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**REQUEST FOR QUOTATION**

**PURCHASE OF NUTRIENT CREDITS FOR BELMONT RIDGE ROAD WIDENING  
PROJECT**

ACCEPTANCE DATE: Prior to 4:00 p.m., April 23, 2021 "Local Atomic Time"

RFQ NUMBER: C-3141

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

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of quotes is preferred however quotes may be emailed or hand delivered. If a quote is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL HAND DELIVERED QUOTES MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the quote in order to be considered. Quotes will not be accepted at any other building locations or after 4:00 P.M. For additional information refer to Paragraph 5.1.

Requests for information related to this Request for Quotation should be directed to:

Joan Wooley  
Senior Buyer  
(571) 258-3798  
E-mail address: [Joan.Wooley@loudoun.gov](mailto:Joan.Wooley@loudoun.gov)

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

Issue Date: March 31, 2021

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

# PURCHASE OF NUTRIENT CREDITS FOR BELMONT RIDGE ROAD WIDENING PROJECT

## 1.0 PURPOSE AND BACKGROUND

The County of Loudoun, Virginia (County), is soliciting quotes from qualified nutrient mitigation banks for the purchase of approximately 4.47 pounds (4.47 lbs.) of perpetual phosphorous credits. The impacts are located within the Middle Potomac River Watershed, Hydrologic Unit Code (HUC) 02070008 and are associated with construction of the proposed Belmont Ridge Road project. The credits will provide compensatory mitigation for the proposed impacts of the construction of the roadway widening for Belmont Ridge Road from Truro Parish to Croson Lane, including stormwater, closed drainage systems, utility relocations, and a trail.

## 2.0 VENDOR'S MINIMUM QUALIFICATIONS

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

Only those vendors who satisfy the following criteria shall be eligible for this contract and considered for further evaluation:

- 2.1 Vendors shall be the owner or authorized representative of a nutrient bank that is approved by and registered with the Virginia Department of Environmental Quality (DEQ). The nutrient bank shall be active and operating in compliance with applicable federal and state permits, laws, and regulations and be in good regulatory standing. **A letter from the DEQ authorizing the bank to operate shall be included with your quote.**
- 2.2 The nutrient bank must have within its approved geographic service area the Hydrologic Unit Code (HUC) of 02070008, which covers a portion of the land within Loudoun County, Virginia, and includes the proposed construction sites of the Capital Project referenced in this Request for Quotation. **A copy of the bank's Geographic Service Area Map or equivalent must be provided with the quote submission.**
- 2.3 The nutrient bank shall have released for sale by the DEQ and available for contract purchase at the time of quote submission the required number of nutrient credits specified herein. **A copy of the nutrient Bank's current ledger must be provided with the quote submission as proof of the number of nutrient credits available and approved for sale by the DEQ.**
- 2.4 The nutrient bank shall include with its bid submission, **the Bank's typical Agreement for Credit Purchase & Sale.** This agreement is subject to review and approval by the County.
- 2.5 Any additional authorizations or approvals required by the DEQ or other regulating agencies regarding the use or availability of nutrient bank credits must be completed prior to quote acceptance date and included with its quote submission.

### 3.0 SPECIFICATIONS

- 3.1 The County anticipates the need to purchase approximately **4.47 pounds** of phosphorous credits as compensation for proposed permanent impacts resulting from the construction of the proposed Belmont Ridge Road Widening (From Truro Parish to Croson Ln) project located within Loudoun County, Virginia and within the Middle Potomac River Watershed HUC 02070008.
- 3.2 Nutrient credits to be used as compensatory mitigation for this project must be generated in the same or adjacent eight-digit hydrologic unit code as defined by the United States Geological Survey as the project site.
- 3.3 Quote submissions are to include offers for the specified number of nutrient credits. The Vendor's offered credits shall remain available for purchase by the County for a period of 120 days following quote submission.
- 3.4 Within seven (7) calendar days after receipt of the purchase order, the Vendor(s) shall provide:
  - A. A written letter of credit availability stating that the number of nutrient credits required by this Request for Quotation have been reserved for use by the County;
  - B. The mitigation bank's executed purchase agreement for sale of the credits, the form and format of which has been approved by the County;
  - C. An updated bank ledger or other proof of credit availability acceptable to the County; and
  - D. An invoice for the credit purchase.
- 3.5 Within ten (10) calendar days after receipt of payment for the invoice, the Vendor(s) shall provide the County with a Bill of Sale for the number of credits purchased and a copy of the letter transmitted by the Vendor to the DEQ verifying the sale and conveyance of the nutrient credits to the County.

### 4.0 TERMS AND CONDITIONS

The Agreement for Service ("Agreement") or Contract with the successful vendor will contain the following Terms and Conditions. **These Terms and Conditions are not negotiable.**

#### 4.1 Procedures

- A. The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of Transportation and Capital Infrastructure or his/her authorized representative(s).
- B. The Contractor shall not comply with requests and/or orders issued by other than the Director of the Department of Transportation and Capital Infrastructure 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.

#### 4.2 Quantities

The quantities specified in this Agreement are definite and will be the actual quantities purchased.

NO QUOTE WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

#### 4.3 Delays and Delivery Failures

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

#### 4.4 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.

#### 4.5 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.

#### 4.6 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.

4.7 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.

