



Loudoun County, Virginia

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## INVITATION FOR BID

### **GROUND MAINTENANCE SERVICES FOR VARIOUS PARKS, RECREATION AND COMMUNITY SERVICES (PRCS) SITES**

ACCEPTANCE DATE: Prior to 4:00 p.m., March 26, 2020 "Atomic Time"

IFB NUMBER: RFQ 193782

ACCEPTANCE PLACE: Department of Finance and Budget  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on March 4, 2020 at 3:00 PM in the Phil Bolen Room, 742 Miller Drive, Leesburg, Virginia 20177 for clarification of any questions on the specifications.

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

Gerald Landayan  
Contracting Officer  
(703) 771-5956  
(703) 771-5097 (Fax)  
E-mail address: Gerald.Landayan@loudoun.gov

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

Issue Date: February 20, 2020

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

**GROUNDS MAINTENANCE SERVICES FOR VARIOUS PARKS,  
RECREATION AND COMMUNITY SERVICES (PRCS) SITES**

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Prepared By: Gerald Landayan Date: February 20, 2020  
Contracting Officer

# **GROUND MAINTENANCE SERVICES FOR VARIOUS PARKS, RECREATION AND COMMUNITY SERVICES (PRCS) SITES**

## **1.0 PURPOSE**

The intent of this Invitation for Bid (IFB) is to obtain the services of multiple qualified Contractors to perform Grounds Maintenance Services at Various Parks & Recreation and Community Services (PRCS) Sites for the County of Loudoun (County). A listing of PRCS Sites are contained in Attachments 1 & 2. It is strongly recommended that all bidders make an on-site inspection of the locations 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 at the awarded amount.

The County may award multiple contracts, with a maximum of four (4) awards. Each contract will be awarded for services required across all sites listed in Section 5. Scope of Work. The assignment of work will be distributed amongst awarded Contractors based on the resources each commits to the Contract. The sites assigned to each Contractor may vary by event.

## **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 or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

## **3.0 DISCREPANCIES**

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

## **4.0 BIDDER'S MINIMUM QUALIFICATIONS**

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

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

- 4.1 Bidders shall demonstrate they have been in business providing similar grounds maintenance services for at least the last five (5) years.

- 4.2 Bidders shall provide, at a minimum, three (3) comparable references of which similar work has been performed. These references shall be for work performed for other governmental agencies or other large commercial properties. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed.
- 4.3 Firm is required to be registered with the Virginia Department of Agricultural and Consumer Services (VDACS) both as a pesticide business and a fertilize applicator. Both Certificates must be submitted with response.

## **5.0 SCOPE OF SERVICES**

### **5.1 General**

- A. The PRCS sites to be maintained are listed in Attachment 1 of this IFB. Specific services to be performed at each site will be determined by program budget. The County reserves the right to add or delete locations as necessary. The County will assign locations to winning bidders by cost, work balance, or areas of the County.
- B. Workers shall be supervised by a qualified, responsible crew leader. Equipment operators shall be properly trained to safely operate any machinery used. A crew member able to speak conversational English shall be on site during all work operations. All personnel shall wear uniforms prominently displaying company name. All personnel shall also carry proper identification at all times. Uniforms shall be in good condition and have a neat appearance. All vehicles shall be identified with company name.
- C. Workers shall be courteous to site users and ensure that work operations do not cause hazards or interfere with site use.
- D. Dangerous or unusual situations in work areas that affect work performance shall be reported to the Contract Administrator as soon as practical, but no later than twenty-four (24) hours from discovery of situation.
- E. Contractor and subcontractors shall be responsible for all damages caused by their employees. Such damage shall be repaired promptly to the satisfaction of and at no expense to the County.

### **5.2 Lawn Mowing Specifications – All Locations**

- A. Unit price is for one weekly mowing and trimming of all turf as shown on site maps. Contractor shall provide enough equipment and personnel to complete all mowing once per week. Generally, sites shall be mowed on weekdays between the hours of 7:00 a.m. and 6:00 p.m. Weekend mowing, due to weather, may be approved by Contract Administrator.
- B. Mowing season shall begin approximately the first week of April and end the first week of November, depending on contract award and

weather. The number of mowing weeks is an estimate and mowing shall be done weekly as requested by the County. The County will make the final determination of when mowing shall and shall not be done. The County will only pay for actual services rendered during a month.

