



Loudoun County, Virginia

REQUEST FOR PROPOSAL

FIRE APPARATUS, AMBULANCE, HEAVY DUTY EQUIPMENT AND LIGHT DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., April 25, 2023 Local "Atomic" Time
RFP NUMBER: RFQ 603790
ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 1st Floor
Drop Box labeled "**Procurement Bids and Proposals**"
Leesburg, Virginia 20175

Public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled "**Procurement Bids and Proposals**" between the hours of 8:30 a.m. and 5:00 p.m.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 p.m.

Please contact the Procurement Division officer designated on the front cover of the solicitation with any questions regarding this process. Offerors are strongly encouraged to check the County's website routinely for updates.

PLEASE NOTE: A Pre-Proposal Conference will be held on April 12, 2023, at 1:00 p.m. in the Lovettsville Conference Room, One Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

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

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

Issue Date: March 28, 2023

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

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FIRE APPARATUS, AMBULANCE, HEAVY DUTY EQUIPMENT AND LIGHT DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES

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Prepared By: /s/Heather DeHaven Date: March 28, 2023
Contracting Officer

FIRE APPARATUS, AMBULANCE, HEAVY DUTY EQUIPMENT AND LIGHT DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified Contractor, whose facility is physically located in Loudoun County, Virginia, to perform preventative maintenance and repairs to County owned fire apparatus, ambulances, heavy duty equipment, light duty vehicles and other special service response vehicles for the County of Loudoun, Virginia (County). Services rendered by the Contractor shall take place at either the Contractor's service facility or County worksite where the apparatus, equipment or vehicle is assigned/located. The Contractor shall be able to perform preventative maintenance and repairs as specified in this RFP to all County owned fire apparatus, ambulances, heavy duty equipment, light duty vehicles and special service response vehicles as outlined in Attachment I – Loudoun County Fleet (Attachment I). Any resulting Contract will be for cost of time and materials and will be for a period of two (2) years. The County may extend the Contract year to year for up to a total of five (5) additional years.

2.0 COMPETITION INTENDED

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

3.0 BACKGROUND INFORMATION

Loudoun County, a fast-growing Northern Virginia jurisdiction, is increasing its inventory of fire apparatus and ambulances to meet its commitment to provide fire protection and emergency medical support services to the community. The County currently maintains a fleet of over one thousand five hundred fifty (1,550) vehicles; in-house resources are not available to additionally support the maintenance of the emergency response equipment fleet. The County is seeking qualified Contractors specializing in the maintenance of fire apparatus, ambulances, heavy duty equipment and light duty vehicle fleet to provide these maintenance and repair services.

The County will have approximately one thousand seven hundred (1,700) in-service pieces of County owned fire apparatus, ambulances, heavy equipment, light duty vehicles and other special service equipment maintained under this Contract initially. The County will add and delete equipment from the inventory during the term of the Contract. Such additions or deletions will not require an amendment to the resulting Contract of this RFP. The equipment locations are Countywide: some are assigned to County staffed Public Safety Centers; some are assigned with crews to volunteer company stations; some are stationed in Leesburg as reserve equipment to augment

front-line service apparatus; and some are stationed at the County's Fire and Rescue Training Center in Leesburg and used in training exercises.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors shall submit the documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-eligible and/or non-responsible and rejected.

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

- 4.1 For all work tasks covered in this Contract, the offeror shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in National Fire Protection Association Standard (NFPA) 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, current edition. The assigned technician(s) must possess the following minimum qualifications, as appropriate:
 - A. Any person performing diagnostic checks, inspections or maintenance of fire apparatus shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Fire Apparatus Technician - Level 1 or higher and hold current certification.
 - B. Any person performing diagnostic checks, inspections or maintenance of ambulances shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Ambulance Technician - Level 1 or higher and hold current certification.
 - C. Any person performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
 - D. Any person performing maintenance or repair on ambulances shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) T1 through T8, as demonstrated by current ASE certification; and EVT certifications E-1, E-2, E-3 and E-4 as appropriate for the system or component.
 - E. Any person performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the

apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Level 2 or Master Level 3 certification.

- F. Any person performing maintenance, repair, or performance testing (excluding nondestructive testing) of fire apparatus aerial devices, or any component of the apparatus that is used in aerial device operations shall have current Master Level 3 certification as EVT (Fire Apparatus).
- G. Any person performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, *Standard for Qualification and Certification of Nondestructive Testing Personnel*, current edition.

- 4.2 Contractor shall have at a minimum three (3) full-time Certified Emergency Vehicle Technicians on staff and must be on duty within Loudoun County as evidenced by a technician schedule.
- 4.3 Contractor shall provide proof they have been in business for at least three (3) years performing the requested services.
- 4.4 Contractor's repair facility must be located within Loudoun County and provide evidence in the form of property records or lease agreement.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

5.1 General Scope

A. General

1. *Fire Apparatus, Ambulance and Heavy-Duty Equipment - General*

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment, and location required to perform inspections, maintenance, repairs and testing of the Loudoun County Fire, Rescue (LCFR) fleet of fire apparatus and ambulances. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, current edition. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state, and local standards and follow all manufacturer's recommendations. It is the expectation of the County, as described herein, that the

Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status. The Contractor shall provide a daily status report of repairs.