4.8 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.

4.9 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.

#### 4.10 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.

#### 4.11 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

#### 4.12 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.

#### 4.13 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.

4.14 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  
Department of Transportation and Capital Infrastructure  
Attn: Marie Caraballo  
101 Blue Seal Drive, SE  
Suite 102  
PO Box 7500  
Leesburg, VA 20177-7500

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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 Governing Law/Forum

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

4.21 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:**

**Via delivery method (a) or (b)**

County of Loudoun, Virginia  
Procurement Division  
Attn: Joan Wooley  
1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**Or**

**Via delivery method (c)**

County of Loudoun, Virginia  
Procurement Division  
Attn: Joan Wooley  
P.O. Box 7000  
Leesburg, VA 20175

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

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

#### 4.22 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.

#### 4.23 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.

#### 4.24 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.

4.25 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.

4.26 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.

#### 4.27 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.

#### 4.28 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.

### 5.0 INSTRUCTIONS FOR SUBMISSION OF QUOTES

#### 5.1 Submission of Quotes

Before submitting a quote, read the ENTIRE Request for Quotation including the Contract Terms and Conditions. Pricing must be submitted on the attached pricing form only. Include other information, as requested or required. The face of the container shall indicate the RFQ number, time and date of opening, and the title of the RFQ. Quotes must be received by the **Division of Procurement BEFORE the hour specified on the opening date.**

Quotes may be either:

Hand delivered or mailed 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

E-mailed to:

[Joan.Wooley@Loudoun.gov](mailto:Joan.Wooley@Loudoun.gov)

**Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or emailing of quotes is preferred. However, if a quote is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

**ALL QUOTES MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the quote in order to be considered. Quotes will not be accepted at any other building locations or after 4:00 P.M.**

#### 5.2 Quote Submission Information

Refer to paragraph 2.0 for a list of information that must be submitted along with the quote.

### 5.3 Authority to Bind Firm in Contract

Quotes MUST give full firm name and address of vendor. Failure to manually sign quote may disqualify it. Person signing quote will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on quote 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 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 quote.

### 5.4 Rights of County

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

### 5.5 Basis for Award

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

Whenever the lowest responsive and responsible vendor 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 vendor who is a resident of Virginia and is the next lowest vendor. If the lowest vendor is a resident contractor of a state with an absolute preference, the quote preference shall not be considered.

### 5.6 Proof of Authority to Transact Business in Virginia

A vendor 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 vendor 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 vendor or offeror is not required to be so authorized. Any vendor 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>.

### 5.7 W-9 Form Required

Each vendor shall submit a completed W-9 form with their quote. 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>.

5.8 Legal Action

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



## Loudoun County, Virginia

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

### PURCHASE OF NUTRIENT CREDITS FOR BELMONT RIDGE ROAD WIDENING PROJECT

#### 6.0 NUTRIENT CREDITS PRICING FORM

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

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

FEIN \_\_\_\_\_

#### 6.1. Pricing Schedule

The following required services shall be provided according to the contract terms and conditions contained herein.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Phosphorus Credits	4.47 lbs.	\$ _____	\$ _____

#### 6.2 Nutrient Bank Information

The following information is required as part of the quote:

Bank Name: \_\_\_\_\_

Physical Location/Address: \_\_\_\_\_

Bank Owner Name: \_\_\_\_\_

Bank Owner Address: \_\_\_\_\_

#### 6.3. Required Items

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

	ITEM:	INCLUDED(X)
1.	W-9 Form:	_____
2.	Addenda, if any (Informality):	_____

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

	ITEM:	INCLUDED(X)
1.	Addenda, if any:	_____
2.	Payment Terms:	_____net 30 or _____Other
3.	Proof of Authority to Transact Business in Virginia Form:	_____
4.	Minimum Qualification Documentation:	
	a. DEQ Authorization Letter (2.1)	_____
	b. Bank's Geographic Service Area Map or equivalent (2.2)	_____
	c. Current bank ledger showing available credits (2.3)	_____
	d. Bank's Agreement for Credit Purchase & Sale (2.4)	_____
	e. Additional Authorizations or Approvals (If required, 2.5)	_____

#### 6.4 Vendor Contact

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

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

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

Name of person authorized to bind the Firm (5.3): \_\_\_\_\_

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



By signing and submitting a quote, your firm acknowledges and agrees that it has read and understands the RFQ 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

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, a vendor 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 quote the identification number issued to it by the State Corporation Commission ("SCC"). Any vendor 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 quote a statement describing why the vendor is not required to be so authorized. Any vendor 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 quote 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. \_\_\_\_\_ Vendor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

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

C. \_\_\_\_\_ Vendor does not have an Identification Number issued to it by the SCC and such vendor 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 vendor is not required to be authorized to transact business in Virginia.**

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

\_\_\_\_\_  
Legal Name of Vendor

\_\_\_\_\_  
Date

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

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

**HOW DID YOU HEAR ABOUT THIS REQUEST FOR QUOTE?**

RFQ C-3141

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

<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 C-3141

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

How did we do?

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

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

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

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!

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

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

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

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

**Please return completed form to: Procurement •  
PO Box 7000 • Leesburg, VA 21777**