



Loudoun County, Virginia

INVITATION FOR BID

**CONSTRUCTION OF NEW LOUDOUN COUNTY TRANSIT
MAINTENANCE AND OPERATIONS FACILITY (TMOF)**

ACCEPTANCE DATE: Prior to 4:00 p.m., September 11, 2012 "Atomic" Time

IFB NUMBER: QQ-01740

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

ONLY THOSE FIRMS PREQUALIFIED THROUGH QQ-01369 ARE ELIGIBLE TO SUBMIT BIDS FOR THIS PROJECT. BIDS FROM NON-PREQUALIFIED FIRMS WILL NOT BE CONSIDERED.

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your bid include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 16 and 17.23. Please complete the Proof of Authority to Transact Business in Virginia form on page 21 of this solicitation and submit it with your bid. Failure to provide this information or providing inaccurate or purged information shall result in your bid being rejected.

A Pre-Bid Conference will be held on August 20, 2012 at 1:00 p.m. in the Lovettsville conference room located at 211 Gibson Street, Leesburg, Virginia for clarification of any questions on the drawings, specifications and site conditions.

Plans and specifications CDs, and bid forms may be picked up at the Division of Procurement at the address above between the hours of 9:00 a.m. and 5:00 p.m. weekdays or call (703) 777-0403. Each CD contains a geotechnical report. A release form must be signed and submitted prior to obtaining a CD.

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

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

Christopher Bresley, CPPB

Contracting Officer

(703) 777-0394

E-mail address: Christopher.Bresley@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: August 8, 2012

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

INVITATION FOR BID
**CONSTRUCTION OF NEW LOUDOUN COUNTY TRANSIT
 MAINTENANCE AND OPERATIONS FACILITY (TMOF)**

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Authorized By: Christopher Bresley, CPPB Date: August 8, 2012
 Contracting Officer

CONSTRUCTION OF NEW LOUDOUN COUNTY TRANSIT MAINTENANCE AND OPERATIONS FACILITY (TMOF)

1.0 PURPOSE

The Intent of this Invitation for Bid is to obtain the services of a qualified General Contractor to construct the new Loudoun County Transit Maintenance and Operations Facility (TMOF). This project is located at the end of Loudoun Center Place in Leesburg, VA 20176, behind the County's Vehicle Maintenance Facility located at 42000 Loudoun Center Place, and consists of two separate but related buildings and two separate parking lots. The project site is pad ready and has as built drawings. Existing on site are required retaining walls, rainwater cisterns that will accept roof leaders, storm water retention pond, storm water inlets and water lines.

The small building to be constructed is an Administration building. This building is approximately 9,000 sf, one story on slab, lightweight metal construction clad with brick, block and metal panel siding. Roofing is low slope, curved metal. This building contains HVAC and Electrical room, main I.T. room, offices, conference room, bus driver waiting/ready rooms, toilets, showers and locker rooms. There is a movable partition in this building as well as standard office finishes.

The large building to be constructed is a one story Bus Maintenance building of approximately 21,000 sf. This Maintenance building utilizes a prefabricated metal structure, has masonry and composite metal panel cladding and metal roofing. This building has five (5) bays for commuter bus maintenance, plus a drive through bus wash and detail bay, a tire room, parts counter, storage room, administrative offices, reclaim room, lube/compressor room, work bench areas, electrical, I.T. and HVAC room and mezzanine.

Parking on site includes a lot for 88 commuter buses as well as a separate employee vehicle parking lot.

This project utilizes ground source heat pumps and geothermal wells, solar thermal (hot water) and will be LEED Certified.

This project includes five deductive alternates which are clearly stated in project documents as well as in Specification Section 01 23 00 and Section 17.16 of this IFB.

This project has a pad ready site with newly installed, underground rain water cisterns. However, the winning Building Contractor from this IFB will be responsible for installing all geothermal work including vault and wells, tying in all roof leaders to cistern system and providing all wet utilities.

A geothermal test well exists onsite and shall be utilized by the Contractor as part of the final geothermal system. This project is designed to meet USGBC LEED version 3 (2009) Silver Certification.

