



Loudoun County, Virginia

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REQUEST FOR PROPOSAL

## **GROUNDWATER, SURFACE WATER AND LANDFILL LEACHATE SAMPLING AND ANALYTICAL SERVICES**

ACCEPTANCE DATE: Prior to 4:00 p.m., March 4, 2024 Local "Atomic" Time

IFB NUMBER: RFQ 643811

ACCEPTANCE PLACE: Department of Finance and Procurement  
Division of Procurement  
1 Harrison Street, SE, 1<sup>st</sup> Floor  
Drop Box labeled: **"Procurement Bids and Proposals"**  
Leesburg, Virginia 20175

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

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

Issue Date: January 30, 2024

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

# REQUEST FOR PROPOSAL

## GROUNDWATER, SURFACE WATER AND LANDFILL LEACHATE SAMPLING AND ANALYTICAL SERVICES

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Prepared By: /s/Heather DeHaven, NIGP-CPP  
Contracting Officer

Date: January 30, 2024

# GROUNDWATER, SURFACE WATER AND LANDFILL LEACHATE SAMPLING AND ANALYTICAL SERVICES

## 1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified contractor to conduct sampling, analysis and reporting of groundwater, surface water, and landfill leachate.

## 2.0 COMPETITION INTENDED

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

## 3.0 BACKGROUND INFORMATION

The Loudoun County Department of General Services, Division of Waste Management (DGS-DWM) operates the Loudoun County Solid Waste Management Facility (LCSWMF). The LCSWMF is located at 21101 Evergreen Mills Road, Leesburg, Virginia, 20175. Permit conditions require the monitoring and sampling of groundwater, surface water and landfill leachate.

**Groundwater:** Groundwater sampling is conducted semiannually in accordance with Attachment 1 – Groundwater Monitoring Plan (GWMP) (Attachment 1). The Contractor conducts gauging, sounding, sampling, analysis, and quality assurance/quality control (QA/QC) reporting. The Contractor may subcontract laboratory services to fulfill the requirements of this RFP. A third-party firm under separate contract with the County verifies the analytical data and prepares the semiannual and annual groundwater reports. Re-sampling/re-analysis is conducted by the Contractor if verification sampling is required.

**Surface Water:** Surface water sampling, analyses, and reporting is conducted quarterly and semiannually in accordance with Attachment 2 – Surface Water Monitoring Plan (SWMP), dated September 2, 2008 (Attachment 2). Quarterly (Chapter 1080) surface water samples are collected by the Contractor. The Contractor is responsible for laboratory analysis, analytical reporting, and quarterly reporting.

**Stormwater:** Virginia Pollutant Discharge Elimination System (VPDES) samples are collected by County staff on a semiannual basis during qualifying storm events in accordance with Attachment 3 – VPDES Permit No. VAR051077 (Attachment 3). The samples are submitted to the Contractor for laboratory analysis and analytical reporting.

**Leachate:** County staff collect leachate samples on a monthly basis. The samples are submitted to the Contractor for laboratory analysis and analytical reporting in

accordance with Attachment 4 – Loudoun Water Discharge Permit No. 008 (Attachment 4).

#### **4.0 OFFEROR'S MINIMUM QUALIFICATIONS**

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

- 4.1 The Contractor shall have been in business a minimum of five (5) years providing environmental monitoring services to facilities of similar size and complexity.
- 4.2 The Contractor shall designate a Project Manager who shall have a minimum of seven (7) years' experience in environmental monitoring. This experience shall include working with groundwater monitoring programs at sanitary landfills and demonstrated knowledge of the Virginia Solid Waste Management Regulations (VSWMR). The Project Manager named in the proposal shall be the County's primary point of contact and shall remain assigned to the project throughout the period of the Contract unless a replacement is approved in writing by the County Contract Administrator.
- 4.3 The Contractor shall have sufficient experienced and qualified personnel to perform the Scope of Services described in Section 5.0. All field personnel performing tasks assigned to this project shall have a minimum of one (1) year experience in environmental monitoring well and surface water sample collection methods. This experience shall include performing environmental monitoring activities at similar sites.
- 4.4 The proposal response shall identify a certified Virginia Environmental Laboratory Accreditation Program (VELAP) laboratory that will possess and maintain a written quality assurance program and standard operating procedures manuals for the applicable analytical methods required in the Scope of Services by the methods designated and within the specified turnaround times. The laboratory identified in the proposal shall remain assigned to the project throughout the period of the Contract unless a replacement is approved in writing by the County.
- 4.5 Proposal shall identify a minimum of three (3) client references for the offeror and each subcontractor(s). References shall include organization name, contact name and title, contact telephone number and email address, approximate contract value, contract inclusive dates, and a brief description of the work performed. References provided by the offeror should be for projects on which the designated Project Manager was the primary point of contact.

## 5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide the following services in accordance with local, state, and federal requirements:

### 5.1 Turn-Around-Time

All analysis and reporting shall be completed within the turn-around-time (TAT) specified.

### 5.2 Electronic Reporting

Analytical reports electronically submitted to the County must be in Microsoft Word, PDF, and Microsoft Excel. The format of the electronic data shall be specified by DGS-DWM.

### 5.3 Groundwater Gauging and Sounding

The Contractor shall conduct semiannual groundwater gauging and annual sounding of 19 monitoring wells in accordance with the GWMP; Attachment 1.

