



Loudoun County, Virginia

INVITATION FOR BID

CONSTRUCTION OF THE MOOREFIELD BOULEVARD/OLD RYAN ROAD EMERGENCY VEHICLE TRAFFIC SIGNAL AND VINEGAR HILL DRIVE BARRIER GATES

ACCEPTANCE DATE: Prior to 4:00 p.m., **April 24, 2024** "Atomic" Time

IFB NUMBER: RFQ 646810

ACCEPTANCE PLACE: Loudoun County Government Offices
1 Harrison Street, S.E., **1st Floor,**
Procurement Bids and Proposals Drop Box
Leesburg, Virginia 20175

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

ALL HAND DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 P.M. Bids will be opened and announced by the Procurement Division staff via audio/video teleconference at 4:15 p.m. (Atomic time) on the Acceptance Date. To participate in the audio portion of the opening, please dial the number provided in the Instruction to Bidders and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using Microsoft Teams Meeting with the instructions included in the Instructions to Bidders

Please contact the Contracting Officer or Assistant Purchasing Agent designated on the front cover of the solicitation with any questions regarding this process. Bidders are strongly encouraged to check the County's website routinely for updates.

ONLY THOSE FIRMS PREQUALIFIED THROUGH THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) ARE ELIGIBLE TO SUBMIT BIDS FOR THIS PROJECT. BIDS FROM NON-VDOT PREQUALIFIED FIRMS WILL NOT BE CONSIDERED.

PLEASE NOTE:

- A. To obtain the plans and specifications for this Project, send an email to the Invitation for Bid (IFB) point of contact/Contracting Officer below and the County will make them

available using the Microsoft One Drive. Bidders will receive a first email from the Contracting Officer. Then, bidders will be prompted to enter a verification code. The verification code will be from no-reply@sharepointonline.com. Please note that this email often goes into spam/ junk folder.

Please note, the Project Specifications contain Geotechnical information and a Geotechnical Report Release form signed by an individual authorized to bind the firm into a contract must be signed and submitted prior to obtaining the plans and specifications. Please attach the Geotechnical Report Release Form to your email requesting transfer of the files using the Microsoft One Drive.

- B. Bid Forms. Bid forms may be downloaded from the County's web site: www.loudoun.gov/procurement.
- C. Site Inspection. Instructions to participate in a site inspection (if provided) can be found in Section 20, Instruction to Bidders, Paragraph 20.5. Please read this section carefully as there may be specific dates established to register for the site inspection.

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

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

Name: Kristy D. Varda, NIGP-CPP, CPPO, CPPB
Title: Contracting Officer
(571) 258-3144
E-mail address: kristy.varda@loudoun.gov
This document can be downloaded from our web site:
www.loudoun.gov/Procurement

Issue Date: March 21, 2024

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

INVITATION FOR BID

MOOREFIELD BOULEVARD/OLD RYAN ROAD EMERGENCY VEHICLE TRAFFIC SIGNAL AND VINEGAR HILL DRIVE BARRIER GATES

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE	5
2.0 COMPETITION INTENDED	6
3.0 PREVAILING WAGE RATES	6
4.0 BIDDER MINIMUM QUALIFICATIONS	8
5.0 SPECIFICATIONS	10
6.0 DISCREPANCIES	11
7.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT	11
8.0 PAYMENT OF TAXES	11
9.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE	11
10.0 ETHICS IN PUBLIC CONTRACTING	12
11.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED	12
12.0 DRUG-FREE WORKPLACE	13
13.0 FAITH-BASED ORGANIZATIONS	13
14.0 EXEMPTION FROM TAXES	13
15.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS	13
16.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS	13
17.0 CONSTRUCTION CONTRACT RETAINAGES	14
18.0 ESCROW ACCOUNT FOR RETAINED FUNDS	15
19.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	15
20.0 INSTRUCTIONS TO BIDDERS	16
21.0 PRICING PAGE (BID FORMS)	23

Attachments:

Attachment 1:	Contractor Agreement
Attachment 2:	Geotechnical Report Release Form
Attachment 3	Escrow Agreement
Attachment 4:	Loudoun County Revisions to the 2020 VDOT Road & Bridge Specifications Division I - General Provisions
Attachment 5:	Plans Sheets
Attachment 6:	Schedule of Bid Items
Attachment 7:	Prevailing Wage Rate
Attachment 8:	General Provisions Supplemental Specifications
Attachment 9:	Geotechnical Report
Attachment 10:	Moorefield Signal Foundation Design
Attachment 11:	VDOT Form C-104
Attachment 12:	VDOT Form C-105

Authorized By: /s/ Kristy D. Varda, NIGP-CPP, CPPO, CPPB Date: March 21, 2024

MOOREFIELD BOULEVARD/OLD RYAN ROAD EMERGENCY VEHICLE TRAFFIC SIGNAL AND VINEGAR HILL DRIVE BARRIER GATES

1.0 PURPOSE

The Intent of this Invitation for Bid (IFB) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified General Contractor to construct the Moorefield Boulevard/Old Ryan Road Emergency Vehicle Traffic Signal Project and the Vinegar Hill Drive Barrier Gates Project (the "Projects" and/or "Project"). The Projects include a traffic signal installation at the intersection of Moorefield Boulevard and Old Ryan Road with driveway widening at the Loudoun County Fire station 23 in Ashburn, Virginia as well as the security gates along Vinegar Hill Drive at the Ashburn Metro Center. The Signal Foundation has been designed and approved by the Virginia Department of Transportation (VDOT). Contractor is to provide and install VDOT pre-approved poles and mast arms. The general scope of work includes, but is not limited to, all surveying, construction layout, maintenance of traffic, minor earthwork, installation of traffic signal equipment, Strongarm barrier gates installation, camera and lighting installation, telecommunication and power conduits installation with integration to the existing Metro Garage system. Projects must also adhere to erosion & sediment control, safety procedures, and complete compliance with all applicable permits.

1.1 Prevailing Wage Rates:

The County Construction Contract resulting from this IFB requires the payment of **Prevailing Wage Rates**. Refer to Section 3.0 in this IFB.

1.2 Record Plan Set and Maintaining Site Elevations:

The Contractor shall be responsible for all surveying to ensure the Project is installed per the Construction Documents. Any deviations from the Contract Documents shall be specifically requested via Request for Information (RFI) submitted to the Architect/Engineer of Record. All deviations shall be noted in the Contractor's "Record Set" of Construction Documents. Upon completion of the Project, two (2) hard-copy sets, and one (1) digital copy of "Record Set" Construction Documents shall be provided to the County. The Contractor will be responsible for the removal of all vegetation as required by the Contract Documents, to include, haul-off and disposal. Excess topsoil and spoils shall be removed from the site. Hauling and disposal of these materials shall be included in this Contract. Should the Contractor require the import of suitable materials to maintain the elevations and grades shown on the Contract Documents, then the Contractor shall be responsible for the costs of the suitable materials, inclusive of hauling, placement, and compaction.

1.3 This is a LUMP SUM CONTRACT:

The bidders' unit prices provided in the Schedule of Bid Items are used to establish a bidder's lump sum total. The quantities and items provided on the Schedule of Bid Items form are estimates only and may be modified by bidders with the exception of the Allowances. **Bidders are not to modify the Allowance quantities.** The unit prices provided by bidders in the Schedule of Bid Items are to pre-establish costs in the event of County

Directed changes. Actual quantities and items needed to complete the work in accordance with the Contract Documents shall be inclusive in each pay item or incidental to other pay items and included in the Lump Sum amount.

1.4 Utilities:

It is the responsibility of the Contractor to schedule and coordinate all the utility work to meet Project Milestones, Phasing, and the completion date of the Project.

1.5 VDOT Bonds:

In addition to bid bond, payment, and performance bonds required by the County of Loudoun and prior to the issuance of the County's Notice to Proceed, the successful bidder will be required to obtain a VDOT Land Use Permit (LUP)-A Permit, Grading Permit, a Trailer Permit, and post a bond with VDOT for the estimated value of the work that is to be constructed in the VDOT right of way. The successful bidder will be required to post any post-construction bond mandated by VDOT.