This project is unclassified. Contractor is responsible for all rock encountered, unsuitable soils removal and suitable soil replacement.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (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 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by CH2M Hill.

4.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

5.0 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.

6.0 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.

7.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

Loudoun County government 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.

8.0 ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 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.

9.0 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.

10.0 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.

11.0 FAITH-BASED ORGANIZATIONS

Loudoun County does not discriminate against faith-based organizations.

12.0 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.

13.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

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 Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- F. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

14.0 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.

15.0 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.

16.0 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.

17.0 INSTRUCTIONS TO BIDDERS

17.1 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 Invitation for Bid pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the Invitation for Bid requiring execution by the firm are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of this IFB. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.
- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid.

17.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB

may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 5:00 p.m. Friday, August 31, 2012**. 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.

17.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

17.4 Inspection of Site

All bidders are encouraged make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. The site is available for Contractor inspection at any time without notifying the County. Failure to comply with this requirement will not relieve the successful bidder of his obligation to carry out the scope of the resulting contract.

17.5 Firm Pricing for County Acceptance

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

17.6 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 Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

17.7 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.

17.8 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 his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

17.9 Subcontractors

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

17.10 References

All bidders shall include, with their bids, a list of five (5) references for whom comparable work has been performed. Bidder must have experience completing at least one similar project and completing one LEED Certified project. Bidder hereby releases listed references from all claims and liability for damages which may result from the information provided by the reference. Bidders shall:

- A. Provide a list of a minimum of five (5) projects of similar scope and size completed within the last eight (8) years. The list shall include projects demonstrating the successful installation of geothermal systems. Lists are to include names and addresses of projects,

square footage, brief description of the project, and names, addresses, current phone numbers, and e-mail addresses of architects and owners.

- B. Provide a minimum of two (2) 3"x5" color photographs of each project listed as examples for General Contractor's work. Provide at least one (1) exterior and one interior photograph that demonstrate craftsmanship and skills similar to the proposed project
- C. Include with your bid, references and project history for the subcontractor providing and installing the geothermal system. Include a list of three (3) references for whom comparable work has been performed. Bidder hereby releases listed references from all claims and liability for damages which may result from the information provided by the reference.

Failure to include references may be cause for rejection of the bid as non-responsive.

17.11 Late Bids

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

17.12 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.

17.13 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.

17.14 Vendor Preference in Tie Bids

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

17.15 Anti-Trust Violations

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

17.16 Basis for Award

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

In the event that all responsive and responsible bids exceed the budget for this project, Bid Deduct # 1, Delete vehicle lift equipment (Specification Section 01 23 00) shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

In the event that all bids still exceed the budget for this project, Bid Deduct # 2, Delete bus wash and reclaim system equipment (Specification Section 01 23 00) plus Bid Deduct #1 shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

In the event that all bids still exceed the budget, Bid Deduct #3, Delete solar thermal hot water system equipment (Specification Section 01 23 00) plus Bid Deducts #1 and #2 shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

In the event that all bids still exceed the budget, Bid Deduct #4, Provide asphalt pavement in lieu of concrete within bus parking spaces per the limits shown in Drawing C-0005 (Specification Section 01 23 00) plus Bid Deducts #1, #2 and #3 shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

In the event that all bids still exceed the budget, Bid Deduct #5, Provide asphalt pavement in lieu of concrete within bus parking lot drive aisles per the limits shown on Drawing C-0005 (Specification Section 01 23 00) plus Bid Deducts #1, #2, #3 and #4 shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

The County reserves the right to obtain additional funding.

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.

17.17 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.

17.18 Notice of Award

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

17.19 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

17.20 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.

17.21 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.

17.22 Debarment

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

17.23 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>.

17.24 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>.

17.25 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.

17.26 Acknowledgement of Contract

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





Loudoun County, Virginia

Division of Procurement
 One Harrison Street, 4th Floor, MSC #41C
 Leesburg, Virginia 20175

PRICING PAGE
CONSTRUCTION OF NEW LOUDOUN COUNTY TRANSIT
MAINTENANCE AND OPERATIONS FACILITY (TMOF)

The firm of _____ hereby offers to achieve substantial completion of the Construction of the New Loudoun County Transit Maintenance and Operations Facility (TMOF) in accordance with this Invitation for Bid within four hundred and twenty (420) days after Notice to Proceed.