2. *Light-Duty Fleet - General*

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment, and location required to perform inspections, maintenance, repairs and testing of light fleet vehicles to include light-duty trucks, passenger cars, electric, hybrid and alternative fuel vehicles. The Contractor shall be able to repair emergency vehicle special service lighting, sirens and other emergency vehicle special service equipment. These repairs shall include, but not limited to, special service equipment failure, wiring discrepancies, installation defects and failure of support services for special service vehicle emergency equipment. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state, and local standards and follow all manufacturer's recommendations. It is the expectation of the County, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status. The Contractor shall provide a daily status report of repairs.

B. Facilities and Work Sites

The Contractor shall perform services, including inspection, maintenance, testing and repair, at their facility, or a County facility if directed otherwise. The current list of equipment is contained in Attachment I and includes but not limited to the expected preventative maintenance per unit number. No apparatus/vehicle shall be taken from a County worksite without prior approval from the LCFR Apparatus Officer.

The Contractor warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The County may inspect the facility and its operations at any time during the Contract term during normal business hours. The Contractor shall have two (2) diagnostic computers; one (1) diagnostic computer shall be located at the Contractor's facility or County facility if specified, and one (1) diagnostic computer shall be located in the Contractor's Service Truck.

C. Fire Apparatus, Ambulance, Equipment and Vehicle Security

The Contractor is responsible for the security of any units in its custody. The Contractor is responsible for all costs associated with correcting damage while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus, equipment, or vehicles shall be stored inside, in a temperature-controlled environment.

D. Contractor's Service Truck

The Contractor shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck must be outfitted with tools, equipment, one (1) diagnostic computer, and parts sufficient to support the spot repair of fire apparatus, ambulances, or light duty vehicles. The truck shall be capable to provide roadside tire service. The technicians operating the trucks must be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

5.2 Fire Apparatus, Ambulance and Heavy Equipment

A. Maintenance, Scheduling and Completion

1. *Scheduling*

The LCFR Apparatus Officer will contact the Contractor to schedule apparatus/vehicles due for service. The location at which services will be performed will be determined between the LCFR Apparatus Officer and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a County worksite, the Contractor shall provide the LCFR Apparatus Officer with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

2. *Notifications and Communication*

It will be the responsibility of the LCFR Apparatus Officer to notify affected County worksites and station personnel of scheduled service of apparatus/vehicles. In the event the Contractor must pick-up a piece of apparatus at a County worksite, the Contractor shall check in with the on-duty Station Officer, provide proper identification and state the purpose of the visit.

Upon completion of on-site services, the Contractor shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in-service or out-of-service). In the

event that the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

- a. **Daily Status:** It is the responsibility of the Contractor to provide the County with daily status of apparatus/vehicles currently behind service. The Contractor shall provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus/vehicle.
- b. **Completed Work:** It is the responsibility of the Contractor to provide the County with a summary of completed work from the previous day with associated costs.

3. *Inspection and Maintenance Completion*

The Contractor is responsible for the timely inspection and maintenance of the County's fire apparatus and ambulances, and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the County that the Contractor have readily available any routine parts fluids, testing equipment, etc. that may be required to complete Quarterly, Semi-Annual, and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the County apparatus. The County's performance standards for completing various work activities are as follows:

- a. **Quarterly Inspection and Preventative Maintenance:** Services shall be completed within twenty-four (24) hours which includes pick-up and return of the apparatus. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the LCFR Apparatus Officer immediately.
- b. **Semi-Annual Inspection and Preventative Maintenance:** Services shall be completed within three (3) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the LCFR Apparatus Officer immediately.

- c. **Annual Inspection, Testing and Preventative Maintenance:** Annual Inspection, Testing, and Preventative Maintenance services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the LCFR Apparatus Officer immediately.
- d. **Priority Repairs:** If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within two (2) business days. If additional time is needed for repairs the Contractor shall notify the LCFR Apparatus Officer immediately.
- e. **Non-Priority Repairs:** Non-priority repairs shall be resolved within five (5) business days upon notification to the Contractor. The Contractor and the LCFR Apparatus Officer will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the LCFR Apparatus Officer immediately.