1.6 Project Administration: The County will require the Contractor to use e-Builder for the administration of this Project. The County will provide the Contractor one or two licenses for its use and provide training for the Contractor. Basic training will be required and provided by the County at no cost to the Contractor. This level of training is at the recommendation of e-Builder and should provide proficiency. If the Contractor does not demonstrate proficiency with the software following this training, additional training required for complete proficiency will be at the Contractor's cost. Additional licenses may also be purchased at the Contractor's cost. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

2.0 COMPETITION INTENDED

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

3.0 PREVAILING WAGE RATES

Remuneration to any individual performing work on the County Construction Contract resulting from this IFB shall be at a rate equal to or greater than to the prevailing wage rate identified in Attachment 7 to this IFB.

3.1. The General Contractor awarded a County Construction Contract as a result of this IFB, and any sub-contractors hired by the General Contractor to perform Work on the County Construction Contract resulting from this IFB, shall pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting County Construction Contract at or greater than the prevailing wage rate identified in this IFB.

- 3.2. Any General Contractor or any subcontractor who employs any mechanic, laborer, or worker to perform Work under the County Construction Contract resulting from this IFB, at a rate that is less than the prevailing wage rate identified in this IFB (i) shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent accruing from the date the wages were due; and (ii) shall be disqualified from bidding on public contracts with any public body until the contractor or subcontractor has made full restitution of the amount described in clause (i) owed to such individuals. A contractor or subcontractor who willfully violates this section is guilty of a Class I misdemeanor.
- 3.3. After award of the County Construction Contract, the General Contractor to whom such contract is awarded shall certify under oath, to the Commissioner of Labor and Industry the pay scale for each craft or trade employed on the Project to be used by such contractor and any of the contractor's subcontractors for work to be performed under such public contract. This certification shall, for each craft or trade employed on the Project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan or program to which benefit payments will be made on behalf of employees. The certification shall be sent to the Commissioner of Labor and Industry each pay period for the duration of the Project.
- 3.4. The General Contractor awarded a County Construction Contract as a result of this IFB, shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the public works Project is employed during each workday and week. The employer shall preserve these records for a minimum of six (6) years and make such records available to the Department of Labor and Industry within ten (10) days of a request and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period they request.
- 3.5. No later than ten (10) days after the date of the Notice to Proceed, the General Contractor awarded a County Construction Contract as a result of this IFB and subcontractors performing on a County Construction Contract shall post the prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at any such places as are used by the contractor or subcontractors to pay workers their wages. Within ten (10) days of such posting, a contractor or subcontractor shall certify to the Commissioner of Labor and Industry its compliance with this subsection.
- 3.6. The General Contractor awarded a County Construction contract as a result of this IFB shall include the requirement in all subcontracts issued and require the same requirement to be inserted by all lower tier subcontractors

in their subcontracts to pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting County Construction Contract at or greater than the prevailing wage rate identified in this IFB.

- 3.7. Information regarding Prevailing Wage Rates and the Department of Labor and Industry Forms can be found at <https://www.doli.virginia.gov/prevailing-wage-law/>.

4.0 BIDDER MINIMUM QUALIFICATIONS

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

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

- 4.1 VDOT Prequalification. Bidder shall be on VDOT's list of pre-qualified bidders. Provide appropriate documentation to verify, such as a certificate from VDOT. VDOT Prequalification categories of Conditional, Currently Inactive or Probationary will not be accepted.
- 4.2 Debarment: By signing the Pricing Page contained in the IFB, bidders are certifying that bidder is not currently debarred by any local or state government or the Federal Government. Bidders shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.
- 4.3 The Contractor submitting a bid shall not be disqualified from bidding for a violation of the Commonwealth of Virginia prevailing wage law.
- 4.4 Provide evidence of a contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:
 - A. Registered Commonwealth of Virginia Contractor: Class A. Include a copy of the Class A Contractors license in your bid.
- 4.5 Experience requirements for the General Contractor.
 - A. The General Contractor submitting a bid must demonstrate extensive successful experience in the construction of public facilities similar in scope and size to the plans and specifications contained herein. Demonstration of this experience shall be by means of providing a minimum of three (3) Project references with minimum construction costs of one million dollars (\$1,000,000.00) that have been completed within (10) ten years from the date of this IFB. All Project references provided must demonstrate successful experience in the type of construction required by this Project.