### 5.4 Semiannual Groundwater Sampling

The Contractor shall conduct semiannual groundwater sampling of 15 wells per the GWMP; Attachment 1. All wells have dedicated two-inch (2") Grundfos pumps and wellheads installed, unless otherwise notified by County staff; see Attachment 8 – Redi-Flo Pump & Controller Photos. The Contractor is responsible for all other equipment required to conduct tasks outlined in the Scope of Services. The semiannual sampling shall include the collection of the following QA/QC samples; one (1) trip blank, one (1) field blank, one (1) equipment blank, and one (1) blind duplicate sample. The Contractor shall conduct field measurements of pH, specific conductivity, temperature, oxygen reduction potential, dissolved oxygen, and turbidity utilizing a flow through cell. County staff will provide a prep letter for each semiannual groundwater sampling event.

### 5.5 Containerization of Purge Water

The Contractor shall containerize purge water from wells MW-26 and MW-35. Purge water from these wells shall be discharged on-site at the leachate pretreatment system. Depending on future analytical data, the Contractor may be required to containerize purge water from additional wells or discontinue containerization of those identified.

### 5.6 Groundwater Sample Analyses

The Contractor shall provide analyses of groundwater and QA/QC samples for the following parameters in accordance with the GWMP; Attachment 1:

#### A. First Semiannual Event

1. Detection Wells – VSWMR Table 3.1 Column A
2. Assessment Wells – VSWMR Table 3.1 Column A and any previous Column B detects (Attachment 6)

3. Presumptive Remedy – Tetrachloroethene (PCE), 1,1-Dichloroethane, Carbon Tetrachloride, Cobalt (Attachment 9)
  4. Water Level
  5. Field Data (Attachment 12 – Example Field Data Sheet (Attachment 12): sampling logs, physicochemical water parameters, well condition, pumping rates)
- B. Second Semiannual Event
1. Detection Wells – VSWMR Table 3.1 Column A
  2. Assessment Wells – VSWMR Table 3.1 Column B
  3. Presumptive Remedy – Tetrachloroethene (PCE), 1,1-Dichloroethane, Carbon Tetrachloride, Cobalt (Attachment 9)
  4. Special Monitoring – 33 landfill gas-related analytes (Attachment 1)
  5. Water Level and Depth-to-Bottom
  6. Field Data (Attachment 12: sampling logs, physicochemical water parameters, well condition, pumping rates)

#### 5.7 Groundwater Sample Analysis and Reporting

All samples shall be analyzed, and reports submitted within a seven (7) calendar day TAT. The analyses shall be submitted electronically to DGS-DWM in the form of laboratory certificates of analysis, chain of custody forms, and a Microsoft Excel spreadsheet of the analytical results.

Per current Virginia Department of Environmental Quality (DEQ) guidance for the facility, Resource Recovery and Conservation Act (RCRA) metals (silver, arsenic, barium, beryllium, cadmium, cobalt, chromium, copper, nickel, lead, antimony, selenium, tin, thallium, vanadium, and zinc) must be analyzed using United States Environmental Protection Agency (EPA) Method 6020.

Reporting is conducted in three (3) parts: field data report, laboratory data report, and QA/QC laboratory data review.

- A. **Field Data Report:** Contractor shall submit to the DGS-DWM all field forms including groundwater gauging and annual sounding data, well purge volumes, water quality data, and sample collection data on the day of completion of each sampling event. Water quality instrumentation calibration data shall be submitted to the County electronically within a three (3) calendar day TAT following the completion of the sampling event.
- B. **Laboratory Data Report:** The Contractor shall submit laboratory certificate of analysis, chain of custody forms, and a Microsoft Excel spreadsheet of the analytical results. An example of the Microsoft Excel spreadsheet format required is included as an attachment to this RFP (Attachment 7). The spreadsheet shall include, at a minimum:

sample identification numbers, date(s) sample received, chemical names, chemical abstract service registry (CAS) numbers, analyses dates, analytical results, units, flags, quantitation limits, and methods. If results come back greater than Groundwater Protection Standards (GWPS) maximum concentration limit (MCL) for the analyte per Attachment 5 – Alternate Concentration Limits Table Effective January 1, 2024, Table 3.1, the results shall be highlighted. If there is no MCL, the laboratory's quantitation limit (QL) shall serve as the GWPS for statistical comparison purposes. The interim report shall be submitted electronically to DGS-DWM within a seven (7) calendar day TAT following the completion of the sampling event.

- C. *QA/QC Laboratory Data Review:* The Contractor shall submit a QA/QC Laboratory Data Review addressing sampling event dates, groundwater wells sampled, compliance analyte lists and methods, QA/QC samples, chain of custody, holding times, laboratory quality control, and data reporting. The QA/QC Laboratory Data Review shall be submitted to the DGS-DWM within five (5) calendar days following the County's receipt of the events analytical results.

#### 5.8 Groundwater Verification Sampling

The Contractor shall conduct verification sampling of groundwater monitoring wells within seven (7) calendar days of notification by DGS-DWM of the need for a resampling event. Verification sampling may be requested by DGS-DWM in the event that the analytical results of the semiannual monitoring event show an exceedance of the GWPS, which can be found in Attachment 1 on Table III, as a result of a significant statistical increase, a first-time detection of any constituent, sampling and/or laboratory error. The Contractor shall be responsible for all costs associated with verification sampling and analyses as a result of the Contractor's sampling/laboratory error, or samples lost or damaged by the Contractor, Contractor's courier, shipping service, or laboratory.

