



Loudoun County, Virginia

---

## INVITATION FOR BID

### SYSTIMAX CABLING SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., May 29, 2013, "Atomic Time"

IFB NUMBER: QQ-01802

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

**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 8.34 and 9.23. Please complete the Proof of Authority to Transact Business in Virginia form on page 30 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.

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

Sandra A. Lineberry, CPPB  
Contracting Officer  
(703) 777-0137  
(703) 771-5097 (Fax)  
E-mail address: [sandra.lineberry@loudoun.gov](mailto:sandra.lineberry@loudoun.gov)

This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: May 8, 2013

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

### SYSTIMAX CABLING SERVICES

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE .....	3
2.0 BACKGROUND .....	3
3.0 COMPETITION INTENDED .....	3
4.0 DISCREPANCIES .....	3
5.0 BIDDER'S MINIMUM QUALIFICATIONS .....	4
7.0 GENERAL PERFORMANCE REQUIRMENTS .....	8
8.0 CONTRACT TERMS AND CONDITIONS .....	9
9.0 INSTRUCTIONS TO BIDDERS.....	22
10.0 BID SUBMISSION FORMS.....	28
APPENDIX I .....	33

Prepared By: s/Sandra A. Lineberry Date: May 8, 2013  
Sandra A. Lineberry, CPPB  
Contracting Officer

# **SYSTIMAX CABLING SERVICES**

## **1.0 PURPOSE**

The intent of this Invitation for Bid (IFB) is to obtain fixed price bids from certified Systimax resellers to provide the following services for the County:

- (1) Install cable drops - adds, moves, and changes;
- (2) Install and provide maintenance/repair as needed to building and campus fiber and copper cable and associated infrastructure; and
- (3) Provide warranty services for all existing installed Systimax cable systems.

The cable drop installations shall be fixed price per drop to include labor and material costs. The building and campus fiber and copper cable installation and maintenance/repair services shall be provided at a fixed hourly rate with materials being provided at a discount off list. The Systimax warranty services are to be provided at no cost to the County.

The Contractor shall, at its own expense, participate in an on-site Contract kick-off meeting, if requested by the County.

The County anticipates awarding a one (1) year contract, with four (4), one year (1) renewal options for a maximum five (5) year contract.

## **2.0 BACKGROUND**

The County has four (4) main buildings and approximately 111 remote facilities which include Libraries, Public Safety Centers, Community Centers and Park facilities. The current cabling standard for the County is Systimax using CAT 5e and CAT 6. These standards are documented in Loudoun County Cabling Standards which are provided as Attachment 1.

## **3.0 COMPETITION INTENDED**

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

## **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](http://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 BIDDER'S MINIMUM QUALIFICATIONS**

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

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

- 5.1 Bidders shall currently have Systimax certification by the manufacturer to install, maintain, and provide warranty services on Systimax certified cabling systems. A copy of certification shall be included at time of bid submittal.
- 5.2 Bidders shall have, on staff, Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designers (RCDD) to design the telecommunications distribution infrastructure for all new construction, major renovations or remodeling. A copy of BICSI RCDD certification shall be included at time of bid submittal.
- 5.3 Bidders shall demonstrate that they have been in the business of installing and maintaining Systimax cabling systems for a minimum of four (4) years prior to the award of the contract.
- 5.4 Bidders shall demonstrate that they have provided cabling services for a minimum of three (3) organizations of similar size and scope to Loudoun County. This list shall include company name, person to contact, address and telephone number as well as the description of work performed and the total value of the contract and the contract period.
- 5.5 Bidders shall include with their bid, the name of any/all employees assigned to conduct the work required in this IFB. The Department of Information Technology, at its discretion, may conduct a thorough criminal background check of all of awardee's employees. In addition, criminal background checks may continue on any newly assigned employee throughout the duration of this Contract as further described in Section 8.35.

## **6.0 SCOPE OF SERVICES**

All bidders shall, at a minimum, meet or exceed the requirements contained herein.

### **6.1 Cable Drop Installation Requirements - Adds, Moves, Changes**

- 6.1.1 Cable drop additions, moves, and changes shall be performed for a fixed cost per drop and shall include the cost of all materials as specified in Part 1 of Appendix I, Pricing Schedule.

