



Loudoun County, Virginia

INVITATION FOR BID

AGGREGATE PRODUCTS - REISSUE

(FORMERLY: Sand, Stone and Gravel Products)

ACCEPTANCE DATE: Prior to 4:00 p.m., February 24, 2025, Local "Atomic Time"

IFB NUMBER: RFQ 668835

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

PLEASE NOTE:

- A. Documents related to this solicitation may be downloaded from the County's web site: www.loudoun.gov/procurement.
- B. An optional pre-bid conference will be held virtually using Microsoft Teams on **Tuesday, January 28, 2025, at 9:30 a.m.** See the Microsoft Teams log in information provided below. To participate in the audio portion of this conference, please dial the number provided below and follow the prompts as designated. To participate by computer, connect to the link provided and follow the prompts as designated. *The purpose of the pre-bid conference is to provide a high level overview of the supplier registration process and online submission of bids through iSupplier.*

Microsoft Teams Meeting

[Join The Meeting Now](#)

Meeting ID: 289 523 236 20

Passcode: t3PF9QF2

Dial in by phone

[+1 757-600-4923, 828654601#](#) United States, Norfolk

[Find a local number](#)

Phone conference ID: 828 654 601#

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

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

Heather DeHaven, NIGP-CPP, VCO
Senior Contracting Officer
(703) 777-0128
(703) 771-5097 (Fax)
E-mail address: Heather.DeHaven@loudoun.gov

Issue Date: January 14, 2025

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

INVITATION FOR BID

AGGREGATE PRODUCTS – REISSUE
(FORMERLY: Sand, Stone and Gravel Products)

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE	4
2.0 COMPETITION INTENDED	4
3.0 DISCREPANCIES	4
4.0 BIDDER’S MINIMUM QUALIFICATIONS	4
5.0 SCOPE OF SERVICES	5
6.0 TERMS AND CONDITIONS	6
7.0 INSTRUCTIONS FOR SUBMITTING BID	19
8.0 BID SUBMISSION FORMS	28
ATTACHMENT #1 – PRICE LIST	31
ATTACHMENT #2 - REFERENCES	32

Prepared By: /s/Heather DeHaven, NIGP-CPP, VCO Date: January 14, 2025
Senior Contracting Officer

AGGREGATE PRODUCTS – REISSUE

(FORMERLY: Sand, Stone and Gravel Products)

1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified contractor to provide various aggregate products to the Loudoun County Solid Waste Management Facility (LCSWMF) on an as needed basis. The LCSWMF will be the primary user of the services provided under the resulting contract and is located at 21101 Evergreen Mills Road, Leesburg, Virginia 20175.

Quantities identified in this IFB are for bid evaluation purposes only. The County estimates spending approximately \$150,000 to \$300,000 per year on aggregate products under this contract but makes no guarantee as to the minimum amount of material to be ordered annually. Reference Section 6.0, Terms and Conditions, Quantities paragraph 6.3.

Prices for material delivered to the LCSWMF shall include delivery. No additional delivery charges, surcharges, or other fees are permitted. The County intends to award this Contract in its entirety for a one (1) year period with up to six (6) additional one (1) year renewal options. Bidders are required to bid on all line items on Attachment #1 – Price List and submit it with the bid. **Failure to bid on all line items will result in the bid being deemed non-responsive and rejected.**

2.0 COMPETITION INTENDED

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

3.0 DISCREPANCIES

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

4.0 BIDDER'S MINIMUM QUALIFICATIONS

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

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

- 4.1 Bidders shall provide, at a minimum, a list of at least three (3) references for whom comparable work has been successfully completed in the last five (5) years. Utilizing the County reference form provided in this IFB, for each reference, include company name, point of contact, address, telephone number, fax number, e-mail address, locations of projects, projects descriptions and names, e-mail addresses of architects and owners. Disclosure of a reference hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- 4.2 Bidders shall provide verification that their aggregate products meet the Virginia Department of Transportation (VDOT), 2020 Road and Bridge Specifications or latest revision: Division II – Materials. Bidders shall provide documents, such as control tests dated within seven (7) days of the bid, VDOT certifications of laboratory technicians, listing on VDOT's approved material list, or a combination of similar documents that verify their aggregate products meet the minimum qualifications. Additional information shall be provided upon request.

5.0 SCOPE OF SERVICES

The Contractor shall provide the following Aggregate Products.

5.1 General

- A. Materials are grouped into similar categories for bidding purposes. All material within a category shall have the same price. All material shall conform to the VDOT, 2020 Road and Bridge Specifications or latest revision.
- B. Prices for material delivered to the LCSWMF shall include delivery. No additional delivery charges, surcharges, or other fees are permitted.