#### 5.9 Surface Water Sampling

The Contractor shall conduct quarterly surface water sampling in accordance with SWMP; Attachment 2.

County staff conducts semiannual sampling in accordance with VPDES; Attachment 3.

#### 5.10 Surface Water Analyses Parameters

The Contractor shall conduct quarterly surface water analysis in accordance with Attachment 2.

#### 5.11 Surface Water Reporting (County Chapter 1080) – Contractor Collected

The Contractor's reporting of analysis is conducted in two (2) parts: initial reporting of laboratory data and final reporting.

- A. *Initial Report:* The initial report of laboratory analyses shall be a laboratory certificate of analysis, chain of custody forms, and a Microsoft Excel spreadsheet of the analytical results. An example of the Microsoft Excel spreadsheet format required is included as an attachment to this RFP (Attachment 7). The initial report shall be submitted electronically to DGS-DWM within a 14 calendar day TAT.
- B. *Final Report:* The Contractor shall submit a report describing the surface water sampling and analyses conducted; detailing the results of the analyses. The report shall be submitted electronically to the DGS-DWM a within 21 calendar day TAT of completion of the sampling event and shall include the laboratory certificates of analysis, and chain of custody forms. The hard copy of the same shall follow no later than a seven (7) calendar day TAT from the electronic submittal.

5.12 Surface Water Reporting (VPDES) – County Collected

County staff conducts semiannual sampling in accordance with VPDES; Attachment 3.

The Contractor shall provide analyses and analytical reporting for semiannual surface water samples collected by the County. Reporting of laboratory analysis shall be a laboratory certificate of analysis, chain of custody forms, and a Microsoft Excel spreadsheet of analytical results. An example of the Microsoft Excel spreadsheet format required is included as an attachment to this RFP (Attachment 7). All analysis and reports shall be submitted within a ten (10) calendar day TAT.

5.13 Leachate Sampling

County staff conducts monthly leachate sampling.

5.14 Leachate Analyses Parameters

The Contractor shall provide analyses of leachate samples per Attachment 4.

5.15 Leachate Analysis and Reporting – County Collected

The Contractor shall provide analyses and reporting for samples collected by the County in accordance with Attachment 4. Reporting of laboratory analysis shall be a laboratory certificate of analysis, chain of custody forms, and a Microsoft Excel spreadsheet of analytical results. An example of the Microsoft Excel spreadsheet format required is included as an attachment to this RFP (Attachment 7). All analysis and reports shall be submitted within a ten (10) calendar day TAT.

5.16 Sample Containers, Labels, Forms, etc.

For all County collected samples, the Contractor shall provide the County with sample containers, preservatives, shipping, coolers, labels, forms, and FedEx shipping forms with the laboratory account number.

5.17 Other Services as Requested by the County

The Contractor shall provide other monitoring, sampling, and/or analytical services as requested by DGS-DWM.

5.18 Sampling, Laboratory Error and/or Lost Samples

The Contractor shall provide any resampling event and/or additional laboratory analyses required as the result of the Contractor's and/or subcontractor's error; and/or samples lost and/or damaged by the Contractor and/or subcontractor, Contractor's courier and/or shipping service, and/or laboratory.

5.19 Project Manager

The Contractors' designated Project Manager shall have a minimum of seven (7) years' experience in environmental monitoring. This experience shall include working with groundwater monitoring programs at sanitary landfills and demonstrated knowledge of the VSWMR. The Project Manager shall be the County's primary point of contact and shall remain assigned to the project throughout the period of the Contract unless a replacement is approved in writing by the County Contract Administrator.

5.20 Laboratory

The Contractors' designated certified VELAP Laboratory shall remain assigned to the project throughout the period of the Contract unless a replacement is approved in writing by the County.

5.21 Kickoff Meeting

Upon the award of this contract, the Contractor shall participate in an Onsite Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process. This meeting will provide an opportunity to review groundwater well and surface water sampling locations and inspect the groundwater monitoring wells to ensure that appropriate equipment is brought for each sampling event.

## 6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non-negotiable.**

#### 6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of General Services and their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of General Services and their 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 July 1, 2024 through June 30, 2025, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods. 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 Delays and Delivery Failures

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

#### 6.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials,

product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.5 Business, Professional, and Occupational License Requirement

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

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

6.6 Payment of Taxes

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

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

6.7 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
  - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for

explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:  
Coverage A: Statutory  
Coverage B: \$100,000
2. General Liability:  
Per Occurrence: \$1,000,000  
Personal/Advertising Injury: \$1,000,000  
General Aggregate: \$2,000,000  
Products/Completed Operations: \$2,000,000  
aggregate  
Fire Damage Legal Liability: \$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:  
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability

policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
  - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A

Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

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

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 6.8 Hold Harmless

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

#### 6.9 Safety

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

6.10 Permits

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

6.11 Notice of Required Disability Legislation Compliance \*

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

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

6.12 Ethics in Public Contracting \*

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

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

6.13 Employment Discrimination by Contractors Prohibited \*

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

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to

discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

#### 6.14 Drug-free Workplace \*

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

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

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

#### 6.15 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

#### 6.16 Immigration Reform and Control Act of 1986 \*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the

Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.18 Condition of Items

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

6.19 Workmanship and Inspection

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

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

6.20 Exemption from Taxes \*

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

shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.21 Ordering, Invoicing, and Payment