B. Service Levels to Be Provided

- 1. The Chief of the Combined Fire-Rescue System has established an in-house inspection regime for frontline and reserve fire apparatus and ambulances. These are daily, weekly, and monthly operational inspections performed by fire and rescue personnel and are not work tasks included in this Scope of Services.
- 2. The following establishes the level of services to be provided by the Contractor. The Contractor shall work with the County to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus and ambulance that the County operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state, and local standards.
 - a. **Quarterly Inspection and Preventative Maintenance – Heavy Apparatus:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

- b. **Quarterly Inspection and Preventative Maintenance – Light Apparatus:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
- c. **Semi-Annual Inspection and Preventative Maintenance – Heavy Apparatus:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
- d. **Semi-Annual Inspection and Preventative Maintenance – Light Apparatus:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
- e. **Annual Inspection and Preventative Maintenance – Heavy Apparatus:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
- f. **Annual Inspection and Preventative Maintenance – Light Apparatus:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
- g. **Virginia State Inspection**
- h. **Annual Performance and Certification Testing:**
 - 1. Performance Testing of Low Voltage Electrical Systems (NFPA 1911, Chapter 17)
 - 2. Performance Testing of Aerial Devices (NFPA 1911, Chapter 19)
 - 3. Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22)
- i. **Priority Repairs:** Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.
- j. **Non-Priority Repairs:** Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non-Priority Repairs will be approved by LCFR apparatus officer and handled by the Contractor during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative

maintenance service to be corrected at the discretion of the LCFR Apparatus Officer.

C. Other Apparatus Equipment

Inspection, preventative maintenance, repairs, and testing required for loose equipment (i.e., nozzles, hose, ground ladders, etc.) will be handled by the County and will not be the responsibility of the Contractor.

D. Service Documentation

Anytime services are completed on County apparatus, the results, findings, and actions taken shall be documented by the Contractor in a professional format. The Contractor shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair, and test County apparatus. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract required levels of service. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

1. Date services were performed.
2. Work Order Number;
3. Name of the technician that performed the services;
4. Location where services were performed;
5. County Vehicle Number;
6. Apparatus Manufacturer;
7. Apparatus Make;
8. Apparatus Model;
9. Manufacturer Job Number or Serial Number;
10. Odometer Reading In;
11. Odometer Reading Out;
12. Vehicle Identification Number (VIN);
13. Engine Hours; and
14. User Department.

E. Vehicle Maintenance and Repair

1. *General*

The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus and ambulances included in this Contract as directed by the LCFR Apparatus Officer. All maintenance activities for this equipment must comply with the manufacturer's recommendations including warranties. Maintenance intervals must comply with the manufacturer's recommended

severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the LCFR Apparatus Officer.

2. *Inspection and Preventive Maintenance Service*

The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus and ambulances safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services must include fluid analyses including oil and transmission fluid and, if requested by LCFR, coolant. Fluid samples shall be taken at each oil change interval and tested at a laboratory acceptable to the County. The results of the fluid analysis shall be uploaded to the County fleet maintenance program.

3. *Recurring Maintenance*

Recurring maintenance is the act of servicing a fire apparatus, ambulance, or a component to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

4. *Repair and Replacement*

Repair is the work necessary to restore a fire apparatus, ambulance, or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies must be used on repairs and replacements required on equipment included in this Contract. If the Contractor has a specific situation that warrants a request for a waiver, the provisions of Paragraph 5.5 Parts, shall be followed.

5. *Major Repairs*

All major repairs not performed by the Contractor must be performed by a repair facility authorized by the manufacturer and authorized by the LCFR Apparatus Officer to perform such work. Mark-up on third-party repairs and/or service must not exceed ten percent (10%). Contractor shall show proof of mark-up on invoice.

6. *Re-Assembly*

The Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, and ladder table and ladder mounts.

7. *Repair Approvals*

The Contractor shall have specific pre-approval from the LCFR Apparatus Officer prior to completing repairs above one thousand five hundred dollars (\$1,500.00).

In obtaining approval, the Contractor shall advise the LCFR Apparatus Officer or his designee of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor. The estimate must include the following:

- a. Estimated Time
- b. Parts Cost
- c. Part Numbers

8. *Modifications*

No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the LCFR Apparatus Officer. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before County approval.

9. *Apparatus or Equipment Damage*

No accident damage may be repaired until the Contractor receives written authorization from the County. Any damage noted by the Contractor during an inspection shall be immediately reported to the LCFR Apparatus Officer. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage, and an estimated cost of repair.

The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

10. *Repair Facilities*

If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs must be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance, and structural integrity; and meeting all OEM specifications for the equipment. The Contractor shall be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility must be acceptable to LCFR. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before County approval.

11. *County Inspections*

The Contractor shall advise the LCFR Apparatus Officer within one (1) hour of the completion of repairs or replacements on any fire apparatus or ambulance. LCFR reserves the right to send a representative to perform a quality control acceptance inspection of all equipment repairs or replacements as part of its Fire and Rescue Services' Quality Control Program.

5.3 Light Duty Fleet

A. Maintenance, Scheduling and Completion

1. *Scheduling*

The location at which services will be performed shall be determined between the Fleet Division Manager (FDM) and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a County worksite, the Contractor shall provide the FDM with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed. The Contractor shall email the appropriate point of contact for each light duty vehicle as indicated in Dossier approximately thirty (30) days prior to when service is due to arrange delivery of vehicle to the directed maintenance facility.