Each Project references should include:

- Name and location of the Project.
- Final construction cost.

- Final completion date and Project duration.
- Penalties assessed such as liquidated damages.
- Project description of sufficient detail to allow determination of Projects size and scope to include structural elements involved in the Project. Project references shall also include:
 - Contract schedule milestones
 - Identification and description of similar characteristics to the Project contained herein.
 - Name of the Project Manager and Superintendent who had direct responsibility for the Project.
 - Photographs of all key aspects of the work of sufficient quality to demonstrate the quality of the Bidders work.
 - Name, address, current phone number, and e-mail addresses of architects and owners.

Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. The County intends to contact owners/architects provided as references to verify information provided. Failure of the Owner/Architect to respond to the County's inquiry may be cause for the County to require additional references meeting the requirements of this IFB Section be submitted.

- 4.6 Verification of Bonding Capability. Bidder shall include in their bid a letter from a surety or insurance company (with a Best's Financial Strength Rating of A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the Bidder is capable of obtaining a performance and payment bond based on the bidder's estimated contract value for the construction of the Lovettsville Community center, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified in herein, in a manner similar to the notation provided below:

"As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project." This letter shall also state the Bidder's per Project and total bonding program limits and that the Surety is authorized/licensed to do business in the Commonwealth of Virginia.

5.0 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by Dewberry Engineers, Inc. September 29th, 2022 (Signal) and January 5, 2024 (Barrier Gates).

5.1 The following documents shall be incorporated into the Project Plans and Specifications:

- Latest version of the VDOT Road & Bridge Specifications and the VDOT Road & Bridge Standards as supplemented.
- Loudoun County Revisions to the 2020 VDOT Road and Bridge Specifications Division I General Provisions (Attachment 4). This document shall replace the VDOT Division 1 Specifications.
- 2011 Edition of the Virginia Work Area Protection Manual and 2009 Edition for Manual on Uniform Traffic Control Devices.
- Latest Virginia Department of Conservation and Recreation (DCR) Erosion and Sediment Control Handbook, DCR Erosion & Sediment Control Inspector and Responsible Land Disturber Certifications.
- VDOT Land Use Permit and Entrance Permits, Loudoun County Grading Permit, Land Development Application, Building and all other applicable permits.
- Loudoun County Facilities Standards Manual.
- Supplemental Specifications, Special Provisions and Special Provision Copied Notes contained herein.

5.2 Coordination of Plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions, and Special Provision Copied Notes.

The plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions, Special Provision Copied Notes, and other Contract Documents are part of the Contract. A requirement occurring in one Contract Document shall be as binding as though occurring in all. The Contract Documents are intended to be complementary, and to include, describe and provide all items necessary for the Contractor's proper and complete performance of the Work.

In case of a discrepancy, the following order of priority will apply, with the highest governing item appearing first and the least governing item appearing last:

- Special Provision Copied Notes. The Contract items, units and unit prices listed in the Contract's Schedule of Items have the same status as Special Provision Copied Notes.
- Special provisions.
- Plans.
- Supplemental Specifications.
- Specifications.

- Standard Drawings (including all revisions issued through the date of Advertisement). Calculated dimensions, unless obviously incorrect, will govern over scaled dimensions.

The Contractor shall not take advantage of any obvious or apparent ambiguity, conflict, error or omission in the plans or the Contract. If after beginning work the Contractor discovers an ambiguity, conflict, error, or omission in the Contract, he shall immediately notify the Engineer and before proceeding further with the affected work. The Engineer will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

6.0 DISCREPANCIES

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

7.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

8.0 PAYMENT OF TAXES

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

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

9.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

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

Specifically, Loudoun County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with

disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

10.0 ETHICS IN PUBLIC CONTRACTING

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

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

11.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

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

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

12.0 DRUG-FREE WORKPLACE

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

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

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

13.0 FAITH-BASED ORGANIZATIONS

The County does not discriminate against faith-based organizations.