- C. Air Quality Action Days: When air quality conditions for the following day are forecasted to be "Code Red" or "Code Purple", mowing operations for that day are to be suspended. Mowing may resume when forecast is changed to "Codes Orange, Yellow, or Green".
- D. The Contract Administrator will assist the Contractor in locating all mowing areas at the beginning of the mowing season. Contractor shall be available for periodic inspections of the sites at the request of the County.
- E. At the beginning of each season, prior to the start of mowing, Contractor shall provide a tentative routing indicating the day of the week each site will be mowed, and the order sites will be mowed in each day. Contract Administrator will notify Contractor of any needed changes, and Contractor will be allowed three (3) weeks to adjust mowing schedule. Following the adjustment period, the Contractor shall provide the Contract Administrator with a written schedule and thereafter mow each site on the same day each week. Athletic field surrounds shall not be mowed after 5 p.m. without permission from Contract Administrator.
- F. Unless noted otherwise, all lawn areas shall be mowed once per week to a height of 3" to 4". At no time shall any grass be mowed shorter than 2.5", or be allowed to grow taller than 8".
- G. Turf inaccessible to mowers (e.g., against buildings, around posts, on medians, along fence lines and curbs, etc.) shall be trimmed to 3" to 4" at each mowing. String trimmers and other power equipment shall never be used to trim against tree trunks or historical structures such as: Arcola Slave Quarters.
- I. Edging of paved areas, curbs and stepping-stones shall be done at the beginning of each mowing season. It shall be repeated, as needed, so that root growth of turf or weeds does not extend farther than .75" and foliage growth does extend farther than 3" over the edges of pavement, curbs or pavers.
- J. Trash, branches, rocks, or other debris shall be removed from turf before each mowing. Debris collected shall be removed from each site and disposed of legally.
- K. After mowing, all clippings and mowing/edging debris shall be promptly removed from pavements, mulched areas, buildings, vehicles, and fences. The use of mulching mowers is preferred and encouraged, but clippings shall be removed from lawns after mowing if clumps larger than 3" are present or if clipping density causes turf to be more than thirty percent (30%) covered.

- L. Mulched areas shall remain free of ruts, compaction, and tire tracks caused by mowing equipment. Mowing shall be done with appropriate size equipment, in a manner that minimizes scalping, rutting, tire marking, and missed areas on lawns.
- M. Mower blades shall be sharp enough to cleanly cut each grass blade. Tearing of the leaf is not acceptable.
- N. All equipment guards, chutes, and other safety devices are to remain in place and engaged during mowing. Cutting shall be done so that clippings are not ejected onto vehicles, permeable pavement, mulched areas, flower beds, walls, windows, drains, gutters, storm water structures, bio-retention beds, etc. Special care is to be taken not to cause damage or injury when working around vehicles or pedestrians.
- O. Care should be taken so that no fuel is spilled when refilling equipment or containers. Filling shall be done away from storm drains, permeable pavement, and plants. Fuel spills shall be contained and cleaned up immediately per local, state, and federal regulations.

#### 5.3 Leaf Removal – As Needed Basis

- A. The Contractor shall provide leaf removal service for the listed sites on an as needed basis as determined by the County. Contractor shall arrange for the disposal of leaves collected and incorporate any associated fees as overhead.
- B. Leaf removal is to occur approximately two (2) times during the fall and early winter. The preferred start dates for leaf collection are the second Monday in November and the second Monday of December; but are subject to change depending on weather and volume of leaves.
- C. Leaves shall be removed from all developed areas including turf, beds, mulched areas, parking lots, walkways, curbs, stair/window wells, and pavement. See Attachment #3 for information on access to locked areas. All collected leaves and debris shall be removed from the sites and disposed of legally. Care shall be taken to keep dust and debris generated during collection from being deposited on vehicles or structures.
- D. Under no circumstance shall leaves be raked, blown, dumped, or otherwise placed into landscape beds or natural areas. It is acceptable to mulch leaves into lawn areas if shredded pieces are no larger than .25".