Base Bid

Construction of the LC TMOF	Base bid	\$ _____
Itemized Pricing- Geothermal wells drilling and horizontal Work Including tie in to building, all labor and materials	+	\$ _____
Itemized Pricing- Complete building security system, including all components but not limited to access control and video surveillance equipment.	+	\$ _____
Lump Sum		\$ _____

Bid Deduct Items

Bidders shall provide a price for the items listed below. If all bids exceed the budget, the following items shall be deducted from all bids in the following order pursuant to Section 17.16 of the IFB and the bids recalculated. Refer to Specification Section 01 23 00

Deduct #1: Delete vehicle lift equipment	\$ _____
Deduct #2: Delete bus wash and reclaim system equipment	\$ _____
Deduct #3: Delete solar thermal hot water system equipment	\$ _____
Deduct #4: Provide asphalt pavement in lieu of concrete within bus parking spaces per the limits shown in Drawing C-0005	\$ _____

Deduct #5: Provide asphalt pavement in lieu of concrete within bus parking lot drive aisles per the limits shown on Drawing C-0005

\$ _____

Unit Price Items

NOTE: The Base Bid shall include all of the extended prices of the Unit Price items listed below.

This project is **unclassified**. Contractor is responsible for all rock encountered, unsuitable soils removal and suitable soil replacement to subgrade elevation. Bidders shall give unit price for each of the items listed below for use in case of unforeseen scope revisions. Owner directed scope revisions to the base contract will be measured quantities and paid using the unit prices. The activity schedule and schedule of values shall include each Unit Price Item as a separate line item.

Item	Unit Price
1. Removal of unsatisfactory soil and replacement with satisfactory soil material	\$ _____/CY
2. Mass rock excavation and replacement with satisfactory soil material	\$ _____/CY
3. Trench rock excavation and replacement with satisfactory soil material	\$ _____/CY
4. Furnish and install additional buried 1 inch PVC conduit	\$ _____/LF
5. Furnish and install additional buried 2 inch PVC conduit	\$ _____/LF
6. Furnish and install additional buried 4 inch PVC conduit	\$ _____/LF
7. Furnish and install additional buried duct bank with 4 inch PVC conduit	\$ _____/LF
8. Furnish and install additional buried duct bank with 6 inch PVC conduit	\$ _____/LF

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

A. 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 (17.24):	_____
2. Certificate of Insurance (17.25):	_____
3. Addenda, if any (Informality) (17.12):	_____
4. Geotechnical Report Release Form	_____

B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (17.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ other
3. Proof of Authority to Transact Business in Virginia Form Page 20):	_____
4. Bid Bond (17.20):	_____
5. References (17.10) (Include Geothermal Sub-Contractor)	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (17.7): _____

Signature: _____ Date: _____

Address: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, 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?

QQ-01740

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

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

Other _____

SERVICE RESPONSE CARD

QQ-01740

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Patty Cogle • Procurement •

(Proposed)

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT for construction of _____, herein after referred to as the "Project", executed in three (3) originals, effective this ____ day of November, 2012, is by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "Owner"), and _____ (herein referred to as the "Contractor").

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

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

- Attachment 1 The Owner's Invitation for Bid No. QQ-01740 dated August 8, 2012, including any addenda.
- Attachment 2 The Contract Plans, Specifications and General Conditions, including any addenda.
- Attachment 3 The Contractor's bid dated _____.

In the event that Attachment 3 contradicts or limits this Agreement or Attachments 1 and 2, this Agreement and Attachments 1 and 2 shall prevail.