2. *Notifications and Communication*

- a. Daily Status: It is the responsibility of the Contractor to provide the County with daily status of vehicles currently behind service. The Contractor shall provide a report of services completed, deficiencies found,

deficiencies repaired, deficiencies that require further attention and the status of the vehicle.

- b. **Completed Work:** It is the responsibility of the Contractor to provide the County with a summary of completed work from the previous day with associated costs.

3. *Inspection and Maintenance Completion*

The Contractor is responsible for the timely inspection and maintenance of the County's light duty vehicles. The expectation of the County that the Contractor have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete Quarterly, Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the County vehicle. The County's performance standards for completing various work activities are as follows:

- a. **Quarterly Inspection and Preventative Maintenance:** Services shall be completed within twenty-four (24) hours which includes pick-up and return of the vehicle. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the FDM immediately.
- b. **Semi-Annual Inspection and Preventative Maintenance:** Services shall be completed within twenty-four (24) hours which includes pick-up and return of the vehicle. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the FDM immediately.
- c. **Annual Inspection, Testing and Preventative Maintenance:** Annual Inspection, Testing and Preventative Maintenance services shall be completed within twenty-four (24) hours which includes pick-up and return of the vehicle. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the FDM immediately.
- d. **Priority Repairs:** If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within two (2) business days. If additional time is needed for repairs the Contractor shall notify the FDM immediately.

- e. **Non-Priority Repairs:** Non-priority repairs shall be resolved within five (5) business days upon notification to the Contractor. The Contractor and the FDM will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the FDM immediately.

B. Level of Services to Be Provided

The following establishes the level of services to be provided by the Contractor. The Contractor shall work with the County to determine the level of inspection and preventative maintenance and the required service interval for each light duty vehicle that the County operates.

1. **Quarterly Inspection and Preventative Maintenance:** Includes inspection and preventative maintenance that may be required for all vehicle components and systems.
2. **Semi-Annual Inspection and Preventative Maintenance:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
3. **Annual Inspection and Preventative:** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
4. **Virginia State Inspection**
5. **Priority Repairs:** Priority repair status indicates light duty vehicles that are required to maintain County operations. Calls for priority repairs may occur during and/or after normal business hours.
6. **Non-Priority Repairs:** Non-Priority Repairs will be approved by FDM, scheduled in accordance with Dossier and handled by the Contractor during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the FDM.

C. Service Documentation

Anytime services are completed on County vehicle, the results, findings and actions taken shall be documented by the Contractor in County Fleet Management System. The Contractor shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair, and test County vehicles. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and

actions taken, the service documentation shall contain the following information:

1. Date services were performed;
2. Work Order Number;
3. Name of the technician that performed the services;
4. Location where services were performed;
5. Unit Designation;
6. County Vehicle Number;
7. Manufacturer Job Number or Serial Number;
8. Odometer Reading In;
9. Odometer Reading Out;
10. Vehicle Identification Number (VIN); and
11. User Department.

E. Vehicle Maintenance and Repair

1. *General*

The Contractor shall perform scheduled preventive, recurring maintenance, repair, and replacements for the light duty vehicles included in this Contract as directed by the FDM. All maintenance activities for this equipment shall comply with the manufacturer's recommendations, including warranties. Maintenance intervals shall comply with the manufacturer's recommended service schedule based on mileage, hours of operation, or time in service since the previous maintenance or as approved by the FDM. Only Loudoun County vehicles shall be serviced at the maintenance Facility. All necessary equipment for repairs and maintenance shall be provided by the Contractor.

2. *Inspection and Preventive Maintenance Service*

The objectives of inspection and preventative maintenance service are to ensure that: (a) light duty vehicles safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services may include fluid analyses including oil, transmission fluid and coolant. Fluid samples may be requested at each oil change interval and tested at a laboratory acceptable to the County.

3. *Recurring Maintenance*

Recurring maintenance is the act of servicing a light duty vehicle or a component in order to keep the vehicle and its

components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

4. *Repair and Replacement*

Repair is the work necessary to restore a County vehicle to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. OEM parts and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Contractor has a specific situation that warrants a request for a waiver, the provisions of Paragraph 5.5 PARTS, below, shall be followed.

5. *Major Repairs*

All major repairs not performed by the Contractor shall be performed by a repair facility authorized by the FDM. Mark-up on third-party repairs and/or service must not exceed ten percent (10%). Contractor shall show proof of mark-up on invoice.

6. *Re-Assembly*

The Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer.

7. *Repair Approvals*

The Contractor shall have specific pre-approval from the FDM prior to completing repairs above one thousand dollars (\$1,000.00).

In obtaining approval, the Contractor shall advise the FDM or his designee of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor. The estimate shall include the following:

- a. Estimated Time
- b. Parts Cost
- c. Part Numbers

8. *Modifications*

No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the FDM. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before County approval.

9. *Vehicle Damage*

No accident damage may be repaired until the Contractor receives written authorization from the County. Any damage noted by the Contractor during an inspection shall be immediately reported to the FDM. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair.

