



Loudoun County, Virginia

INVITATION FOR BID

PURCHASE OF NUTRIENT CREDITS FOR THE LOUDOUN COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM

ACCEPTANCE DATE: Prior to 4:00 p.m., May 21, 2021 "Atomic Time"

IFB NUMBER: RFQ 391783

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

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, 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 BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 p.m. Bids will be opened and announced by the Procurement Division staff via audio/video teleconference at 4:30 p.m. (Atomic time) on the Acceptance Date. To participate in the audio portion of the opening, please dial the number provided in the Instruction to Bidders and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using GoToMeeting with the instructions included in the Instructions to Bidders.

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

The terms and conditions contained in this Invitation for Bid are not negotiable.

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

Kristy D. Varda, NIGP-CPP, CPPO, CPPB
Contracting Officer
(571) 258-3144

E-mail address: Kristy.Varda@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: April 15, 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

INVITATION FOR BID

**PURCHASE OF NUTRIENT CREDITS FOR THE LOUDOUN
COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE AND BACKGROUND	4
2.0 COMPETITION INTENDED	4
3.0 DISCREPANCIES	4
4.0 BIDDER'S MINIMUM QUALIFICATIONS.....	5
5.0 SPECIFICATIONS	5
6.0 TERMS AND CONDITIONS.....	6
7.0 INSTRUCTIONS TO BIDDERS.....	13
8.0 BID FORM.....	20

Authorized By: s/Kristy D. Varda, NIGP-CPP, CPPO CPPB
Contracting Officer

Date: April 15, 2021

PURCHASE OF NUTRIENT CREDITS FOR THE LOUDOUN COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM

1.0 PURPOSE AND BACKGROUND

The County of Loudoun, Virginia (County), is soliciting bids from qualified nutrient mitigation banks for the purchase of thirty (30) pounds of perpetual phosphorous credits. The credits will assist the County in reaching nutrient reductions required by its Municipal Separate Storm Sewer System (MS4) Permit Chesapeake Bay Total Maximum Daily Load (TMDL) Action Plan. The credits are required to be located within the MS4 locality or within the locality's Chesapeake Bay Tributary (Potomac), and must be applicable to Loudoun County in accordance with § 62.1-44.19:21 of the Code of Virginia. The pounds of phosphorous credits purchased will be accompanied by the bank's nutrient registration certificate and credit release letters showing the corresponding reductions of nitrogen and sediment (if applicable) associated with each pound of phosphorous.

Bidders may submit bids for all thirty (30) pounds of perpetual phosphorous credits or a portion of the thirty (30) pounds of perpetual phosphorous credits. The County reserves the right to make multiple awards in order to obtain the amount of phosphorous credits needed.

NOTE: Bids may contain multiple mitigation bank locations. Bidders shall use one line per bank location on the Bid Form. Bidders shall only submit **ONE unit price per mitigation bank location**. Bidders submitting several unit prices for the same mitigation bank will be rejected as non-responsive.

Bidders SHALL NOT submit multiple bids. Bidders submitting multiple bids will be rejected as non-responsive.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (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. 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

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 or non-responsive and rejected.

Bidders shall submit the following information for EACH bank they are submitting a bid for.

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

- 4.1 Bidders shall be the owner or authorized representative of a nutrient bank(s) that is/are approved by the Virginia Department of Environmental Quality (DEQ). The nutrient bank(s) 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(s) to operate shall be included with your bid.**
- 4.2 The nutrient bank(s) must be certified in accordance with § 62.1-44.19:20, and must be physically located within one of the following Hydrologic Unit Codes (HUC's); 02070008, 02070007, 02070006, 02070005, or 02070004.
- 4.3 The nutrient bank(s) shall have obtained release for sale by the DEQ and obtained approval for contract purchase on the date of bid submission the required number of perpetual nutrient credits specified herein, or a portion of the required number. **A copy of each nutrient bank's current ledger must be provided with the bid submission as proof of the number of perpetual nutrient (and sediment, if applicable) credits available and approved for sale by the DEQ.**
- 4.4 The nutrient bank(s) 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.
- 4.5 Any additional authorizations or approvals required by the DEQ or other regulatory organizations regarding the use or availability of nutrient bank credits must be completed prior to the date of bid submission and included with the bid submission.

5.0 SPECIFICATIONS

- 5.1 The County anticipates the need to purchase thirty (30) pounds of perpetual phosphorous credits, along with the corresponding reduction in nitrogen and sediment to be counted toward reductions required by the Loudoun County MS4 permit Chesapeake Bay TMDL Action Plan.

- 5.2 Bid submissions may include offers for a portion of the specified number of nutrient credits. The Bidder's offered credits shall remain available for purchase by the County for a period of 120 days following bid submission.
- 5.3 Within seven (7) days after receipt of the Notice of Award, the successful bidder shall provide an executed copy of the Agreement for Credit Purchase & Sale, the form and format of which has been pre-approved by the County.
- 5.4 The County anticipates that the purchase order for all required nutrient mitigation credits will be issued on or before June 30, 2021. Within seven (7) calendar days after receipt of the purchase order, the successful bidder(s) shall provide:
 - A. A written letter of credit availability stating that the type and number of nutrient credits have been reserved for use by the County;
 - B. An updated bank ledger or other proof of credit availability acceptable to the County; and
 - C. An invoice for the credit purchase.
- 5.5 Within ten (10) calendar days after receipt of payment for the invoice, the successful bidder(s) shall provide the County with a Bill of Sale for the type and number of credits purchased and a copy of the letter transmitted by the successful bidder(s) to the DEQ verifying the sale and conveyance of the nutrient credits to the County.