#### 5.4 Nuisance Ordinance Mowing Specifications

Contractor may be required to provide mowing services pursuant to the County's Nuisance Ordinance. Unit price is one man hour of mowing and trimming per following specifications. Pricing shall include all needed tools and equipment.

- A. Contractor shall provide enough equipment and personnel to complete all work within three (3) business days of a notice to proceed by a

County representative. The notice to proceed will normally consist of a faxed or e-mailed work request form. Unless otherwise directed, work should be done on weekdays (Monday – Friday) between the hours of 7:00 a.m. and 6:00 p.m.

- B. Season shall run with contract award. Each site will be mowed one (1) time per work order.
- C. Air Quality Action Days: When air quality conditions for the following day are forecasted to be “Code Red” or “Code Purple”, mowing operations for that day are to be suspended. Mowing may resume when forecast is changed to “Codes Orange, Yellow, or Green”.
- D. County representative will provide a work request form for each site. The form will outline the scope of work, and will indicate whether the dwelling is occupied.
- E. If dwelling is noted on work request as unoccupied, the Contractor’s crew leader should knock on the front door before starting work. If an occupant is discovered, work may proceed unless crew leader feels it is unsafe to do so. When dwelling is known to be occupied, the County will notify the occupants of the intention to proceed with work before mobilizing Contract crews. When work request is issued for an occupied dwelling, a deputy or other security personnel will be provided by the County at the request of the Contractor.
- F. Unless noted otherwise, all lawn areas shall be mowed to a height of 3 to 4”. At no time shall any grass be mowed lower than 2.5”.
- G. Grass that cannot be mowed (e.g., against buildings, around posts, along fence lines and curbs, etc.,) shall be trimmed to 3 – 4”.
- H. Edging shall not be done unless indicated on work request.
- I. Trash, branches, rocks, or other debris on lawn shall be removed before mowing. Other debris to be removed will be indicated on work request form. Debris shall be removed from each site and disposed of legally. A County landfill fee-waiver card may be issued to the Contractor. This card is to be used solely for the disposal of debris collected during the performance of this Contract. Landfill receipts shall be attached to and returned with completed work request forms.
- J. Hazardous material found during mowing or site clean-up may be left for removal by others. Contractor shall notify County representative of the presence of hazardous materials at earliest opportunity.
- K. After mowing, clippings shall be removed from pavements, mulched areas, buildings, vehicles, and fences. Grass clippings shall be removed from lawns if clipping density causes turf to be more than thirty (30%) covered.
- L. Mowing shall be done in a manner that minimizes scalping, tire marking, and missed areas on lawns.

- M. Contractor shall be responsible for all damage caused by their employees. Such damage shall be repaired promptly to the satisfaction of and at no expense to the County.
- N. A separate invoice will be required for each work order/site. Invoice should note site address and itemized charges including mobilization fee, hourly charges, and landfill fees (if fee-waiver card not used).

5.5 Landscape Labor – General

- A. Unit price is hourly rate for performance of as-needed landscape work. Price includes labor, supervision, tools, non-specialized equipment. Materials will be provided by the County or negotiated separately.
- B. Tasks may include: Small plantings; Watering – using on-site spigots; Grading with hand-tools; Turf repair; Woodline pruning; Invasive plant removal; Spring cut-back of ornamental grasses.
- C. A written request for services will be provided by Contract Administrator, outlining specific instructions and specifications for each task. Once scope of work is agreed-on, work shall be scheduled at a mutually agreeable date, preferably within two (2) weeks.