Article 1

ARCHITECT/ENGINEER

1.1 The Architect/Engineer (hereinafter referred to as the "A/E and as defined in the General Conditions) shall be CH2M Hill, whose address is 15050 Conference Center Drive, Suite 200, Chantilly, VA 20151. Provided, however, that the Owner 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 upon the date established in the Notice to Proceed.
- 2.2 Time is of the essence in this Agreement.
- 2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than 420 days from the date of Notice to Proceed (NTP). This time period shall be designated the Contract Time.
- 2.4 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

<u>ACTIVITY:</u>	<u>DATE:</u>
Substantial Completion / Certificate of Occupancy	420 days from the date of NTP
Completion of all punch list work	45 Days after Substantial Completion

- 2.5 The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, and each Milestone designated in Article 2.4 above, within the applicable interim Milestone date, shall be as hereinafter stated.

<u>Milestone</u>	<u>Liquidated Damages</u>
Substantial Completion of Project/OP	\$800 /For Each Consecutive Calendar Day
Completion of all punch list work	\$800 /Item/For Each Consecutive Calendar Day

- 2.6 The amount of liquidated damages set forth in Articles 2.5 above shall be assessed cumulatively. This provision for liquidated damages does not bar Owner'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.
- 2.7 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 SUM

- 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 Owner 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 Sum").

Article 4

PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.6.3 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the A/E a Pay Request Application in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 5

OTHER REQUIREMENTS

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Guarantee Bond (as described in section 9.8.5.2 of the General Conditions) and Certification of Insurance as required by the Contract Documents.
- 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 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.

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 AGREEMENT AND SEVERABILITY

- 7.1 This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the Owner, or any agent, consultant, or independent Contractor employed by the Owner and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the Owner shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid, 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.

Article 8

APPLICABLE LAWS/FORM

- 8.1 This Contract shall be governed in all respects 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.

Article 9

COUNTERPARTS

9.1 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.

Witness the following signatures:

COUNTY OF LOUDOUN, VIRGINIA
Division of Procurement
One Harrison Street, S.E., MSC #41C
Leesburg, VA 20175
Phone: (703) 777-0394
Fax: (703) 771-5097

CONTRACTOR

Phone:
Fax:

By: _____

By: _____

Name: Christopher Bresley, CPPB

Name: _____

Title: Contracting Officer

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

ACKNOWLEDGEMENT

Geotechnical/Geophysical Release Form

This form shall be signed and submitted prior to obtaining plans and specifications from the Division of Procurement. CD's will not be released if a signed form has not been submitted.

As evidenced by the Bidder's signature below, the attached Geotechnical and/or Geophysical Engineering Report(s) dated December 1, 2010 and, related to IFB QQ-01740 – Construction of the New Loudoun County Transit Maintenance and Operations Facility (TMOF) Buildings, is being made available to the Bidder in good faith in order to apprise the Bidder of the information within the possession of the County. The Bidder understands that these report(s) are for informational purposes only and are not part of the Contract and the County provides no warranty as to the accuracy, completeness, or correctness of such report(s). These report(s) were developed for design purposes only. The Bidder agrees to indemnify and hold harmless the County from any costs, claims, extension of Contract time, or liabilities of any kind resulting from the use of these reports.

This information should only be used by the Bidder to facilitate preparation of the price proposal and should not be solely relied upon for preparation of the bid or other incidental costs or additional Contract time associated with the construction of this Project. By making this information available, the County is not classifying the site. Additionally, this information is not a substitute for personal and independent investigation, interpretation, and judgment by the Bidder. A complete design level geotechnical investigation can be performed by the successful Bidder to verify and augment the information included herein. In the event the Bidder elects not to perform his/her own investigation of the subsurface conditions prior to the submission of the Bid, the Bidder will relinquish the County from any liability, extension of Contract time, or cost associated with this decision. It is the obligation of the Bidder to make his/her own interpretation of all subsurface data that may be available and satisfy himself/herself, through his/her own independent investigation, as to the nature, condition, and extent of the material to be excavated, graded, or driven through or any other geotechnical aspect of this Project.

The submission of a Bid shall be considered conclusive evidence that the Bidder has satisfied himself/herself as to the subsurface conditions that could be encountered in performing the work for the Project.

FIRM NAME: _____

Principal or authorized representative (Print Name)

Date

Principal or authorized representative (Signature)

Date