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

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

Invoices shall be submitted to electronically to [David.Wilcox@loudoun.gov](mailto:David.Wilcox@loudoun.gov) and a copy mailed to:

County of Loudoun, Virginia  
Department of General Services  
Division of Waste Management  
Attn: David Wilcox  
PO Box 7100  
Leesburg, Virginia 20177-7100

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

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

6.22 Payments to Subcontractors \*

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

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

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

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

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

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

6.23 Assignment \*

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

6.24 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

6.25 Contractual Disputes \*

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

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

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce their 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 their designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

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

6.26 Severability \*

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

6.27 Governing Law/Forum \*

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

6.28 Notice

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: Heather DeHaven

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

1 Harrison Street, SE, 1st Floor  
Drop Box labeled  
“**Procurement Bids and Proposals**”  
Leesburg, Virginia 20175

**Or**

**Via delivery method (c)**

P.O. Box 7000  
Leesburg, Virginia 20175

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

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

**6.29 Licensure**

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

**6.30 Authority to Transact Business in Virginia \***

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

### 6.31 No Smoking

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

### 6.32 Confidentiality

#### A. Contractor Confidentiality

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

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

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

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

#### B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of

Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.33 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.

6.34 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 epidemic, pandemic, 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.

6.35 Survival of Terms

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

#### 6.36 Non-Waiver

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

### 7.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

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

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

- 7.1 Understanding of the tasks and technical approach as enumerated in Section 5.0 Scope of Services. **(25 points)**
- 7.2 Experience and technical expertise including similar regulatory-driven services of the designated Project Manager and field personnel. **(25 points)**
- 7.3 Experience and technical expertise including similar regulatory-driven services of the Laboratory principal(s), project manager(s), and personnel **(25 points)**
- 7.4 Compliance with Contract Terms and Conditions. **(5 points)**
- 7.5 Cost of services. **(20 points)**

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

### 8.0 **PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. The proposal shall include a table of contents arranged in the same order and identified with the headings presented below. Offerors shall address each of the specific evaluation criteria listed below, in the order presented below. Failure to include any of the requested information may be cause for the proposal to be rejected.

#### 8.1 Proposal Format

- A. Cover Letter
- B. Section 1: Minimum Qualifications (RFP Section 4.0)
- C. Section 2: Understanding of the tasks and technical approach as enumerated in RFP Section 5.0 Scope of Services (RFP Section 7.1).

- D. Section 3: Experience and technical expertise including similar regulatory-driven services of the designated Project Manager and field personnel (RFP Section 7.2)
- E. Section 4: Experience and technical expertise including similar regulatory-driven services of the Laboratory principal(s), project manager(s), and personnel (RFP Section 7.3)
- F. Section 5: Compliance with Contract Terms and Conditions (RFP Section 7.4)
- G. Section 6: Cost of services (RFP Section 7.5)
- H. Section 7: Proposal Submission Form and Other Forms to be completed, as indicated on the Proposal Submission Form (RFP Section 10.0).
- I. Appendix

## 8.2 Cover Letter

Include the following in the cover letter:

- A. Commitment to provide the required services.
- B. Name and signature of the offeror's representative authorized to negotiate any aspect of the proposal with the County (RFP Section 9.9).
- C. Statements that the offeror has avoided documented conflicts of interest in violation of applicable federal, state and local laws (RFP Section 6.12).
- D. Statement that the offeror has read and understands all information contained in the RFP and any addenda (if applicable).

## 8.3 Section 1: Minimum Qualifications

Offerors shall submit documentation with their proposal indicating compliance with all of the minimum qualifications (RFP Section 4.0).

## 8.4 Section 2: Understanding of the tasks and technical approach to the Scope of Services (RFP Section 7.1).

### A. Contractor

1. *Technical Approach:* Offerors must provide discussion of the requirements as they are understood by the offeror with an explanation of the technical approach proposed to perform the Scope of Services (RFP Section 5.0). This discussion should demonstrate an understanding of the regulatory framework under which these services will be provided. Methods for ensuring timely and responsive communication with the DGS-DWM and on-time deliverables shall be included. Any subcontractors shall be identified and for each, provide a discussion of their role in performing the requested tasks and

the Project Manager's previous experience working with that subcontractor.

- a. Groundwater Sampling (RFP Sections 5.3 through 5.8)
- b. Surface Water Sampling (RFP Sections 5.9 through 5.12)
- c. Leachate Sampling (RFP Sections 5.13 through 5.15)

- 2. *Examples of Deliverables:* Offerors shall provide copies of at least one (1) groundwater analytical result QA/QC Laboratory Data Review, preferably located in Virginia, and one (1) surface water monitoring report for a landfill or similar site shall be included. Report examples submitted shall have been prepared by the designated Project Manager or by personnel working under the direct supervision of the Project Manager. Report copies should include all maps, tables, figures, attachments, and appendices, if applicable.