The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

10. *Repair Facilities*

If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to Loudoun County Fleet. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before County approval.

11. *County Inspections*

Loudoun County Fleet reserves the right to send a representative to perform a quality control acceptance inspection of any equipment or vehicle repairs as part of its Quality Control Program.

5.4 Emergency Call Response for Priority Repairs

A. General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

B. Emergency Contact

The Contractor shall have an individual accessible by cell phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. At that time, the Contractor shall provide the County an estimated on-scene response time. The on-scene response time must not exceed two (2) hours for both road-side repair service requests and break-down requests for equipment at a County facility.

- LCFR shall be contacted for Fire Apparatus, Ambulance and Heavy Equipment.
- FDM shall be contacted for Light Duty Vehicle Fleet.

C. Non-Response

In an emergency situation, if the Contractor does not respond to the requesting officer within ten (10) minutes, LCFR Apparatus Officer or FDM may exercise the option to contact another vendor that is available and can provide the services needed.

D. Wrecker Service

In the event that an apparatus requires wrecker service, upon LCFR Apparatus Officer or FDM approval, the Contractor will coordinate this service and the location to which the apparatus will be towed.

5.5 Parts

A. Parts Inventory

The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the County's fire apparatus and ambulances. The Contractor supplied inventory will remain the property of the Contractor upon completion of the Contract Term. Parts and materials must be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts must not exceed ten percent (10%). Contractor shall show proof of mark-up on invoice.

B. Tires

The Contractor shall be responsible for replacement of tires and recommend when tire replacement is necessary. The Contractor shall maintain reasonable inventory levels at its facility to assure timely replacement of tires to include the equivalent of one (1) axle for each size of the County fleet. Mark-up on tires must not exceed ten percent (10%). Contractor shall show proof of mark-up on invoice.

C. Contractor-Furnished Parts

The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts must be listed by:

1. Part Number
2. Part Description
3. Unit Price of Part

D. Core Accounting

The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Contractor's parts supplier denies a core charge, the Contractor may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost. The information must be forwarded to LCFR and FDM.

5.6 Warranties

A. Warranty Repairs

The Contractor shall ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. LCFR will communicate the warranty status of all apparatus. The Contractor shall notify LCFR when a warranty repair is required and work with LCFR to determine the best course of action. The LCFR Apparatus Officer will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Contractor fails to acknowledge a warranty repair and/or notify LCFR prior to proceeding with the repair, the Contractor shall be responsible for the labor and parts associated with the repair. The Contractor shall track all warranty work in a Contractor provided County approved software (see Paragraph 5.7) on work orders, including parts and labor expended for warranty work performed on equipment and components. Credit memos will not be accepted by the County in lieu of making the required repair(s) to correct a warranty problem.

B. Contractor Repair Warranty

The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, twelve thousand (12,000) miles or seven hundred fifty (750) operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding three thousand dollars (\$3,000.00).

C. Original Equipment Manufacturer (OEM) Warranty

If the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor shall, at no cost to the County, recapture the warranty from the OEM. If that repair or part had been charged to the County, the Contractor will credit that cost to the County account. This will be accomplished by adjusting the warranty work order in DOSSIER (see Paragraph 5.7) with the applicable credit code. The County will reduce any outstanding Contractor invoices by the amount of the credit. If the Contractor is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Contractor. This includes recapturing any costs to the Contractor from the warranting entity.

D. Warranty Claims

The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied.

E. Monthly Warranty Cost Reporting

No later than the second business day of each month, the Contractor shall report the total value of all repairs and parts covered under warranty during the preceding month. The report must consist of the total dollar value and copies of the work orders generated for warranty recovery. The report must be provided to LCFR, with a copy to the Loudoun County Fleet Management.

F. Quarterly Meetings

The Contractor shall conduct quarterly meetings to discuss work performed during the previous quarter. Contractor shall provide work summaries for all work performed during the previous quarter. The meetings will be held at 209 Gibson Street Leesburg, Virginia 20176 until the County's Maintenance Facility is in operation.

5.7 Work Documentation

A. Management Information System

The County uses the DOSSIER fleet management information system to document all information for its vehicle fleet. The Contractor shall use County approved software to develop work orders, maintain equipment histories and capture cost and maintenance data on the fire apparatus, ambulances, and light fleet being maintained under this Contract.

B. Work Overview

The Contractor shall provide LCFR fleet a brief overview of the work completed at the time of release. The overview can be in the form of an email or printed report with summary bullet points.

C. Vehicle Record Files

The Contractor shall establish and maintain an individual folder for each piece of fire apparatus and ambulance being serviced in this Contract. The folders will be available for review by the County during normal business hours. The folders are to be numbered with the unit identification number and be filed numerically. All information pertaining to that unit must be included in the folder, including, but not limited to:

1. Maintenance Requests
2. Work Orders and Other Maintenance Actions
3. Safety Recalls
4. Completed Inspection Checklists
5. All Records for Auxiliary Equipment on the Base Unit

D. Ownership of Maintenance Information

The County owns all information related to activity that occurs as part of the Contract. At the completion of the Contract term, all data, hardware, software, records (both electronic and paper), complete vehicle folders and other information developed and maintained by the Contractor during the Contract term remain the property of Loudoun County and will be transferred to the County on the Contract completion date.

