Loudoun County, Virginia

INVITATION FOR BID

DULLES SOUTH RECREATION CENTER
PHASE 5 POOL FILTER UPGRADES

ACCEPTANCE DATE: Prior to 4:00 p.m., December 14th, 2021 "Atomic" Time

IFB NUMBER: RFQ 443782

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 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. The plans and specifications for this project are contained on a CD that you can be obtained 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. Each CD contains a geotechnical report.

Bidders may also request that the plans and specifications be sent to them using the Microsoft One Drive. Bidders will receive a first email from the Contracting Officer. Then, bidders 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. Bid Forms. Bid forms may be downloaded from the County's web site: www.loudoun.gov/procurement.

C. Pre-Bid Conference. Two (2) Mandatory Pre-Bid Conferences for clarification of any questions regarding the plans and specifications will be held at the Dulles South Recreation Center located at 24950 Riding Center Drive, South Riding, VA 20152. The first Mandatory Pre-Bid Conference will be held **on November 4, 2021, at 1:00 PM and the second on November 5, 2021, at 1:00 PM. Attendance at one of the Pre-Bid Conferences is mandatory for all bidders. Failure to attend one of these conferences will result in your bid being deemed non-responsive and rejected. Bidders must be present prior to the beginning of the conference. Bidders 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 can be found in Section 19, Instruction to Bidders, Paragraph 19.4. 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:

Name: Farah Navder
Title: Contracting Officer
Phone: (703) 771-5438
E-mail address: Farah.Navder@loudoun.gov
This document can be downloaded from our web site:
www.loudoun.gov/Procurement

Issue Date: October 26, 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.

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PHASE 5 – POOL FILTER UPGRADES

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ATTACHMENT I	**COUNTY-CONTRACTOR AGREEMENT (Contained herein)**
ATTACHMENT 2	**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**
ATTACHMENT 3	**PLANS & SPECIFICATIONS**

Authorized By: Farah Navder Date: 10/26/2021
Contracting Officer

DULLES SOUTH RECREATION CENTER
PHASE 5 – POOL FILTER UPGRADES

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 Contractor to replace the pool filtration system at the Dulles South Recreation Center Competition Pool, located at 24950 Riding Center Drive, South Riding, VA 20152.

The Dulles South Recreation Center Competition Pool was built in 2018, but the existing mechanical system does not effectivity remove chloramines from the pool environment. The aim of this work is to correct this deficiency. The scope of this project is to provide an updated pool water filtration system which will include demolition of existing filter system and associated network of piping, installation of new filter tanks and piping with an exterior enclosed structure.

The facility will remain in full operation during all demolition work and new work for 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. Some staff parking must be accessible for the public to this building 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 for certain parts of the work to ensure no disruption to the normal operation of the pool or the facility. A scheduled shut down will be necessary for new work connections to existing, this shall not exceed two (2) weeks.

Protection from all debris from entering the pool will be the sole responsibility of the contractor. If debris enters the pool, the contractor will cover all expense to drain and clean the pool in addition to a $1,000.00 for each day the pool is not available to the public as compensation to the County for lost revenue.

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

Project Timeline. The Contract Time is one-hundred-twenty (120) calendar days from Notice to Proceed to Substantial Completion. Notice to Proceed (NTP) will not be given until all materials and equipment are delivered and inspected by the County or their representative. All material and equipment submittals required by the specifications shall be submitted to the County no later than thirty (30) calendar days from the date of contract execution and approved by the County no later than sixty (60) calendar days from the date of contract execution.

Project Milestones:

- Substantial Completion of work shall not be given until after the filtration system has been function tested.
- Final Completion and the completion of punch list items; ten (10) calendar days after Substantial Completion.

The Contractor shall be responsible for all surveying to ensure the project is installed per the Plans and Specifications contained in Attachment 3. Any deviations from the Contract Documents shall be specifically requested via Request for Information (RFI) submitted to the Architect/Engineer of Record. All deviations shall be noted in the Contractor's "Record Set" of Construction Documents. Upon completion of the Project, two (2) hard-copy sets, and one (1) digital copy of "Record Set" Construction Documents shall be provided to the County.

Lastly, the County will require the Contractor awarded this Project to use e-Builder Construction Program Management Software. The County will purchase two (2) 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:

- Contractor must be registered as a Commonwealth of Virginia Contractor: Class A. Contractor must include a copy of the Class A Contractors license in their 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 renovations to masonry buildings on constrained sites 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 $400,000, that have been completed within (10) ten years from the date of this IFB. Project references that include renovations to pool filtration systems for community center or recreational facilities that are occupied during the renovations, 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.
- Initial and final construction cost
- Original and final completion date.
- Penalties assessed such as liquidated damages.
- Project description of sufficient detail to allow determination of projects size and scope to include structural elements

involved in the project and the project's gross square footage. Project references shall also include:

- Contract schedule milestones
- 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 email address 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 February 1st, 2021, as amended, and prepared By Karl Riedel Architecture, PC., 4 Loudoun Street, SW Leesburg, VA 20175, 703.771.3990

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. The 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 fifteen (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 ESCROW ACCOUNT FOR RETAINED FUNDS

Not Used.