5.2 Products Required

- A. Open-Graded Coarse Aggregates Va. Size No. 1 (VDOT #1)
- B. Open-Graded Coarse Aggregates Va. Size No. 3 (VDOT #3)
- C. Open-Graded Coarse Aggregates Va. Size No. 57 (VDOT #57)
- D. Dense-Graded Aggregates Size No. 21A (VDOT #21A)

5.3 Additional Products

The County may request additional aggregate products not listed in Section 5.2 above on a per quote basis. This includes but is not limited to Open-Graded Coarse Aggregates Va. Size No. (VDOT #) 357, 68, 78, 8, 8P, 9, 10, Type B Emulsified Asphalt Slurry Seal, Type C Emulsified Asphalt Slurry Seal, Gabion Stone, Rip Rap Class I, Fine Aggregate Grading A Sand, and Fine Aggregate Grading B Sand.

5.4 Response Time

The Contractor shall deliver material to the specified County location(s) within 24 hours after receipt of County Purchase Order except in cases of emergency.

Emergency deliveries shall be made within four (4) hours after notification from the County.

5.5 Kickoff Meeting

Upon the award of this contract, the Contractor shall participate in a Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process.

6.0 TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Terms and Conditions. **These Terms and Conditions are not negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the applicable Department or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the applicable Department or 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 period shall cover the period from May 1, 2025, through April 30, 2026, or an equivalent period depending on the date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to six (6) additional one (1) year periods. 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. Unit prices may be adjusted annually at the time of contract renewal only. Unit prices for each renewal period may be increased or decreased, with such increase or decrease not to exceed the percentage change for the twelve (12) months immediately preceding the contract renewal date in the latest Bureau of Labor Statistics (BLS), Producer Price Index (PPI) for Commodities; Nonmetallic Mineral Products; Construction, Sand, Gravel and Crushed Stone; not Seasonally Adjusted (WPU132101). Price escalation or de-escalation will be based on the information provided by the BLS at the time of contract renewal.

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

6.3 Quantities

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

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

6.4 Delays and Delivery Failures

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

6.5 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.6 Business, Professional, and Occupational License Requirement

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

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

6.7 Payment of Taxes

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

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

6.8 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000 aggregate
Fire Damage Legal Liability:	\$100,000

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

3. Automobile Liability:
Combined Single Limit: \$1,000,000
- D. The following provisions shall be agreed to by the Contractor:
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 2. Liability Insurance "Claims Made" basis:

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

 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
 4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
 6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.9 Hold Harmless

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

6.10 Safety

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

6.11 Permits

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

6.12 Notice of Required Disability Legislation Compliance

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

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

6.13 Ethics in Public Contracting

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

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

6.14 Employment Discrimination by Contractors Prohibited

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

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

6.15 Drug-Free Workplace

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

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

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

6.16 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.18 Substitutions

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

6.19 Condition of Items

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

6.20 Workmanship and Inspection

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

6.21 Cleaning Up

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

6.22 Exemption from Taxes

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

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

6.23 Ordering, Invoicing, and Payment

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

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

Invoices shall be submitted to:

County of Loudoun, Virginia
Attention: Asya Giraldo
Department of General Services
Division of Waste Management
PO Box 7100
Leesburg, Virginia 20177-7100

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

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

6.24 Payments to Subcontractors

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

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

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

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

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

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

6.25 Assignment

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

6.26 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

6.27 Contractual Disputes

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

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

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

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

6.28 Severability

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

6.29 Governing Law/Forum

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

6.30 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

(TBD)

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: 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 20177

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.

6.31 Licensure

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

6.32 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act, Sections 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.

6.33 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.

6.34 Confidentiality

A. Contractor Confidentiality

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

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

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

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

B. County Confidentiality

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

6.35 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.

6.36 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, pandemic, endemic, 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.

6.37 Survival of Terms

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

6.38 Non-Waiver

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

7.0 INSTRUCTIONS FOR SUBMITTING BIDS

7.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the **ENTIRE** solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations.
- B. Pricing must be submitted on the provided pricing form only. Include other information, as requested or required.
- C. All bids shall be signed by the individual or authorized principals of the firm.
- D. All attachments to the IFB requiring execution by the bidder are to be returned with the bid.
- E. Bidders may submit either a physical (hard copy) response or an online electronic response to this solicitation as provided in the instructions below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic bid shall

take precedence over the physical (hard copy) submission, unless the bidder specifically states otherwise in their response.

F. *Instructions for Submitting a Physical (Hard Copy) Bids*

1. All physical (hard copy) bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening, the title of the IFB, the name of the firm, and the firm's complete return address.
2. Physical (Hard Copy) Bids 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

Please note: Bidders choosing to submit bids via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time. Overnight delivery does not guarantee that the bid will be delivered to the appropriate location prior to the Acceptance Date and Time.

3. Failure by a bidder to address and label their submission in accordance with the requirements of this section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.
4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive, of their bid/proposal to the County's Division of Procurement as indicated on the cover sheet of this IFB.