6.1.2 On larger quantities (over fifteen (15) drops) the County reserves the right to negotiate a volume discount for a specific project.

## 6.2 Fiber/Copper Cable and Infrastructure Installation and Maintenance/Repair

6.2.1 The work shall include, but not be limited to, the installation, maintenance or repair of the following items:

- a) Information jacks: Administrative areas, work areas and LAN/computer areas
- b) Cable terminations
- c) Cabling (outdoor, indoor)
- d) Connectors, couplers, and panels
- e) Fiber-optic splices and splice enclosures
- f) Hangers, brackets, mounting hardware and frame mountings
- g) Tie wraps, bushings and miscellaneous parts
- h) Conduits, inner-ducts, and fire-stop materials
- i) Cable sleeves and openings for routing backbone cabling
- j) Panels, punch blocks, and other cable infrastructure
- k) Coax Cabling

6.2.2 Installation and Maintenance/Repair services shall be provided for a fixed hourly labor cost. (Supplies and materials shall be charged separately.) In addition, the cost of specialized equipment (bucket truck, trencher, etc.,) necessary to perform the task shall be in addition to the fixed hourly labor cost charges. The County reserves the right to purchase supplies and materials as well as specialized equipment.

6.2.3 The County will negotiate the final cost of fiber/copper cable and infrastructure installation, maintenance/repair projects with the Contractor.

## 6.3 Warranty Services for Existing Systimax Cabling Systems

6.3.1 The level of warranty services to be provided to the County is Systimax twenty (20) year, physical and application warranty.

6.3.2 The Contractor shall provide a warranty service agreement, in form and substance satisfactory to the County which provides for prompt service, twenty-four (24) hours per day, seven (7) days per week, by adequately trained personnel.

6.3.3 Warranty services shall be provided for all existing County owned facilities that contain Systimax certified cabling systems and all new cabling work performed by the Contractor.

#### 6.4 Contractor Performance Standards

6.4.1 Cable installation shall conform to Systimax certification requirements and the then current County cabling standards (See Attachments 1 and 2 for current standards).

6.4.2 Cables shall be securely held in place by an industry acceptable practice and installed with sufficient bending radius so as not to kink, shear or damage electrical conductors or optical fibers.

6.4.3 The Contractor shall calculate all actual cable footage required and prepare a preliminary cable and wiring plan in conformance with the County's cabling standards. The plan shall be approved by the County's representative.

6.4.4 The Contractor shall continuously coordinate work schedules and other details with the County's representative.

6.4.5 Prior to installation, the Contractor shall examine and measure existing construction in involved areas, report conditions that interfere with or prevent correct installations and report conflicts between documents and actual conditions.

6.4.6 The designated voice/data areas will be available to the Contractor on a coordinated basis with the County. The Contractor shall be responsible for the shipping, handling, and storage of all equipment and materials, and protection from theft.

6.4.7 The Contractor shall obtain permission before proceeding with any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, finished floors or partition ceilings.

6.4.8 The Contractor shall restore to original condition, at the Contractor's expense, existing construction and improvement that are cut into, altered or damaged due to the Contractor's operations. This includes matching adjoining surfaces and finishes.

6.4.9 The Contractor shall provide final cable records which detail telecommunications closet location, and type instrument. All jack locations shall be marked with a non-removable means.

6.4.10 Upon completion of all work functions, a final inspection or walk through with the County representative shall occur.

6.4.11 The Contractor shall provide a lead on-site technician with a minimum of four (4) years experience with voice and data cabling, including a minimum of two (2) years of experience installing Systimax Structured Cabling System.

## 6.5 Acceptance Testing

6.5.1 The Contractor shall provide a thorough and contemporary testing program for cabling acceptance testing. The testing should be done according to data equipment specifications as well as generally accepted practices. The County will assume voice is acceptable if all CAT 6 or 5e cable runs pass data testing. Final acceptance testing shall be performed by the Contractor and may be observed by the County representative. The Contractor shall provide procedures and a list of test equipment and operating instructions to the County upon request. The Contractor shall conform to the latest SYSTIMAX® SCS test standards in order to ensure the twenty (20) year guarantee.