5.6 Landscape Services

- A. Unit price is for weekly, bi-weekly, or monthly service at sites listed on Pricing Schedule, provided thirty (30) times during the growing season. Weekly service will include weed control, clearance pruning, maintenance of herbaceous perennials, and debris/trash removal from beds and tree rings. Pricing shall include all work needed to meet the following specifications.
- B. Contractor shall provide personnel, supervision, equipment, and materials to control weeds. Weeds are undesirable plants, not intentionally planted or seeded. Seedlings of shrubs, trees, and ornamental grasses are generally considered weeds, and should be controlled. Root-suckers may also be weeds, but should cut or pulled rather than treated with herbicides, as they are physically attached to the desirable landscape plant.
- C. Weeds are to be controlled within the formally maintained portion of each site, including the following areas: beds, trees rings, bio-retention beds, Filterra units, paved parking areas, curbs, walkways, fence-lines, utility/equipment areas, around structures. Weed control shall not be performed in, near or around playground equipment or on any fall protection surfaces. Personnel shall have considerable knowledge of landscape plants to avoid damage to desirable species.
- D. Weeds shall be killed or removed before they grow larger than 4" in height or spread. Weeds shall be controlled April through October.
- E. Contractor will supply Contract Administrator with chemical information prior to application.



- F. Herbicide spraying is the preferred method of control, but hand-pulling shall be used if weeds are too close to landscape plants or too large for a safe and effective herbicide application. Top-growth and roots of weeds shall be removed when hand-weeding. Herbicide contact with any part of landscape plants due to overspray, dripping, or splashing is unacceptable. Herbicide shall be applied as a course-pattern, low-pressure spray to wet each weed, but not to the point of dripping. Herbicide shall not be broadcast or sprayed on mulch, tree trunks, or any other surface. Moderation and care should be used when spraying around fences, objects, and structures – large areas of bare dirt and killed weeds should not be created due to overzealous or careless spraying. Contractor shall make repairs to turf and landscape plants damaged by misapplication.
- G. Applications should be suspended if wind speeds are higher than ten (10) miles per hour, or if National Weather Service forecasts 60% or higher chance of rain within two (2) hours.
- H. Contractor shall have and keep current a valid Pesticide Business License issued by the Virginia Department of Agriculture and Consumer Services. Applicators shall also be appropriately licensed by VDACS and shall comply with all federal and state laws and regulations. Applicator shall always have at hand Material Safety Data Sheet (MSDS) and product label for materials being applied, state pesticide license, appropriate spill control, and decontamination supplies.
- I. Herbicide applications are to be scheduled to minimize exposure to site users. Proposed weed control schedule is to be provided to contract administrator at least three (3) business days in advance, so he/she may notify site staff and coordinate access for the herbicide application. Do not begin application until treatment areas are clear of humans and animals. Application shall be suspended if humans or animals enter areas to be treated. Flags/signage shall only be installed if required by federal and state laws and regulations.
- J. Within two (2) working days of weed control visit, provide the following info to Contract Administrator in writing: date of weed control, site name, description of areas treated/weeded, approximate quantity of tank-mix applied. Please note if flags/signage were installed, so removal can be arranged by Contract Administrator.
- K. Trees, shrubs, and herbaceous plants shall be pruned to remove broken or damaged parts; to remove safety hazards and to maintain the following: Clear pedestrian access; Clear vehicle access; Clear sight lines; Clear view of all site signage. Pruning shall be done using clean, sharp pruners, loppers, or saws. The use of hedge-shears is prohibited. Branches shall be headed-back to a healthy bud or branch. The natural form of the plant shall be retained. Brush shall be removed from site and disposed-of legally.

- L. Herbaceous Perennials shall be maintained by pruning to remove dead leaves, stems, and parts; and to remove unattractive or vigor-reducing seed-heads. Remove pruned parts from site and dispose-of legally.
- M. Natural debris and litter shall be removed from beds, tree rings, and bio-retention beds at each visit. Resulting debris and litters shall be removed from site and disposed-of legally.