- a. Groundwater Sampling (RFP Sections 5.3 through 5.8)
- b. Surface Water Sampling (RFP Sections 5.9 through 5.12)
- c. Leachate Sampling (RFP Sections 5.13 through 5.15)

B. Subcontractor (Laboratory)

- 1. For all analyses required to meet the Scope of Services, the Laboratory's proposed analytical method and standard quantitation limits for each constituent, which shall be organized by method.
- 2. Ability and experience in providing accurate analytical results within the specified turn-around times requested in the Scope of Services (RFP Section 5.0).
  - a. Groundwater Sample Analyses (RFP Sections 5.6 and 5.7)
  - b. Surface Water Analyses (RFP Sections 5.10 through 5.12)
  - c. Leachate Analyses (RFP Sections 5.14 and 5.15)
- 3. Ability and experience in providing electronic deliverables, specifically, analytical results in customer-specified Microsoft Excel spreadsheet format (RFP Section 5.2 and Attachment 7).
- 4. For County collected samples, the ability to provide all sample containers, preservatives, transport coolers, labels, and forms required (RFP Section 5.16).

5. Ability to provide courier pick-up of samples collected by the Contractor and/or FedEx shipping (account number and forms) of samples collected by the County.
  6. The results, either favorable or unfavorable, of any performance evaluations and audits conducted by professional organizations or government agencies during the last three (3) years.
- 8.5 Section 3: Experience and technical expertise including similar regulatory-driven services of the designated Project Manager and field personnel (RFP Section 7.2).
- A. Name of the firm submitting the proposal; main office address and contact telephone numbers; other office locations; company ownership and incorporation information; number of years in business; and company history and qualifications.
  - B. List three (3) previous or current contracts, that show the offeror provided similar task and scope including references with contact information.
  - C. Staff organizational chart for the Project Manager and other key staff (i.e., field personnel) providing services under this Contract shall be provided, including the primary office location for each.
  - D. Project Manager who will provide these services, the following information shall be provided: a statement of education; proof of any professional certifications and/or licenses; a description of relevant experience, expertise, and qualifications; and a list of similar projects with the specific tasks performed by that individual; the inclusive dates of the work, and client contact names, titles, and telephone numbers. The Project Manager named in the proposal shall be the County's primary point of contact and shall remain assigned to the project throughout the period of the contract unless a replacement is approved in writing by the County.
  - E. Field personnel who will provide these services, the following information shall be provided: a statement of education; proof of any professional certifications and/or licenses; a description of relevant experience, expertise, and qualifications; and a list of similar projects with the specific tasks performed by that individual, the inclusive dates of the work, and client contact names, titles, and telephone numbers.
- 8.6 Section 4: Experience and technical expertise including similar regulatory-driven services of the Laboratory principal(s), Project Manager(s), and personnel (RFP Section 7.3).
- A. Name of the Laboratory; main office address and contact telephone numbers; other office locations; company ownership and incorporation information; number of years in business; and company history and qualifications.

- B. List three (3) previous or current contracts, that show the offeror provided similar laboratory task and scope including references with contact information.
  - C. Staff organizational chart for the Laboratory's Project Manager and other key staff (i.e., analysis personnel) providing services under this contract shall be provided, including the primary office location for each.
  - D. Laboratory Qualifications: A statement of the qualifications for the analytical Laboratory shall be provided to include:
    - 1. The Laboratory's Quality Assurance Manual and standard operating procedures for the applicable analytical methods.
    - 2. Resumes of the Laboratory's principal(s) and any manager(s) responsible for providing analytical services, as well as a statement of qualifications and years of experience for ***all*** personnel who will be performing the specific analyses described in the Scope of Services.
    - 3. The Laboratory's Virginia Environmental Accreditation Program (VELAP) accreditation certificate.
- 8.7 Section 5: Compliance with Contract Terms and Conditions (RFP Section 7.4).
- State your firm's compliance with the County's Contract Terms and Conditions as listed in Section 6.0. Specifically list any deviations and provide justification.
- 8.8 Section 6: Cost of Services (RFP Section 7.5).
- Offerors shall submit cost of services on Attachment 13 - Cost Sheet.
- 8.9 Section 7: Proposal Submission Form and Other Forms to be Completed.

## 9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

- 9.1 Preparation and Submission of Proposals
- A. Before submitting a proposal, read the **ENTIRE** solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
  - B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
  - C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening, the title of the RFP, the name of the firm, and the firm's complete return address.
  - D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., on the date specified on the cover of the RFP. Local time can be verified by visiting <http://www.time.gov> and selecting Eastern time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via one of the following options:

**US Mail to:**

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

**OR**

**Hand delivered to:**

County of Loudoun, Virginia  
Division of Procurement  
1 Harrison Street, S.E. 1st Floor

**Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175

**OR**

**Private carrier (UPS/FedEx) to:**

Loudoun County Procurement  
1 Harrison Street, S.E.,

**ATTN: PROCUREMENT BIDS & PROPOSALS**  
Leesburg, Virginia 20175

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

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

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

***NOTE:*** When preparing proposal package, please consider the effort required to disassemble the submitted proposal package in the event the electronic copy is defective.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, time and date of opening, and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by **12:00 p.m. February 12, 2024**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

9.3 Inspection of Site

It is strongly recommended that all offerors 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 offeror of their obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting David Wilcox at [David.Wilcox@loudoun.gov](mailto:David.Wilcox@loudoun.gov).

9.4 Completion

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

9.5 Firm Pricing for County Acceptance

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

9.6 Unit Price

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

9.7 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.