6.5.2 All test results shall be completely documented and documentation shall be provided to the County representative.

## 6.6 Shop Drawings of Adds, Moves, Changes and Installations

6.6.1 Shop drawings shall include all parameters of operations and functions of the fiber optic backbone cabling, including all equipment, accessories, supporting details, and their technical specifications. They should include drawings, manufacturers' catalogs, product codes, installation procedures, test procedures, and environmental conditions.

6.6.2 Drawings shall include cable routes, termination points, fiber assignments, labeling scheme and sample, proposed method of installation, and a schedule of work.

## 6.7 Contractor Response Time Requirements – Warranty and Repairs

6.7.1 Contractor shall make every reasonable effort in the normal course of business and take every reasonable step to cure a catastrophic or major problem of the cabling system within two (2) hours after notification thereof, to cure a critical station line problem within four (4) hours after notification thereof, and to cure a minor problem within

twenty-four (24) hours after notification thereof. Notification of minor problems shall be given only during normal working days, Monday through Friday, from 8:00 AM to 5:00 PM.

- 6.7.2 Notification of major line problems may be given at any time. If a major station line or cable problem remains uncorrected for one (1) calendar day after notification, then in addition to other remedies provided for herein or by law, the County may, at its option, arrange for the correction of the condition by a third party and Contractor agrees to reimburse the County for the cost of such correction.
- 6.7.3 A major problem, for the purposes of this agreement, shall include a minimum outage of more than ten percent (10%) of any data or voice location on any floor of any building.
- 6.7.4 Any repair needed other than those defined above shall be deemed a "minor problem".

## **7.0 GENERAL PERFORMANCE REQUIREMENTS**

- 7.1 Contractor shall maintain Systimax certification through the duration of the Contract. Proof of certification shall be verified at the time of each Contract renewal. Contractor is required to provide necessary materials.
- 7.2 Materials and installation shall conform to the following codes and standards, where applicable. When a conflict occurs, the most stringent requirements will apply.
  - A. National Electric Code (NEC current edition)
  - B. National Fire Protection Association (NFPA)
  - C. Electronic Industries Association (EIA)
  - D. American National Standards Institute (ANSI)
  - E. American Society for Testing and Materials (ASTM)
  - F. Underwriters Laboratories, Inc. (UL)
  - G. Virginia Construction Code
  - H. SYSTIMAX Certification Requirements
  - I. National Board of Fire Underwriters
  - J. Local and State Ordinances  
(All permits and/or certifications, as required, shall be paid for and secured by the Contractor and made available for inspection by the County.)
  - K. Telecommunications Industry Association (TIA)
  - L. Building Industry Consulting Services, International (BICSI)
- 7.3 Cabling shall conform to applicable Federal Communications Commissions' rules and regulations governing Radio Frequency Interference (EIA) and Electro-Magnetic Interference (EMI).



## 8.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions. **These Terms and Conditions are not negotiable.**

### 8.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of Information Technology his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Information Technology or his authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

### 8.2 Contract Period

The Contract shall cover the period from July 1, 2013 through June 30, 2014 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the labor rates and copper costs. Changes in labor rates and copper costs shall be limited as follows:

#### A. Labor Rates

Initial labor rates and subsequent renewal of labor rates are guaranteed for a minimum of twelve (12) months. The Contractor may request an increase in labor rates based on the prior year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (unadjusted for seasonal changes) for the current twelve (12) month period.

#### B. Copper Cost

Initial copper costs and subsequent renewal of labor rates are guaranteed for a minimum of twelve (12) months. The Contractor may request an increase for copper costs prior to any renewal period based on the Producer Price Index (PPI) for Metal and Metal Products - Copper Ores (unadjusted for seasonal changes) for the current twelve (12) month period.

**In no event shall either increase be greater than five percent (5%).**

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

### 8.3 Upgraded and New Technologies/Technology Advancements

The County recognizes the rapid evolution in hardware technology. It is the intent of the County to change or upgrade its cabling standard as the Systimax standards change. It is expected that the Contractor will propose

and provide enhanced cable and products with associated price changes as the new technologies are adopted. Upon mutual agreement of both parties, the new cable products shall be incorporated into the Contract when the County adopts updated Systimax standards and as new products and technologies become available.