5.7 Annual Landscape Services

- A. Unit price is the total of one annual occurrence each of: Mulching; Core-Aerating; Turf Fertilization; Over seeding. Contractor will provide all labor, equipment, and materials to complete tasks as specified. Submit label information or manufacturer's certified analysis for proposed mulch, chips, and seed to Contract Administrator for approval before use. Prior to starting work, the Contractor must submit a schedule listing sites and expected work date. The Contract Administrator must be notified of changes to this schedule at least 48 hours in advance.
- B. Annual mulching of each site shall generally be done in spring, on an as-needed basis. Season and general timing will be determined by the Contract Administrator.
- C. Shredded pine bark shall be provided for mulching unless other material is specified. Material choice shall be based on currently used material in each bed or tree ring. Material shall be mulch-grade, with most particles being between 5/8" –1.5". Mulch pieces larger than 5" shall be discarded. Mulch shall be free of soil, wood, rocks, and other foreign matter.
- D. Weeds larger than 2" shall be completely removed from areas to be mulched. Weeds smaller than 2" may be removed, or treated with a herbicide. Herbicide must be applied by a certified applicator, according to label instructions. Dead leaves, litter and debris shall be removed from beds and interior of shrubs before mulching. Debris shall be removed from the site and disposed of legally (not dumped in woods or undeveloped parts of site).
- E. Areas to be mulched shall be edged where the bed meets turf or pavement. If possible, edge shall be located just beyond the dripline of the plants. Beds shall be enlarged as necessary to accommodate the growth of plants. Do not reduce plant size to fit within the existing edge. Bed perimeter shall be formed into smooth curves that are easily mowed. Edging shall not be done around or adjacent to trees to avoid root damage. For individual trees in turf, mulch shall form a circular bed around the tree. Edges shall be at least 2" deep but not deeper than 6". The edge shall be roughly V-shaped, with the outside surface of the edge vertical, and the inside surface at 50-70 degrees from the vertical outside edge. When edge meets a hard surface such as a walkway or curb, the hard surface shall be free of soil before mulch is installed. Spoils from edging may be spread in bed if amounts are not excessive (less than .5" depth when spread). Clods shall be broken up and all

weeds and sod pieces shall be removed. Remove excess spoils from the site.

- F. Plants shall not be pruned during mulching operations, except to remove broken or otherwise damaged branches. Branches may be carefully lifted and tied to allow mulching underneath.
- G. Mulch shall be applied to all existing beds and tree rings in an even layer to a final depth of 2-4", including old mulch. Old mulch that is crusted-over shall be broken up and re-spread, or removed, before the addition of new mulch. Edges should be filled to grade with slightly compacted mulch. Mulch shall not be closer than 4" to the bark of trees/shrubs or the crowns of perennials. Turf and paved areas shall be free of mulch and debris when Contractor leaves site.
- H. Aeration, fertilization, and over seeding shall be performed one time annually, between September 1 and October 15<sup>th</sup>. County will provide soil test recommendations for fertilization. Prior to the start of work, County staff will flag sprinkler heads at irrigated sites. If excessive wet or dry weather delays work, Contract Administrator may allow additional time to complete the tasks.
- I. All accessible turf shall be core-aerated to a depth of 2-3". Aeration shall be done in two passes, the second perpendicular to the first. Paved areas and planting beds shall be free of cores at the completion of the task.
- J. All turf areas shall be "over-seeded" with special attention paid to dead or bare spots of nine (9) square inches or greater. Minimum seeding rate shall be 5.5 lbs. per 1,000 square feet. Seed mix shall contain no less than 80% Turf-Type Tall Fescue. The tall fescue portion of the mix shall contain equal amounts of at least three fescue varieties. These varieties are to be selected from the latest Virginia Turf grass Variety Recommendations from Virginia Tech. These recommendations are available at [www.ext.vt.edu](http://www.ext.vt.edu) or a hard copy will be provided by the Contract Administrator upon request.

## 6.0 TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Terms and Conditions. **These Terms and Conditions are not 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 Parks, Recreation and Community Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Parks, Recreation and Community 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 April 1, 2020 through March 31, 2021 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 six (6) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, 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 should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed three percent (3%).

## 6.3 Quantities

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

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

## 6.4 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.

## 6.5 Material Safety Data Sheets

By law, the County 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.

## 6.6 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.

6.7 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.

6.8 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 Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

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

6.9 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 attorney's 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 Drug-Free Workplace

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

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

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

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

6.16 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 Cleaning Up

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

6.22 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.

6.23 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.

Upon delivery and acceptance of the service, the Contractor shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted to:

County of Loudoun, Virginia  
PRCS – Landscape/Grounds  
742 Miller Drive  
Leesburg, Virginia 20175  
Attn: Mike Burke

Upon receipt of invoice and final inspection and acceptance of the 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.