- 5.8 Upon the award of this contract, the Contractor shall participate in a Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process.

6.0 **TERMS AND CONDITIONS**

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must

(a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

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

6.2 Term

The Contract shall cover the period from January 1, 2024 through December 31, 2026, 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 five (5) 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 price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Consumers (CPI-U) (unadjusted for seasonal changes) for the current twelve (12) month period.

6.3 Delays and Delivery Failures

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

6.4 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.

6.5 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.

6.6 Payment of Taxes

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

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

6.7 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
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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 Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.8 Hold Harmless

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

6.9 Safety

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

6.10 Permits

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

6.11 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.12 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.13 Employment Discrimination by Contractors Prohibited *

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

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled

veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.14 Drug-free Workplace *

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

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

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

6.15 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.16 Immigration Reform and Control Act of 1986 *

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

6.17 Substitutions

No substitutions, additions or cancellations, including those of key personnel, 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 will be reviewed by the County and approval may be given by the County at its sole discretion.

6.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.19 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.20 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or

excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.21 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall provide a daily invoice of all parts, services and labor provided the previous business day to Loudoun County Fleet Management.

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

Invoices shall be electronically submitted to Brian.Miller@loudoun.gov and a copy should be submitted to:

Loudoun County Fleet Management
801 Sycolin Road, Suite 300
PO Box 7100
Leesburg, VA 20177-7100

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

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

6.22 Payments to Subcontractors *

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

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

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

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

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

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

6.23 Assignment *

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

6.24 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

6.25 Contractual Disputes *

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

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

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

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

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

6.26 Severability *

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

6.27 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or

(c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

(TBD)

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: TBD

Via delivery method (a) or (b)

1 Harrison Street, SE, 1st Floor
Drop Box labeled **"Procurement Bids and Proposals"**
Leesburg, VA 20175

Or

Via delivery method (c)

P.O. Box 7000
Leesburg, VA 20175

Public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the **Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.29 Licensure

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

6.30 Authority to Transact Business in Virginia *

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

any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.31 No Smoking

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

6.32 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

AND

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.33 Confidentiality

A. Contractor Confidentiality

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

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

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

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

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

B. County Confidentiality

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

6.34 Counterparts

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

6.35 Loudoun County Liquidated Damages

Loudoun County's Department of Fire, Rescue and Emergency Management is building its fleet of vehicles to provide more comprehensive

service to the residents of the County. Time is of the essence when taking a vehicle out of service for maintenance and repairs as, at this time, the County does not have spare vehicles to replace those apparatus that have been taken out of service. Further, Loudoun County does not want to jeopardize the safety of its residents and Fire Safety personnel by putting equipment on the streets that has not been maintained properly.

The County and its residents will suffer damages if the service rendered by the Contractor is inadequate. The County, however, is unable to precisely quantify actual damages for inadequate services rendered under this Contract. Therefore, the County may apply liquidated damages for inadequate service delivery. The County has identified the service delivery infractions, has indicated the nature of the damage that would be suffered due to each type of infraction and has assigned an amount of liquidated damage to each. These liquidated damages can be found below.

Infraction	Amount of Damages	Type of Damages
Service Delivery Related Damages:		
Failure to properly secure a county-owned vehicle or leaving a county-owned vehicle unattended.	\$500 per occurrence	Damage or loss of equipment.
Reporting Requirement Related Damages:		
Failure to comply with County reporting requirements, including deadlines and accuracy.	\$50 per occurrence	Inability to maintain scheduled personnel at certain facilities.
Maintenance Related Damages:		
Failure to maintain complete, current, and accurate vehicle maintenance records and to enter this same information into the DOSSIER System within eight (8) hours of repair.	\$50 per occurrence per day	Damage or loss of equipment.
Failure to meet the requirements in sections 5.2.A.3 and 5.3.A.3. Contractor will not be held liable for any delays caused by outside warranty shops, parts vendors, parts availability, or any circumstances beyond the Contractor's control.	\$100 per day overdue	Rescheduling of staff within County facilities as well as transportation of vehicles between facilities.
Failure to maintain County apparatus per NFPA 1911 and Manufacturers PM standards except Road and Pump Testing.	\$300 per occurrence	Damage or loss of equipment. Jeopardizing life of civilians and fire safety personnel.
Not Meeting the Minimum Requirements of Section 5.2.E.1 through Section 5.2.E.8 and Section 5.3.E.1 through 5.3.E.8.	\$25 per occurrence per day	Causes rescheduling of staff and vehicles.
Not meeting the requirements in section 5.0.	\$300 per occurrence	County does not have extra equipment so not having a piece of equipment in services is detrimental to the ability of LCFR.