#### 8.4 Contract Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

#### 8.5 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

#### 8.6 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

#### 8.7 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

#### 8.8 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.

8.9 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.

8.10 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
  - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by

General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

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

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

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
------------------------	-------------

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

  - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
  - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
  4.
    - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
    - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
  5.
    - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
    - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
    - c. Any certificates provided shall indicate the Contract name and number.
  6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
  7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

8.11 Hold Harmless Clause

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

8.12 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.13 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

8.14 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.

8.15 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.

8.16 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.

#### 8.17 Drug-free Workplace

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

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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.

#### 8.18 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

#### 8.19 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

#### 8.20 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

#### 8.21 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

#### 8.22 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and



courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

8.23 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

8.24 Exemption from Taxes

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. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. 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.

#### 8.25 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order.

Upon delivery and acceptance of work, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Information Technology  
Attn: Terry Fauber, MSC #47  
41975 Loudoun Center Place, SE  
Leesburg, Virginia 20175

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 8.26 Payments to Subcontractors

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

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

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

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

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

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

#### 8.27 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

#### 8.28 Termination

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

##### A. Termination for Convenience

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

##### B. Termination for Cause

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

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

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

#### 8.29 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

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

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

its own costs and expenses resulting from any litigation, including attorney's fees.

8.30 Severability

In the event that any provision 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.

8.31 Applicable Laws/Forum

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.

8.32 Notices

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

**TO CONTRACTOR:**

**TO COUNTY:**

Sandra A. Lineberry, CPPB  
Division of Procurement MSC #41C  
1 Harrison Street, SE 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

8.33 Licensure

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

8.34 Registering of Corporation

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.

8.35 Criminal Background Checks

The County may seek to obtain nation-wide criminal background checks when the County, in its sole discretion, determines it necessary for reasons of security or confidentiality. When this occurs, the County will request the required information from the Contractor and Contractor shall not send any workers to the job site whose information has not been provided for the County's background check. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the project manager. These background checks when requested will be performed at the County's expense.

8.36 Confidentiality

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

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

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

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

### 6.36 Counterparts

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

## 9.0 **INSTRUCTIONS TO BIDDERS**

### 9.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on May 29, 2013. 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 1 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 IFB.

### 9.2 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 at least ten (10) days in advance of the bid opening date. 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](http://www.loudoun.gov/procurement).

9.3 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.

9.4 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

9.5 Unit Price

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

9.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.7 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.

9.8 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

9.9 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

9.10 Subcontractors

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

9.11 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.



Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

9.12 Incidental and Consequential Damages

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

9.13 Late Bids

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

9.14 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.

9.15 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.

9.16 Vendor Preference in Tie Bids

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

9.17 Anti-Trust Violations

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

9.18 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

9.19 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.

9.20 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/purchasing](http://www.loudoun.gov/purchasing)) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

9.21 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.

9.22 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.

9.23 Proof of Authority to Transact Business in Virginia

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

9.24 Cooperative Procurement

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

9.25 Acknowledgement of Contract

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

9.26 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>.

9.27 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.



## Loudoun County, Virginia

Division of Procurement  
1 Harrison Street, 4<sup>th</sup> Floor, MSC #41C  
Leesburg, Virginia 20175

### 10.0 BID SUBMISSION FORMS SYSTIMAX CABLING SERVICES

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

FEIN \_\_\_\_\_

**NOTICE TO BIDDERS:** The following required services shall be provided according to the contract terms and conditions contained herein.

**TOTAL COST** (Appendix I; Part 1, Part 2, and Part 3)      \$ \_\_\_\_\_

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 (Section 9.26)	_____
2. Certificate of Insurance (Section 9.27):	_____
3. Addenda, if any (Informality):	_____



## Loudoun County, Virginia

Division of Procurement  
1 Harrison Street, 4<sup>th</sup> Floor, MSC #41C  
Leesburg, Virginia 20175

### 10.0 BID SUBMISSION FORMS

#### SYSTIMAX CABLING SERVICES

- 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 (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Minimum Qualification Documentation Section 5.0)	_____

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail \_\_\_\_\_

Name of person authorized to bind the Firm (9.8): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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](http://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-01802

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-01802

Date of Service: \_\_\_\_\_

### How did we do?

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

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

---

---

---

Thank you for your response!