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

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.10 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.

6.11 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.

6.12 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 General Services
Attn: Dennis Cumbie
801 Sycolin Road, Suite 300
P.O. Box 7100
Leesburg, VA 20177-7100

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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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 appropriate court in the County of Loudoun, Virginia or in the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia or the United States District Court for the Eastern District of Virginia in Alexandria. 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.

6.18 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: Kristy D. Varda
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Or

Via delivery method (c)

County of Loudoun, Virginia
Procurement Division
Attn: Kristy D. Varda
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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

6.23 Survival of Terms

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

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 required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB as well as "Division of Procurement".
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this IFB. The time can be verified by visiting <https://time.gov/> and selecting Eastern Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids or using a private carrier shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time

and date fixed for acceptance of the bids. Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.

G. Bids must be submitted via one of the following options:

US Mail to:

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

or

Hand delivered to:

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

or

Private carrier (UPS/FedEx) to:

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

Faxed and e-mailed bids will not be accepted.

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

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, 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 BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 P.M. Failure by a bidder to address and label their bids in accordance with the requirements of this section may result in bid being delivered to an incorrect location which will ultimately result in bid rejection for late submission.

- H. Each firm shall submit one (1) original of their bid and *one electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid. The Pricing Workbook should be submitted in Excel format on the flash drive as well.
- I. A public bid opening will be held virtually using GoToMeeting at approximately 4:30 P.M. on the Acceptance date. See the GoToMeeting log in information provided below. To participate in the audio portion of the opening, please dial the number provided below and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using GoToMeeting with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.

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

<https://global.gotomeeting.com/join/607239445>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (408) 650-3123
- One-touch: <tel:+14086503123,,607239445#>

Access Code: 607-239-445

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/607239445>

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 5:00 p.m., May 7, 2021**. 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.

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 Firm Pricing for County Acceptance

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

7.5 Unit Price

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

7.6 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.

7.7 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.

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

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

7.9 Quantities

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

7.10 Incidental and Consequential Damages

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

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 Anti-Trust Violations

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

7.16 Basis for Award

The County will award the contract by bank location to the lowest responsive and responsible bidder based on unit price. The County reserves the right to award multiple contracts in order to be able to obtain all of the credits needed.

The County will only purchase credits up to the amount listed in the Purpose (1.0).

No bid shall stipulate that the County is required to purchase the total amount of credits the Bidder is offering.

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.

7.17 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.

7.18 Notice of Award

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

7.19 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.

7.20 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.

7.21 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>.

7.22 Acknowledgement of Contract

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

7.23 W-9 Form Required

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

7.24 Legal Action

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



RFQ 391783

Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor, MSC #41C
Leesburg, Virginia 20175

PURCHASE OF NUTRIENT CREDITS FOR THE LOUDOUN COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM

8.0 BID FORM

THE FIRM OF: _____

Address: _____

FEIN: _____

NOTE: Bids may contain multiple mitigation bank locations. Bidders shall use one line per bank location in the table below. **BIDDERS SHALL SUBMIT ONLY ONE UNIT PRICE PER MITIGATION BANK LOCATION.** Bidders submitting several unit prices for the same mitigation bank will be rejected as non-responsive.

BIDDERS SHALL NOT SUBMIT MULTIPLE BIDS. Bidders submitting multiple bids will be rejected as non-responsive.

8.1 Pricing Schedule

The following required services shall be provided according to the contract terms and conditions contained herein. For each bank, Bidders shall indicate the total number of credits available for that bank and unit price per credit.

Bank Name	Number of credits	Unit Price	Unit of Measure	Extended Price
		\$	Credit	\$
		\$	Credit	\$
		\$	Credit	\$
		\$	Credit	\$

8.2 Nutrient Bank Information

The following information is required as part of the bid. Bidders shall provide the information for each bank listed in the table above.

Bank Name: _____

Physical Location/Address: _____

Bank Owner Name: _____

Bank Owner Address: _____

Bank Name: _____

Physical Location/Address: _____

Bank Owner Name: _____

Bank Owner Address: _____

Bank Name: _____

Physical Location/Address: _____

Bank Owner Name: _____

Bank Owner Address: _____

8.3 Required Items

- 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 (7.23):	_____
2. Addenda, if any (Informality) (7.2):	_____
3. One (1) electronic copy of the bid on a USB Flash Drive	_____

- 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 (7.2):	_____
2. Payment Terms:	___Net 30 or ___Other
3. Proof of Authority to Transact Business in Virginia Form (Page 21):	_____

4. Minimum Qualification Documentation (4.0):
- a. DEQ Authorization Letter (4.1) _____
 - b. Bank's Geographic Location (4.2 & 8.2) _____
 - c. Current bank ledger showing available credits (4.3) _____
 - d. Bank's Agreement for Credit Purchase & Sale (4.4) _____
 - e. Additional Authorizations or Approvals (4.5) _____

8.4 Bidder Contact

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (7.7): _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents, agrees to the Contract Terms and Conditions as contained herein and confirms that the Nutrient credits offered are available for purchase on the date of bid submission.



Loudoun County, Virginia

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

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 391783

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"/> RAPID | <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 | |

☐ Other _____

SERVICE RESPONSE CARD

RFQ 391783

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 20177**