The County will inform the Contractor of any infraction when it is brought to the County's attention. The Contractor will have five (5) business days to research the infraction and respond to the County. The County will also inform the Contractor of the result of the County's investigation(s) into the infraction(s). Based on this information, the County will inform the Contractor of any liquidated damages that may be applied.

The County's waiver or failure to assess liquidated damages in any circumstance does not negate or abridge Loudoun County's right to assess such damages in the future for the same type of infraction(s).

6.36 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages, or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

6.37 Survival of Terms

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

6.38 Non-Waiver

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

7.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Distance of Proposed Location of Facility to 1 Harrison St., Leesburg. (5 points)
- 7.2 Cost (25 points)
- 7.3 Viability of start-up timeline within a six-month timeline. (5 points)
- 7.4 Experience with Fleet Maintenance with emphasis on a Fire and Emergency Vehicle Apparatus including listing of Primary personnel (Managers, Key Personnel) (40 Points)
- 7.5 Compliance with Terms and Conditions (5 points)
- 7.6 Ability to Meet or Exceed all requirements (20 Points)

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

8.0 **PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered not eligible and/or non-responsible and rejected.

- 8.1 Provide a picture of the facility. Provide the location of the facility in the form of a copy of property record or lease agreement.
 - Facilities within 5 miles of 1 Harrison St., Leesburg, VA (5 points)
 - Facilities from 5 to 15 miles of 1 Harrison St., Leesburg VA (3 Points)
 - Facilities from 15+ miles of 1 Harrison St., Leesburg, VA (1 Point)
 - Facilities outside Loudoun County (NOT CONSIDERED)

- 8.2 Provide Costs associated with maintaining the fleet. Please fill in the pricing on the attached proposal pricing sheet (Attachment II).
- 8.3 Provide a Gantt chart showing startup timeline. The Maximum of six (6) months will be accepted. One firm will not be judged against the other. Each proposal will be evaluated upon its own merit.
- 8.4 Provide references including contacts of similar or larger fleets containing pumpers, tankers and aerial equipment as well as ambulances. Provide an estimated schedule on how Loudoun County equipment listed in Attachment I will be maintained per the scope of services. Provide resumes of proposed key personnel containing their experience with Fire and Emergency vehicles.
- 8.5 Show any variances to the County's Terms and Conditions.
- 8.6 Show how your resources will be able to meet or exceed all the requirements set forth in this Request for Proposal.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

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

- G. Proposals may be submitted via one of the following options:

US Mail to:

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

OR

Hand delivered to:

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

OR

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

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

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

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that the requirement is removed from the package to avoid delays or rejection of the package.

ALL PROPOSALS MUST BE SUBMITTED AT THE ABOVE LOCATIONS PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

- H. Each offeror shall submit one (1) original and one electronic copy (in PDF format) on a USB flash drive of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the proposal opening date *or by 12:00 p.m. **April 14, 2023***. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Completion

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

9.4 Firm Pricing for County Acceptance

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

9.5 Unit Price

Quote unit price on quantity specified and 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 an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of**

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

9.8 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

9.9 Withdrawal of Proposals

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

9.10 Subcontractors

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

9.11 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall

include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.12 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.13 Late Proposals

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

9.14 Rights of County

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

9.15 Prohibition as Subcontractors

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

9.16 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution

clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.17 Work Plan

The offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of County and offeror resources, according to skill level. All deliverable items should be identified and described.

9.18 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any Contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a Contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.19 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, Virginia 20175.

9.20 Protest

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

9.21 Debarment

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

9.22 Proof of Authority to Transact Business in Virginia

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

9.23 W-9 Form Required

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

9.24 Insurance Coverage

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

9.25 Legal Action

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

9.26 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the Contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

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

10.0 FIRE APPARATUS, AMBULANCE, HEAVY DUTY EQUIPMENT AND LIGHT DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES

PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 603790 for the price as stated in the price proposal.

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

ITEM:	INCLUDED: (X)
1. W-9 Form (9.23):	_____
2. Certificate of Insurance (9.24):	_____
3. Addenda, if any (Informality):	_____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as not eligible and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms (6.21):	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form (9.22):	_____
4. References (on County form) (9.11):	_____
5. Minimum Qualifications Documentation (4.0)	_____
6. Proposal Submission Format: Required documentation (8.0)	_____
7. One (1) Original and One (1) electronic copy on USB (9.1.H)	_____

Person to contact regarding this proposal:_____

Title:_____Phone:_____Fax:_____

E-mail:_____

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

Signature:_____Date:_____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Procurement

Division of Procurement

1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree 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/offeree 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/offeree 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/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree 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/offeree is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 603790

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

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

☐ Other _____

SERVICE RESPONSE CARD

RFQ 603790

Date of Service: _____

How did we do?