6.24 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.

6.25 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

6.26 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

6.27 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.

6.28 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.

6.29 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, without giving effect to its conflicts of laws provisions. 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.

6.30 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: Gerald Landayan  
Via delivery method (a) or (b)  
1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**Or**

Via delivery method (c)  
P.O. Box 7000  
Leesburg, VA 20175

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.

6.31 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.

6.32 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.

#### 6.34 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.

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.

#### 6.35 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 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**

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

**6.36 Counterparts**

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

**6.37 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.

**6.38 Survival of Terms**

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

**6.39 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 INSTRUCTIONS TO BIDDERS**

**7.1 Preparation and Submission of Bids**

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date specified on the cover of this IFB. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be submitted via US Mail to the County of Loudoun, Division of Procurement, P.O. Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to the County of

Loudoun, Division of Procurement, 1 Harrison Street, S.E., 4<sup>th</sup> Floor, Leesburg, Virginia 20175.

Faxed and e-mailed bids will not be accepted. (Please note: Bidders choosing to submit bids via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).

- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

## 7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received *by 12:00 p.m. on March 18, 2020*. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

## 7.3 Exceptions/Additions

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

## 7.4 Inspection of Site

It is strongly recommended that all bidders 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. Inspections may be performed at the pre-bid conference.

## 7.5 Firm Pricing for County Acceptance

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

## 7.6 Unit Price

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

7.7 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.

7.8 Proprietary Information

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

7.9 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

7.10 Correction or Withdrawal of Bids and Cancellation of Awards

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

If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.11 Subcontractors

Subcontractors shall only be utilized for specialty work not covered in this contract document and only upon prior approval of the Contract Administrator.

7.12 Use of Brand Names

Unless otherwise provided in this IFB, the name of a certain brand, make or manufacturer does not restrict bidders 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 IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

7.13 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to bidder, if requested, at bidder's expense. Each sample must be marked with bidder's name and address, IFB number and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO BID.

7.14 Quantities

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

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

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

7.15 Incidental and Consequential Damages

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

7.16 Late Bids

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

7.17 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.

7.18 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.

7.19 Vendor Preference in Tie Bids

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

7.20 Anti-Trust Violations

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

7.21 Basis for Award

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

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

7.22 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.

7.23 Notice of Award

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

7.24 Protest

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

7.25 Debarment

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

7.26 Proof of Authority to Transact Business in Virginia

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

7.27 Cooperative Procurement

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

7.28 Acknowledgement of Contract

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

7.29 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>.

7.30 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.

7.31 Legal Action

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

7.32 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, 4<sup>th</sup> Floor,  
Leesburg, Virginia 20175

## 8.0 GROUNDS MAINTENANCE SERVICES FOR VARIOUS PARKS, RECREATION AND COMMUNITY SERVICES (PRCS) SITES

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

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

FEIN \_\_\_\_\_

### PRICING WILL BE PER ATTACHMENT #1 PRICING PAGE

**Note:** Bidders shall bid on all services at all areas as shown on pricing schedule. Bids not including all services and all areas will be deemed non-responsive.

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

**TOTAL LAWN MOWING PER ATTACHMENT #1** \$ \_\_\_\_\_

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

ITEM:	INCLUDED: (X)
1. W-9 Form: (Sect 7.28)	_____
2. Certificate of Insurance: (Sect 7.29)	_____
3. Addenda, if any (Informality):	_____



- B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (7.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form: (Page 36)	_____
4. Minimum Qualification Documentation (Sect 4.0)	_____
5. References (on County form): (Sect 4.0.B)	_____
6. Pesticide Business License (Sect 4.0.C)	_____
7. Fertilizer Application Certificate (Sect 4.0.C)	_____

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

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

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

Name of person authorized to bind the Firm (7.9): \_\_\_\_\_

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

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



## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Finance and Budget

Division of Procurement

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

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.  
**PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

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

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

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

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

References for:

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_

## HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 193782

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 193782

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

### How did we do?

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

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!  
We can better assess our service to *you* through feedback from *you*.

