsheet suggesting frequency (quarterly, semiannual, annual, or other) of suggested cleaning (flushing, vacuuming) of sumps and pipes for the AWWWS.
3. Describe you firms' experience working in confined space environment.

F. Technical Expertise of Similar Maintenance Services.

Demonstrate successful experience working with electrical controls, monitoring systems, water pump and treatment systems, and O&M of mechanical systems similar to the systems in place at the Loudoun County Solid Waste Management Facility.

Demonstration of this experience shall be by means of providing three (3) project references that are in progress or have been successfully completed within five (5) years from the date of this RFP. Each project reference shall include:

1. Name and location of project.
2. Project description of sufficient detail to allow determination of project's size and scope and identification and description of similar characteristics to the equipment identified in this RFP.
3. Photographs that clearly show the quality of all key aspects of the work.
4. Names, addresses, current phone numbers, and e-mail addresses of owner's representative (if applicable), and owner. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

G. Credentials of Project team

1. Provide a staffing plan. Identify primary and secondary points of contact per RFP Section 5.0.
2. The entire project team that will work on the equipment identified in this RFP will be evaluated. Identify Project Manager and key technicians that will be maintaining Loudoun County's equipment.
3. Provide resumes of the Contractor's proposed team including the project manager and all technicians that will be working on Loudoun County's equipment. Resumes must verify that the Minimum Qualification contained in Section 4.0 if this RFP are met. Resumes shall include:

- a. a chronological list of experience related to the tasks of this RFP with sufficient detail to confirm individual has the required experience.
- b. Projects in the resume should contain contractual start and completion dates, contractual costs, role individual held, description of project.
- c. all relevant licenses, degrees, and certifications.

The submittal shall contain documentation to verify all licenses, degrees and certifications identified in the resume.

H. Capability for Timely Response

- 1. Identify primary work location (City/Town and State) of all team members identified in the proposal.
- 2. Provide proximity of Offerors office to Loudoun County Solid Waste Management Facility (driving time) and acknowledgement and understanding of required response times as set forth in Section 5.0, Scope of Services of this RFP.

I. Example Routine PM Site Visit Monitoring Spreadsheets for the Leachate Management System (LMS) and the Automated Wheel Wash System (AWWS). Using the various provided operating manuals and other documents:

- 1. Provide an example of an Excel spreadsheet containing required and or suggested monitoring data to be recorded for the LMS components to be included in a Quarterly Preventive Maintenance (QPM).
- 2. Provide an example of an Excel spreadsheet containing required and or suggested monitoring data to be recorded for the AWWS components to be included in a Quarterly Preventive Maintenance (QPM).

The above Example spreadsheets are to be modified or updated as per the County and the Successful Bidder prior to and or during the commencement of the Successful proposers Contract.

J. Compliance with Contractual Terms

Offerors shall provide a statement confirming they agree with the contract Terms and Conditions described herein, or if not, provide detail on which Terms and Conditions they do not agree. The offeror may also provide any additional pertinent information not already requested herein and/or any suggested variations to the Scope of Services.

K. Overall Quality and Completeness of Proposal

Proposals will be reviewed for completeness, attention to detail, clarity, organization, and appearance.

L. Cost of Services

Offerors shall submit a cost proposal in a separate binder using the cost forms provided in Attachment 6. Task 1A, and 1B shall be fixed rates and should

include all necessary tools, equipment, and normal preventive maintenance materials. Task 2 and Task 3 shall be based upon contractual hourly rates and material costs. In addition to the fixed fee and hourly rates, at a minimum provide supporting documentation on the development fee to include hourly labor rates and the method for estimating transportation, durable and expendable materials costs, and any other assumptions and exclusions.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local atomic time on the date identified on the cover of the RFP. An atomic clock is located in the Division of Procurement. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via:

US Mail to:

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

OR

Hand delivered to:

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., **1st Floor, Procurement Bids and Proposals Drop Box**
Leesburg, Virginia 20175.

OR

Private carrier (UPS/FedEx) to:
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow *at least* an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time).

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal 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 PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

- H. Each offeror shall submit one (1) hard copy original (electronic signatures are acceptable) and (1) electronic copy in a single, searchable PDF file on a USB flash drive, of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP. **NOTE:** The Cost of Services Spreadsheet needs to be provided in excel.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, we request that all questions are received **by 5:00 p.m. November 16, 2021**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Inspection of Site

All proposers 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 his obligation to carry out the scope of the resulting Contract.

On-site inspections will be conducted during the mandatory pre-bid conferences. **An additional site inspection will be available on November 15, 2021. To participate in this site inspection, you must register with Jessica Wessell jessica.wessell@loudoun.gov no later than two days prior to the site visit and check in at the Scale House between 1:00 pm and 1:15 pm.** The site inspection will begin at 1:15 pm, late arrivals will not be included in the site visits since all contractors participating in the site visit must be escorted at all times. County Staff will not be available to respond to questions during this site inspection opportunity.

Individuals attending the site visit shall wear face coverings and COVID-19 related personal protective equipment.

9.4 Completion

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded.

9.5 Firm Pricing for County Acceptance

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

9.6 Unit Price

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

9.7 Proprietary Information

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

9.8 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.9 Withdrawal of Proposals

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

9.10 County Furnished Support/Items

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

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

9.11 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.12 Late Proposals

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

9.13 Rights of County

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

9.14 Prohibition as Subcontractors

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

9.15 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a

straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.16 Notice of Award

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

9.17 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Budget.

9.18 Debarment

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

9.19 Proof of Authority to Transact Business in Virginia

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

9.20 Cooperative Procurement

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

9.21 W-9 Form Required

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

9.22 Insurance Coverage

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

9.23 Legal Action

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

9.24 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the Offeror to ensure that it has received all Addenda and included them in their proposal. Addenda can be downloaded from www.loudoun.gov/procurement.



Loudoun County, Virginia

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

PREVENTIVE MAINTENANCE, TROUBLESHOOTING, REPAIR & REPORTING OF LEACHATE MANAGEMENT SYSTEM & AUTOMATED WHEEL WASH SYSTEM AT THE LOUDOUN COUNTY SOLID WASTE MANAGEMENT FACILITY

PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in Request for Proposal RFQ 434782

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

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

ITEM:	INCLUDED: (X)
1. W-9 Form (9.21):	_____
2. Certificate of Insurance (9.22):	_____
3. Addenda, if any (Informality) (9.2):	_____
4. Electronic copy of proposal (single, searchable PDF file)	_____

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

1. Addenda, if any (9.2):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form (Page 31):	_____

4. Proposal: One (1) original and (9.1H)
(1) electronic copy in a single, searchable PDF file
(to include Attachment 6 – Cost of Services in excel)

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email: _____

Name and title of person authorized to bind the offeror (9.7):

Name: _____ Title: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents 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 REQUEST FOR PROPOSAL?

RFQ 434782

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

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

☐ Other _____

SERVICE RESPONSE CARD

RFQ 434782

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: Procurement •
PO Box 7000 • Leesburg, VA 20177**