14.0 EXEMPTION FROM TAXES

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction Project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

15.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

Within fifteen (15) calendar days after the effective date of the County – Contractor Agreement, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions

of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and

- B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- E. If at any time, any surety or sureties become insolvent or are determined by the County to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- F. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.
- G. The successful bidder's failure to furnish to the County acceptable bonds, within 15 days after the effective date of the County – Contractor Agreement shall be considered just cause for cancellation of the award and forfeiture of the construction contract bid security. In such event, the proposal guaranty shall become the property of the County, not as a penalty but in liquidation of damages sustained.

16.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

17.0 CONSTRUCTION CONTRACT RETAINAGES

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

18.0 ESCROW ACCOUNT FOR RETAINED FUNDS

Provided the Bid price exceeds \$200,000.00 and subject to the provisions of §2.2-4334 of the Virginia Public Procurement Act, the bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County, and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included with this bid shall be executed by the Contractor and submitted to the Purchasing Agent within fifteen (15) calendar days of notification by the County that its bid has been accepted. If the "Escrow Agreement" is not submitted within the fifteen (15) day period, the Contractor shall forfeit such rights to the use of the escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and an executed escrow agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent.

The escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

19.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth

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

20.0 INSTRUCTIONS TO BIDDERS

20.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the **ENTIRE** solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB as well as "Division of Procurement".
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this IFB. The time can be verified by visiting <https://time.gov/> and selecting Eastern Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids or using a private carrier shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids must be submitted via one of the following options:

US Mail to:

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

or

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

or

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

Faxed and e-mailed bids **will not** be accepted.

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

Due to security restrictions, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 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: Bids delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that requirement is removed from the package to avoid delays or rejection of the package.

ALL BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 P.M. Failure by a bidder to address and label their bids in accordance with the requirements of this section may result in bid being delivered to an incorrect location which will ultimately result in bid rejection for late submission.

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 firm shall submit one (1) original of their bid and *one (1) electronic copy (in a single PDF format) on a USB flash drive* to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid. The Pricing Workbook should be submitted in Excel format on the flash drive as well.
- I A public bid opening will be held virtually using Microsoft Teams at approximately 4:15 P.M. on the Acceptance date. See the Microsoft

Teams log in information provided below. To participate in the audio portion of the opening, please dial the number provided below and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using Microsoft Teams with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 279 720 432 241

Passcode: 89ZUoF

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 757-600-4923,,647917284#](#) United States, Virginia Beach

Phone Conference ID: 647 917 284#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

20.2 Questions and Inquiries

Questions and inquiries will be accepted in writing (email) only from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening, and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 4:00 p.m. April 10, 2024**. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from www.loudoun.gov/procurement.

20.3 Prevailing Wage Rate Request for Additional Classifications

Bidders' requests for additional Prevailing Wage Rate classifications shall be submitted to the Contracting Officer not later than fifteen (15) days after the Issue Date of this IFB on the attached Virginia Department of Labor and Industry, Request for Additional Wage Classification Form. Bidder shall complete the attached form, provide sufficient supporting documentation to allow the Virginia Department of Labor and Industry to render a decision and sign. Any requests for additional information from the Virginia Department of Labor and Industry shall be provided to the Contracting Officer with 72 hours of receipt. Requests for additional Prevailing Wage Rate classifications received after fifteen (15) days from the Issue date of this IFB will not be responded to.

20.4 Exceptions/Additions

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

20.5 Inspection of Site

All bidders are encouraged to make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting Contract.

20.6 Firm Pricing for County Acceptance

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

20.7 Proprietary Information

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

20.8 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

20.9 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

20.10 Late Bids

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

20.11 Rights of County

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

20.12 Prohibition as Subcontractors Under Competitive Sealed Bidding

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

20.13 Vendor Preference in Tie Bids

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

20.14 Anti-Trust Violations

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

20.15 Basis for Award

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

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident Contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of

Virginia and is the next lowest bidder. If the lowest bidder is a resident Contractor of a state with an absolute preference, the bid preference shall not be considered.