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

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

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

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



## **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

### **Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

## **ATTACHMENT 1 – PRICING PAGE**

**See Attached**

## ATTACHMENT 2 – SITE ADDRESS

ARCOLA COMMUNITY CENTER	24244 Gum Spring Rd., Arcola 20107
ARCOLA SLAVE QUARTERS	24837 Evergreen Mills Rd., Sterling 20166
BETH MILLER PARK	20270 Leier Pl., Ashburn 20147
BLES PARK	44830 Riverside Pkwy., Ashburn 20147
BLUEMONT COMMUNITY CENTER	33846 Snickersville Pike., Bluemont 20135
BRAMBLETON PARK - EAST	22376 Belmont Ridge Rd., Ashburn 20148
BRAMBLETON PARK - WEST	22389 Belmont Ridge Rd., Ashburn 20148
BRIAR PATCH PARK	21660 Sterling Blvd., Sterling 20164
BYRNE'S RIDGE PARK	24915 Mineral Springs Cir., Aldie 20105
CARVER CENTER	200 Willie Palmer Way, Purcellville 20132
CASCADES SENIOR CENTER	21060 Whitfield Pl., Potomac Falls 20165
CHICK FORD/RYAN BICKEL	21594 Ashburn Village Blvd., Ashburn 20147
CONKLIN PARK	25701 Donegal Dr., Chantilly 20152
COUNTRYSIDE PARK	20756 Countryside Blvd., Sterling 20164
CRITTENDEN PARK	21401 Windmill Dr., Ashburn 20147
DAWSON CORNER PARK	Across from 42365 Madturkey Run Pl., Chantilly 20152
DOUGLASS COMMUNITY CENTER	407 E. Market St., Leesburg 20176
DULLES SOUTH RECREATION CENTER	24950 Riding Center Dr., Chantilly 20152
EASTERN ADULT DAY CENTER	45140 Bles Pkwy, Ashburn 20147
EASTGATE PARK	43664 Tall Cedars Pkwy, Chantilly 20152
ELIZABETH MILLS PARK	43513 Squirrel Ridge Pl., Leesburg 20176
ELIZABETH MILLS RIVERSIDE PARCEL	43513 Squirrel Ridge Pl., Leesburg 20176
GOSHEN CORNER PARK	41430 Braddock Rd., Aldie 20105
HAMPSHIRE PARK	21315 Smith Switch Rd., Ashburn 20147
KEPHART BRIDGE LANDING PARK	43942 Riverpoint Dr., Leesburg 20176
LEESBURG ADULT DAY	16501 Meadowview Ct., Leesburg 20175
LOUDOUN VALLEY COMMUNITY CENTER	320 W. School St., Purcellville 20132
LOVETTSVILLE COMMUNITY CENTER	57 East Broad Way, Lovettsville 20180
LUCKETTS COMMUNITY CENTER	42361 Lucketts Rd., Leesburg 20176
LYNDORA PARK	43624 Lucketts Bridge Cir., Ashburn 20148
MARCUM FARM	21332 The Woods Rd., Leesburg 20175
MEADOW GLEN PARK	41574 Conejo Way, Aldie 20105
NATIONS PARK	42691 Nations Ct., Chantilly 20152
NELL BOONE PARK	11762 Harpers Ferry Rd., Purcellville 20132
NORTH STREET BUILDING	102 North St. NW, Leesburg 20176
PHILOMONT COMMUNITY CENTER	36592 Jeb Stuart Rd., Philomont 20131
RAY MUTH PARK	20971 Marblehead Dr., Ashburn 20147
ROUND HILL AQUATIC CENTER	17010 Evening Star Dr., Round Hill 20141
SCOTT JENKINS PARK	39464 E Colonial Hwy., Hamilton 20158
STERLING COMMUNITY CENTER	120 Enterprise St., Sterling 20164
TILLET PARK	21561 Belmont Ridge Rd., Ashburn 20148
TRAILSIDE PARK	20375 Claiborne Pkwy., Ashburn 20147
WOODGROVE PARK	17020 Evening Star Dr. Round Hill 20141