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

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

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

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Procurement Division •

PO Box 7000 • Leesburg, VA 20177

ATTACHMENT I

LOUDOUN COUNTY FLEET

ATTACHMENT II – PROPOSAL PRICING SHEET

INSPECTION AND PREVENTIVE MAINTENANCE			
Classification	Vehicle Description	Inspection Preventive Maintenance Service Interval	Unit Cost
Fire / Emergency	Truck (Ladder)	APM - Heavy Emergency	\$
		KPM - Low Voltage	\$
		LPM - Line Voltage	\$
		MPM - ANSI Aerial	\$
	Truck (Bucket)	APM - Heavy Emergency	\$
		JPM - Aerial Bucket Check	\$
	Tanker (Fire)	APM - Heavy Emergency	\$
		KPM - Low Voltage	\$
	Engine Pumper	APM - Heavy Emergency	\$
		KPM - Low Voltage	\$
	Rescue Heavy (Fire)	APM - Heavy Emergency	\$
		KPM - Low Voltage	\$
		LPM - Line Voltage	\$
Ambulance	Ambulance	APM - Ambulance	\$
		KPM - Low Voltage	\$
Heavy Duty Equipment	Truck (Heavy Duty)	APM - Heavy General	\$
	Truck (Large)	APM - Heavy General	\$
		KPM - Low Voltage	\$
		LPM - Line Voltage	\$
	Bus	APM - Heavy General	\$
		NPM - Wheelchair Maintenance	\$
	Van	APM - Heavy General	\$
Trailer	Specialty	APM - Trailer Normal	\$
	Enclosed	APM - Trailer Normal	\$
	Equipment	APM - Trailer Normal	\$
	Deckover	APM - Trailer Normal	\$
	Dump	APM - Trailer Normal	\$
	Tilt	APM - Trailer Normal	\$
	Light Tower	APM - Trailer Normal	\$
Light Duty Vehicle	Automobile	APM - Light Emergency	\$
		APM - Light General	\$
		HPM - Calibrations	\$
		IPM - Emissions	\$
	SUV (Medium)	APM - Light General	\$
		IPM - Emissions	\$
	SUV (Small)	APM - Light General	\$
		IPM - Emissions	\$

INSPECTION AND PREVENTIVE MAINTENANCE			
Classification	Vehicle Description	Inspection Preventive Maintenance Service Interval	Unit Cost
Light Duty Vehicle	Motorcycle	APM - Light Emergency	\$
	Van	APM - Light Emergency	\$
	Van (Cargo)	APM - Light General	\$
		IPM - Emissions	\$
	Van (Mini Cargo)	APM - Light General	\$
		IPM - Emissions	\$
	Van (Utility)	APM - Light General	\$
		IPM - Emissions	\$
	Van (Mini Passenger)	APM - Light General	\$
		IPM - Emissions	\$
	Van (Passenger)	APM - Light General	\$
		IPM - Emissions	\$
	Truck (Medium Duty)	APM - Light General	\$
	Truck (Pickup)	APM - Light General	\$
		IPM - Emissions	\$
	Truck (Brush)	APM - Light General	\$
	Truck (Utility)	APM - Light General	\$
VIRGINIA STATE INSPECTIONS			
Virginia State Inspection - Under 26,000 GVWR			\$
Virginia State Inspection - Over 26,000 GVWR			\$
REPAIRS			
Priority Repairs: During Normal Business Hours (7:00 a.m. – 5:00 p.m.) (Requires two (2) hour response time)			\$
Priority Repairs: After Normal Business Hours (Requires two (2) hour response time)			\$
Non-Priority Repairs: During Normal Business Hours Only (Requires seventy-two (72) hour response time)			\$
PICK-UP AND DELIVERY SERVICE			
Pick-up and Delivery (Round Trip from Apparatus location to Contractor's facility)			\$
Travel Time (To and from apparatus location to the Contractors facility)			\$

TIME AND MATERIAL WORK	
Hourly Rate	
Hourly Rate for Time and Material Work (Under 19,500 pounds)	\$
Hourly Rate	
Hourly Rate for Time and Material Work (Over 19,500 pounds)	\$

TOTAL COST \$

MARK-UP %	
Mark-up on parts	
Mark-up must not exceed 10%	%
Mark-up on Third-Party Repairs/Service	
Third-party repairs/service are repairs/service made by any vendor other than Contractor	
Mark-up must not exceed 10%	%

PM/Interval Legend:

7PM - State Inspection conducted annually

APM - Preventative Maintenance conducted annually or 5000 miles for emergency light vehicles/ annually or 7000 miles for general fleet vehicles/ every 90 days or 5000 miles for ambulances/ every 180 days or 5000 miles for Fire and Rescue Heavy apparatus/ trailers annually/ Passenger buses every 180 days or 5000 miles or as determined by Loudoun County Fleet Management.

IPM - Emissions testing/ Conducted every 2 years.

HPM - Speedometer calibrations/ conducted every 180 days.

JPM - Aerial Bucket Check/ conducted annually.

NPM - Wheelchair maintenance/ conducted annually.

KPM - Low Voltage maintenance/ conducted annually

LPM - Line Voltage maintenance/ conducted annually.

MPM - ANSI Aerial maintenance/ conducted annually.