20.16 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

20.17 Notice of Award

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

20.18 Protest

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

20.19 Construction Contract Bid Security

Bid security is required for this Project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner the security requirements.

The apparent low bidder's Contract Bid Security shall be subject to forfeiture if the apparent low bidder withdraws his bid prior to award, or fails to sign and return the County – Contractor Agreement. The Contract Bid Security shall be forfeited according to the forfeiture provisions in Code of Virginia (§ 2.2-4336) and the proposal guaranty.

20.20 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

20.21 Debarment

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

20.22 Proof of Authority to Transact Business in Virginia

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

20.23 W-9 Form Required

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

20.24 Insurance Coverage

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

20.25 Acknowledgement of Contract

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

20.26 Legal Action

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

20.27 Certification by Contractor as to Felony Convictions

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



Loudoun County, Virginia

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

21.0 PRICING PAGE (BID FORMS)

CONSTRUCTION OF THE MOOREFIELD BOULEVARD/OLD RYAN ROAD EMERGENCY VEHICLE TRAFFIC SIGNAL AND VINEGAR HILL DRIVE BARRIER GATES

The firm of _____
hereby offers to achieve substantial completion of the _____
in accordance with this Invitation for Bid within _____ (___) days after Notice to Proceed.

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

1. **Construction of the Moorefield Boulevard/Old Ryan Road Emergency Vehicle Traffic Signal and Vinegar Hill Drive Barrier Gates Project**

Lump Sum = \$ _____

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

ITEM:

1. W-9 Form (20.23):
2. Certificate of Insurance (20.24):
3. Addenda, if any (Informality) (20.11):
4. Geotechnical Report Release Form (Attachment 2):
5. One (1) electronic copy on USB Flash drive

INCLUDED: (X)

3. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (20.2).

ITEM:

INCLUDED: (X)

- | | | |
|----|--|-----------------------------|
| 1. | Addenda, if any (20.2): | _____ |
| 2. | Payment Terms: | _____ net 30 or _____ Other |
| 3. | Proof of Authority to Transact Business in Virginia Form (Page 25): | _____ |
| 4. | Bid Bond (20.19): | _____ |
| 5. | Minimum Qualifications (4.0) | |
| a. | Prequalified by VDOT (4.1)
(Include copy of certificate with bid) | _____ |
| b. | Debarment History, if required (4.2) | _____ |
| c. | Virginia Contractor Class A license (4.4):
(Include copy of certificate with bid) | _____ |
| d. | Experience Requirements (4.5) | _____ |
| e. | Verification of Bonding Capacity (4.6) | _____ |
| 6. | Schedule of Bid Items (Attachment 6) | _____ |
| 7. | VDOT Form C-104 (Attachment 11, 102.05) | _____ |
| 8. | VDOT Form C-105 (Attachment 12, 102.05) | _____ |

4. Bidder shall indicate below its intended use, or nonuse of the escrow provisions available:

I **DO** ___ OR I **DO NOT** ___ WISH TO USE THE ESCROW ACCOUNT FOR RETAINED FUNDS AS PROVIDED FOR IN THIS BID DOCUMENT.

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (20.8): _____

Signature: _____ Date: _____

Address: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents, to include the general Conditions of the Construction Contract and agrees to the Terms and Conditions as contained herein and that your Firm is not currently Debarred by a local or state government or the Federal Government.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Procurement

Division of Procurement

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

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. The Bidder:**

- ☐ is a corporation or other business entity with the following SCC identification number: _____ -
OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -**OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -**OR-**
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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 INVITATION FOR BID?

RFQ 646810

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

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

☐ Other _____

SERVICE RESPONSE CARD

RFQ 646810

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: • Tresha Taylor • Tresha.taylor@loudoun.gov • Procurement •
PO Box 7000 • Leesburg, VA 20177**