9.8 Proprietary Information

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

9.9 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

9.10 Withdrawal of Proposals

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

9.11 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the

County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.12 Subcontractors

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

9.13 References

All offerors shall include with their proposals a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.14 Use of Brand Names

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

9.15 Samples

Samples, if required, must be furnished free of expense to the County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with the offeror's name and address, RFP number, and opening

date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

9.16 Late Proposals

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

9.17 Rights of County

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

9.18 Prohibition as Subcontractors

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

9.19 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.20 Work Plan

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

9.21 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of

the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.22 Notice of Award

A Notice of Award will be posted on the County's web site (<https://www.loudoun.gov/bids.aspx>).

9.23 Protest

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

9.24 Debarment

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

9.25 Proof of Authority to Transact Business in Virginia

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

9.26 Cooperative Procurement

As authorized in § 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.

9.27 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue

purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.28 Insurance Coverage

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

9.29 Legal Action

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

9.30 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

RFQ 643811

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

## GROUNDWATER, SURFACE WATER AND LANDFILL LEACHATE SAMPLING AND ANALYTICAL SERVICES

### 10.0 PROPOSAL SUBMISSION FORMS

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

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

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 643811 for the price as stated in the price proposal.

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

ITEM: INCLUDED: (X)

- |                                     |       |
|-------------------------------------|-------|
| 1. W-9 Form (9.27):                 | _____ |
| 2. Certificate of Insurance (9.28): | _____ |
| 3. Addenda, if any (Informality):   | _____ |

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsible and/or outright rejected. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM: INCLUDED: (X)

- |  |                             |
|--|-----------------------------|
| 1. Addenda, if any:  | _____                       |
| 2. Payment Terms (6.21):   | _____ net 45 or _____ Other |
| 3. Proof of Authority to Transact Business<br>in Virginia Form (9.25 / RFP PDF Page 38): | _____                       |
| 4. Minimum Qualification Documentation (4.0):  | _____                       |
| 5. References (4.5 / 9.13):  | _____                       |
| 6. Proposal Submission Format (8.0):   | _____                       |
| 7. One (1) Original Submission and One (1)<br>Electronic Copy on USB (9.1.H):            | _____                       |
| 8. Work Plan (9.20)  | _____                       |
| 9. Attachment 13 – Cost Sheet  | _____                       |

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

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

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

Name of person authorized to bind the Firm (9.9):\_\_\_\_\_

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

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



## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

*The Bidder:*

☐ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

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

\_\_\_\_\_  
Legal Name of Bidder/Offeree

\_\_\_\_\_  
Date

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

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

### HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 643811

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

<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 643811

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**



## **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") 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 MWCOG 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>

**REFERENCES FORM (FIRM):** \_\_\_\_\_

Offerors 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT 1 - GROUNDWATER MONITORING PLAN**

## **ATTACHMENT 2 - SURFACE WATER MONITORING PLAN**

**ATTACHMENT 3 - VIRGINIA POLLUTANT DISCHARGE ELIMINATION  
SYSTEM PERMIT VAR051077**

**ATTACHMENT 4 - LOUDOUN WATER WASTEWATER DISCHARGE  
PERMIT NO. 008**

**ATTACHMENT 5 - ALTERNATE CONCENTRATION LIMITS TABLE  
EFFECTIVE JANUARY 1, 2024**

## **ATTACHMENT 6 - LCSWMF GROUNDWATER MONITORING EVENT OVERVIEW & CURRENT COLUMN B DETECTS**

## **ATTACHMENT 7 – ELECTRONIC DATA DELIVERABLE EXAMPLES**

## **ATTACHMENT 8 - REDI-FLO PUMP & CONTROLLER PHOTOS**

**ATTACHMENT 9 - PRESUMPTIVE REMEDY MONITORING PLAN**  
(PRESUMPTIVE REMEDY VOLUME 2 OF 2) LOUDOUN COUNTY SOLID  
WASTE MANAGEMENT FACILITY DEQ PERMIT NO. 1

## **ATTACHMENT 10 – SAMPLING PARAMETERS AND ANALYTICAL METHODS**

## **ATTACHMENT 11 – EXAMPLE: QUARTERLY SURFACE WATER SAMPLING REPORT**

## **ATTACHMENT 12 – EXAMPLE: FIELD DATA SHEET**

## ATTACHMENT 13 - COST SHEET

TASK NO.	DESCRIPTION	NO. OF UNITS	COST PER UNIT (\$)	EXTENDED COST (\$)
<b>Task 1: Groundwater</b>				
<b>Event A: First (1<sup>st</sup>) Semiannual</b>				
A	Groundwater – First (1 <sup>st</sup> ) Semiannual Event <ul style="list-style-type: none"> <li>Includes well gauging, well sounding, well purging, sample collection, QA/QC samples, water level, laboratory analysis, and QA/QC report</li> <li>Analytics (7-day TAT)</li> <li>Semiannual QA/QC Report</li> </ul>			
A1	Detection Well (Column 3.1A)	7 wells		
A2	Assessment Well (Column 3.1A + Column 3.1B detects)	6 wells		
A3	Presumptive Remedy Well (Tetrachloroethene (PCE), 1,1-Dichloroethane, Carbon Tetrachloride, Cobalt)	13 wells		
A4	Water Level Only	6 wells		
A5	Four (4) QA/QC Samples: 1 trip blank, 1 field blank, 1 equipment blank, and 1 blind duplicate sample	4 samples		
<b>Event A Total (A1+A2+A3+A4+A5)</b>				
<b>Event B: Second (2<sup>nd</sup>) Semiannual</b>				
B	Groundwater – Second (2 <sup>nd</sup> ) Semiannual Event <ul style="list-style-type: none"> <li>Includes well gauging, well sounding, well purging, sample collection, QA/QC samples, water level, laboratory analysis, and QA/QC report</li> <li>Analytics (7-day TAT)</li> <li>Semiannual QA/QC Report</li> </ul>			
B1	Detection Well (Column 3.1A)	7 wells		
B2	Assessment Well (Full Column 3.1B)	6 wells		
B3	Presumptive Remedy Well (Tetrachloroethene (PCE), 1,1-Dichloroethane, Carbon Tetrachloride, Cobalt)	13 wells		
B4	Special Monitoring (33 Landfill Gas-Related analytes)	1 well		
B5	Water Level Only	5 wells		
B6	Four (4) QA/QC Samples: 1 trip blank, 1 field blank, 1 equipment blank, and 1 blind duplicate sample	4 samples		
<b>Event B Total (B1+B2+B3+B4+B5+B6)</b>				