18.0 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.

19.0 INSTRUCTIONS TO BIDDERS

19.1 Preparation and Submission of Bids

A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.

B. Pricing must be submitted on IFB pricing form only. Include other information, as 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 as well as "Division of Procurement".

D. All bids shall be signed in ink by the individual or authorized principals of the firm.

E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.

F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this IFB. The 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 or using a private carrier 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. Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of 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:
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 bids will not be accepted.

Please note: Bidders choosing to submit bids via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

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 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. Failure by a bidder to address and label their bids in accordance with the requirements of this section may result in bid being delivered to an incorrect location which will ultimately result in bid rejection for late submission.

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.

Please join my meeting from your computer, tablet, or smartphone.

https://global.gotomeeting.com/join/879997245

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)
United States:+1(224)501-3412
One-touch: tel:+12245013412,,879997245#

Access Code: 879-997-245

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/879997245

19.2 Questions and Inquiries

Questions and inquiries will be accepted in writing (email) only 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. on November 23, 2021**. 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.

19.3 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.

19.4 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.

On-site inspections will be conducted during the mandatory pre-bid conferences. **An additional site inspection will be available on November 16, 2021. To participate in this site inspection, you must register with John Campbell at** John.Campbell@loudoun.gov **no later than two days prior to the site visit and check in at the Dulles South Recreation Center main entrance front desk between 10:00 am and 10:15 am**. The site inspection will begin at 10:15 am, 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.

19.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of one hundred and twenty (120) days from bid opening date.

19.6 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.

19.7 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.

19.8 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.

19.9 Subcontractors

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

19.10 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.

19.11 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**.**

19.12 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.

19.13 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 Loudoun County and the Commonwealth of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.

19.14 Anti-Trust Violations

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

19.15 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.

19.16 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.

19.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement).

19.18 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 Director, Department of Finance and Budget.

19.19 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.

19.20 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance 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.

19.21 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by a local or state government or 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.

19.22 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.

19.23 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.

19.24 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.

19.25 Acknowledgement of Contract

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

19.26 Legal Action

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

19.27 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.

19.28 Unit Price Items

Not used.

19.29 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 5 – POOL FILTER UPGRADES

The firm of _____
hereby offers to achieve substantial completion of the Dulles South Recreation Center Phase 5 – Pool Filtration Upgrades in accordance with this Invitation for Bid within 120 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 5 – Pool Filter Upgrades

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 (19.23):	_____
2.	Certificate of Insurance (19.24):	_____
3.	Addenda, if any (Informality) (19.11):	_____
4.	One (1) electronic copy on USB Flash drive	_____

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 (19.2):	_____
2.	Payment Terms:	_____ net 30 or ____ Other
3.	Proof of Authority to Transact Business in Virginia Form (Page 22):	_____
4.	Bid Bond (19.19):	_____
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) _____
c. References (3.4) _____

Person to contact regarding this bid:_____

Title:_____ Phone:_____ Fax:_____

E-mail Address:_____

Name of person authorized to bind the Firm (19.7):_____

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-443782
Please take the time to mark the appropriate line and return with your bid.

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

☐Other_____

SERVICE RESPONSE CARD

RFQ-443782 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 _____ hereinafter referred to as the "Project," 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. 443782 dated October 26, 2021 including any addenda;
Attachment 2	The General Conditions of the Construction Contract; including any addenda;
Attachment 3	The Contract Plans and Specifications including any 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 AND CONSTRUCTION SUPPORT SERVICES FIRM

1.1 The Architect/Engineer (hereinafter referred to as the "A/E and as defined in the General Conditions) shall be Karl Riedel Architecture, P.C., whose address is 4 Loudoun Street, SW. Leesburg, Virginia 20175. Provided, however, that the County may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its A/E

and so advising 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.

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 thirty (30) calendar days from the date of contract execution and approved by the County no later than sixty (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 120 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:

ACTIVITY:	DATE:
Submittal Approval/Equipment/Material Purchased	No later than 60 calendar days after contract execution.
Substantial Completion / Certificate of Occupancy	120 calendar days after Notice to Proceed.
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 2.4 above, will be applied as follows:

Milestone	Liquidated Damages
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 section 2.5 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 9.3.6 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 During the performance of this Contract, the Contractor agrees as follows:

a. 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.

b. 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.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

5.5 During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation,

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

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

5.6 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 Finance & Budget
P.O. Box 7000
1 Harrison Street, S.E
Leesburg, VA 20175

If sent via (a) or (b)
County of Loudoun Virginia
Division of Procurement
ATTN: Purchasing Agent
1 Harrison Street, S. E.
Leesburg, VA 20175

If sent via (c)
County of Loudoun, Virginia
Division of Procurement
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.

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 will 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	**CONTRACTOR**
Division of Procurement	
1 Harrison Street, S.E.	
Leesburg, VA 20175	
Phone: (703) 777-0403	Phone:
Fax: (703) 771-5097	Fax:
By: _____	By: _____
Name: Farah Navder	Name: _____
Title: Contracting Officer	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:

By: _____
Robert J. Sproul
Assistant County Attorney