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

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
PO Box 7000 • Leesburg, VA 20177**

**RIDER CLAUSE**  
**Use of Contract by Members of the**  
**Northern Virginia Cooperative Purchasing Council and**  
**the Metropolitan Washington Council of Governments**

IFB Systemax Cabling Services

QQ- 01802

This clause is intended to allow a successful Contractor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful Contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful Contractor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

**BIDDER'S AUTHORIZATION FOR PARTICIPATION:**

<b>YES</b>	<b>JURISDICTION</b>	<b>YES</b>	<b>JURISDICTION</b>
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Authority		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

BIDDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

This form must be completed and returned with bid.

Revised 6/2006



## APPENDIX I

### PRICING SCHEDULE

Item No.	Item Description	Est. Annual Quantity	Unit Price	Extended Price
	<b>Part 1: Cable Drops – Adds, Moves, Changes</b>			
1.	Dual workstation cable run, includes all labor, up to 175' of 4-pair CAT 5e certified plenum cable (2061 cable, 568B) Jacks (108 232 752 Gray, 108 232 703 Orange), Faceplates (standard M12L or modular furniture M12AS), wire closet termination.	600	\$ _____	\$ _____
2.	Dual workstation cable run, includes all labor, up to 175' of 4-pair fluted CAT 6 certified plenum cable (2071 cable, 568B) Jacks (108 601 899 Gray, 108 601 816 Orange), Faceplates (standard M12L or M12LE or modular furniture M12AS), wire closet termination.	100	\$ _____	\$ _____
3.	Wireless Access Point installation; includes all labor, up to 175' of a single 4-pair CAT 5e certified plenum cable (2061 cable, 568B) Jack (108 601 816 Orange) Mounting of WAP per manufacturer specifications; installation of a surface mount box. Single port, white. Part # is 107984015.	50	\$ _____	\$ _____
4.	Wireless Access Point installation; includes all labor, up to 175' of a single 4-pair CAT 6 certified plenum cable (2071 cable, 568B) Jack (108 601 816 Orange) Mounting of WAP per manufacturer specifications; installation of a surface mount box. Single port, white. Part # is 107984015.	50	\$ _____	\$ _____
5.	Individual workstation cable run, includes all labor, up to 175' of RG-6 Quad Shield coaxial certified plenum cable (2227K cable) Coaxial Module (M81C-B), two F-Connectors, Faceplates (standard M12L or modular furniture M12AS), wire closet termination.	50	\$ _____	\$ _____

# APPENDIX I

## PRICING SCHEDULE

Item No.	Item Description	Estimated Annual Quantity	Unit Price	Extended Cost
	<b>Part 2: Copper Cabling Installation, Maintenance, Repairs - Hourly Rates – No Materials</b>			
1.	Copper Cabling – Normal Hourly Rate To be used for re-using horizontal runs due to rearrangement of modular furniture; build out of new or retrofitted wire closets; tie and feeder cable installation; and all other specialized work. (Normal Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday)	300 Hours	\$ _____	\$ _____
2.	Copper Cabling – Premium Hourly Rate To be used for all after-hours work for tasks specified above in item # 4.	40 Hours	\$ _____	\$ _____

	<b>Part 3: Fiber Cabling Installation, Maintenance, Repairs - Hourly Rates – No Materials</b>			
1.	Fiber Cabling – Normal Hourly Rate To be used for installation and termination of building backbone fiber; campus fiber installation/termination; termination and relocation of existing fiber within a building. (Normal Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday)	200 Hours	\$ _____	\$ _____
2.	Fiber Cabling – Premium Hourly Rate To be used for all after hours work for tasks specified above in item # 6.	40 Hours	\$ _____	\$ _____
	<b>Total Bid</b>			\$ _____