<b>Task 2: Surface Water – Chapter 1080</b>				
<b>Event C: Quarterly Surface Water</b>				
C1	Surface Water – Chapter 1080 <ul style="list-style-type: none"> <li>Includes sample collection, laboratory analytics, and quarterly report</li> <li>Analytics (14-day TAT)</li> <li>Report (21-day TAT)</li> </ul>	4 events		
<b>Event C Total</b>				
<b>Task 3: Surface Water – VPDES</b>				
<b>Event D: Semiannual VPDES Analysis</b>				
D1	Surface Water – VPDES <ul style="list-style-type: none"> <li>Includes sample kits, sample transport, and laboratory analysis</li> <li>Analytics (10-day TAT)</li> </ul>	2 events		
<b>Event D Total</b>				
<b>Task 4: Leachate</b>				
<b>Event E: Monthly Leachate Analysis</b>				
E1	Leachate <ul style="list-style-type: none"> <li>Includes sample kits, sample transport, and laboratory analysis</li> <li>Analytics (10-day TAT)</li> </ul>	12 events		
<b>Event E Total</b>				
<b>TOTAL (EVENT A + EVENT B + EVENT C + EVENT D + EVENT E)</b>				
F	Other Services as Requested by County:			
	Hourly Rate: Project Manager	1 hour		
	Hourly Rate: Staff Scientist / Engineer	1 hour		
	Hourly Rate: Field Technician	1 hour		
	Hourly Rate: Administrative	1 hour		
	Equipment Rental	Cost plus _____ % markup		
	Supplies	Cost plus _____ % markup		
	Subcontractor	Cost plus _____ % markup		
	<b>Laboratory Analyses</b> (by named laboratory _____)	Offeror shall attach a separate cost sheet for <b>all</b> available analytical testing services with standard turnaround times indicated and any additional charges for expedited analyses.		

\*Proposal should include detailed backup information including, but not limited to, staffing, transportation, supplies, and laboratory costs (i.e., costs for required constituent analysis) for each event.

\*\*Quantities are for evaluation. Actual events will be coordinated and finalized with the Department of General Services.

DATE: 02/28/2024

NOTICE TO OFFERORS

ADDENDUM NO. 2

RFP No. RFQ 643811

The following changes and/or additions shall be made to the original Request for Proposal (RFP) for Groundwater, Surface Water, and Landfill Leachate Sampling and Analytical Services, RFQ 643811. **Please acknowledge receipt of this addendum by signing and returning with your proposal.**

1. The Acceptance date has changed **from** Prior to 4:00 p.m., March 4, 2024, Local "Atomic Time" to Prior **to** 4:00 p.m., March 8, 2024, Local "Atomic Time".
2. Attached are the questions and answers received in response to the solicitation.

Prepared By: /s/Heather DeHaven Date: February 28, 2024

Acknowledged By: \_\_\_\_\_ Date: \_\_\_\_\_

## QUESTIONS AND ANSWERS

Q1: Due to proprietary information, what is the process for a Subcontractor (Laboratory) to submit their information separately in response to this RFP on behalf of their Contractor? How does the County protect the Subcontractor's proprietary information?

**A1: The Subcontractor (Laboratory) may submit their information separately from the Contractor in accordance with Section 9.0 of the RFP.**

**Section 9.1.C States "All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening, the title of the RFP, the name of the firm, and the firm's complete return address." In addition to the requirements stated herein, the face of the sealed container shall clearly indicate the submission is *Supplemental* and for which Contractor.**

**In accordance with the Code of Virginia § 2.2-4342.F. "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices."**

**The Subcontractor (Laboratory) must invoke the protection of the Code of Virginia § 2.2-4342.F., identify the data or material to be protected, and state the reason why the information is proprietary. The Subcontractor (Laboratory) should not just label the entire document as proprietary. Properly submitted documents In accordance with the Code of Virginia § 2.2-4342.F shall not be made available for public inspection.**

DATE: 02/14/2024

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFP No. RFQ 643811

The following changes and/or additions shall be made to the original Request for Proposal (RFP) for Groundwater, Surface Water, and Landfill Leachate Sampling and Analytical Services, RFQ 643811. **Please acknowledge receipt of this addendum by signing and returning with your proposal.**

1. Attachment 6 is replaced in its entirety with the updated and attached ATTACHMENT 6 - LCSWMF Groundwater Monitoring Event Overview & Current Column B Detects
2. Attached are the questions and answers received in response to the solicitation.

Prepared By: /s/Heather DeHaven Date: February 14, 2024

Acknowledged By: \_\_\_\_\_ Date: \_\_\_\_\_

## QUESTIONS AND ANSWERS

Q1: On Attachment 6 - LCSWMF Groundwater Monitoring Event Overview & Current Column B Detects of the RFP lists six (6) wells as part of the "Assessment" monitoring well category. However, the Assessment Category shows "[5]". On Attachment 13 - Cost Sheet included of the RFP, Task No. A2, it shows six (6) wells. Please verify there are six (6) "Assessment" wells.

**A1: There are six (6) assessment wells: MW-21, WR-07A, MW-199801, MW-35, WR-01, and WR-12.**

## Attachment 6

### LCSWMF Groundwater Monitoring Event Overview & Current Column B Detects

#### First Semi-Annual Groundwater Monitoring Event

Monitoring Category [Wells]	Wells	Analysis [Constituents]
Detection [7]	WR-02, WR-03, WR-09, WR-10, WR-11, WR-13, WR-14	<ul style="list-style-type: none"> <li>Column 3.1 A [62]</li> </ul>
Assessment [6]	MW-21 (Background), WR-07A (Background), MW-199801, MW-35, WR-01, <b>WR-12</b>	<ul style="list-style-type: none"> <li>Column 3.1 A [62] +</li> <li>Column 3.1 Bd [13; see below, total 75]</li> </ul>
Presumptive Remedy [13]	MW-21 (Background), WR-07A (Background), MW-199801, MW-35, WR-01, WR-02, WR-03, WR-09, WR-10, WR-11, WR-12, WR-13, WR-14	<ul style="list-style-type: none"> <li>Tetrachloroethene (PCE)</li> <li>1,1-Dichloroethane,</li> <li>Carbon Tetrachloride</li> <li>Cobalt [total 4]</li> </ul>
Water Level Only [6]	WR-02D, WR-15, WR-17, WR-20, WR-20D, MW-26	

#### Second Semi-Annual Groundwater Monitoring Event

Monitoring Category	Wells	Analysis [Number Constituents]
Detection [7]	WR-02, WR-03, WR-09, WR-10, WR-11, WR-13, WR-14	<ul style="list-style-type: none"> <li>Column 3.1 A [62]</li> </ul>
Assessment [6]	MW-21 (Background), WR-07A (Background), MW-199801, MW-35, WR-01, <b>WR-12</b>	<ul style="list-style-type: none"> <li>Column 3.1 B [213]*</li> <li>*Column B includes Column A</li> </ul>
Presumptive Remedy [13]	MW-21 (Background), WR-07A (Background), MW-199801, MW-35, WR-01, WR-02, WR-03, WR-09, WR-10, WR-11, WR-12, WR-13, WR-14	<ul style="list-style-type: none"> <li>Tetrachloroethene (PCE)</li> <li>1,1-Dichloroethane,</li> <li>Carbon Tetrachloride</li> <li>Cobalt [total 4]</li> </ul>
Special Monitoring [1]	MW-26 *Separate Chain of Custody	<ul style="list-style-type: none"> <li>Landfill Gas Related [33]</li> </ul>
Water Level Only [5]	WR-02D, WR-15, WR-17, WR-20, WR-20D	

#### All Events

- Sampling Order: MW-21<sup>(A)</sup>, WR-07A<sup>(A)</sup>, MW-199801<sup>(A)</sup>, WR-02<sup>(D)</sup>, WR-02D<sup>(W)</sup>, WR-03<sup>(D)</sup>, WR-09<sup>(D)</sup>, WR-10<sup>(D)</sup>, WR-11<sup>(D)</sup>, WR-13<sup>(D)</sup>, WR-14<sup>(D)</sup>, WR-15<sup>(W)</sup>, WR-17<sup>(W)</sup>, **WR-20<sup>(W)</sup>**, WR-12<sup>(A)</sup>, WR-20D<sup>(W)</sup>, WR-01<sup>(A)</sup>, MW-26<sup>(W; 2nd-SM)</sup>, MW-35<sup>(A)</sup>
- Sounding is required at all wells.
- Discharge the purge water from MW-26 & MW-35 to the Leachate Management System.
- Four (4) QA/QC samples are required and shall include a field blank, an equipment blank, a trip blank, and a blind split duplicate (WR-01). QA/QC samples should be analyzed for all constituents.

## **Attachment 6**

### LCSWMF Groundwater Monitoring Event Overview & Current Column B Detects

#### 3.1B Detects [13]

- 1,3-Dichlorobenzene
- beta-BHC
- Bis(2-ethylhexyl)phthalate
- Cyanide
- Dichlorodifluoromethane
- Diethylphthalate
- Di-n-butylphthalate
- Hexachlorobutadiene
- Mercury
- Naphthalene
- Pentachlorophenol
- Sulfide
- Tin

#### Reporting Deadlines

- Field Data: Electronic copies are due 3 calendar days following the sampling event.
- Analytics: EDD is due 7 calendar days following the sampling event. EDD requires a "D" qualifier for detection.
- QA/QC: Contractor report is due 5 calendar days from the receipt of the analytics and EDD.

#### Network Changes

- Removed – WR-02D, WR-04, WR-05, WR-15, WR-17, WR-18, WR-20