G. *Instructions for Submitting Online Electronic Bids*

1. Electronic submissions may be submitted through the County's iSupplier system. Bidders can access iSupplier by clicking here: https://ebsprdext.loudoun.gov/OA_HTML/AppsLocalLogin.jsp.

Faxed and/or e-mailed bids will not be accepted.

2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Bidders should confirm their ability to access and use iSupplier well in advance of the solicitation Acceptance Date and Time to allow sufficient time to request technical support, if needed.
3. Bidders must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.
4. Guides for registration and submitting an online electronic bid using iSupplier are available on the County's website at <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. These guides provide detailed instructions for online electronic bid submission.
 - a. iSupplier Registration: Loudoun iSupplier Guide
 - b. Instructions for submitting online electronic bids: iSupplier Guide for Suppliers – Sourcing (Solicitations/Bid Opportunities)
 - c. Frequently Asked Questions
5. The file(s) attached to the online electronic bid must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Bidders assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their bid. Electronic links to bids are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Bidders are cautioned to ensure that the files attached to the bid are complete. Bid submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.
6. An online electronic bid is not considered successfully submitted unless all necessary files have been uploaded and the online

electronic bid response status is “**Active**”. An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its bid. Incomplete online electronic responses in “**Draft**” status will not be accepted.

7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via email at procurement@loudoun.gov. Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.
 8. Online electronic bids are sealed and cannot be opened until the Acceptance Date and Time specified.
 9. Bidders may withdraw their online electronic bid submission prior to the Acceptance Date and Time. A new online electronic bid may be submitted to facilitate changes up through the Acceptance Date and Time specified.
- H. Bids must be received by the Division of Procurement prior to 4:00 p.m., Eastern time on the date specified on the cover of the IFB. Time can be verified by visiting <http://www.time.gov>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the Acceptance Date and Time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- J. A public bid opening will be held virtually using Microsoft Teams at approximately 4:15 P.M. on the Acceptance Date. See the Microsoft Teams log in information provided below. To participate in the audio portion of the opening, please dial the number provided below and follow the prompts as designated. You may also witness the announcement of the received bids, as they are opened using Microsoft Teams with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.

Microsoft Teams Meeting

[Join the Meeting Now](#)

Meeting ID: 245 364 405 28

Passcode: jQ2XG6Js

Dial-in by phone

[+1 757-600-4923,,891890392#](#) United States, Norfolk

[Find a local number](#)

Phone conference ID: 891 890 392#

7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. **Material questions will be answered in writing with an Addendum provided, however, that all questions are received by 12:00 p.m. February 7, 2025.** It is the responsibility of all bidders to ensure that they have received all the Addendums and to include signed copies with their bid. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Exceptions/Additions

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

7.4 Firm Pricing for County Acceptance

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

7.5 Unit Price

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

7.6 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 Free on Board (F.O.B.) Destination, freight prepaid, and allowed. Cash on Delivery (COD) deliveries shall be denied. The cost of freight, insurance, and all other delivery-related costs shall be included in the cost of performing the work proposed in the price proposal.

7.7 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the**

bidder's information. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.8 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

7.9 Correction or Withdrawal of Bids and Cancellation of Awards

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

7.10 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder 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.

7.11 References

All bidders shall include, with their bids, 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 bid as non-responsible. Bidder hereby releases listed references from all

claims and liability for damages that may result from the information provided by the reference.

7.12 Samples

Samples of each type of aggregate may be required from the low bidder prior to contract award. Samples must be furnished free of expense to County on or before the date specified and will not be returned. Each sample must be marked with bidder's name and address, IFB number and opening date. Do not provide samples with your bid submission. **DO NOT ENCLOSE SAMPLES IN OR ATTACH SAMPLES TO BID.**

7.13 Quantities

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

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

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

7.14 Delivery

Time is of the essence. Bid must show the number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery of materials shall be made during normal working hours only, 9:00 am to 4:00 pm, unless prior approval for an alternate delivery has been obtained from the County.

7.15 Incidental and Consequential Damages

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

7.16 Late Bids

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

7.17 Rights of County

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

7.18 Prohibition as Subcontractors Under Competitive Sealed Bidding

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

7.19 Vendor Preference in Tie Bids

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

7.20 Anti-Trust Violations

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

7.21 Basis for Award

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

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

7.22 Negotiation with the Lowest Responsible Bidder

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

7.23 Notice of Award

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

7.24 Protest

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

7.25 Debarment

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

7.26 Proof of Authority to Transact Business in Virginia

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

7.27 Cooperative Procurement

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

7.28 Acknowledgement of Contract

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

7.29 W-9 Form Required

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

7.30 Insurance Coverage

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

7.31 Legal Action

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

7.32 Certification by Contractor as to Felony Convictions

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



Loudoun County, Virginia

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

AGGREGATE PRODUCTS – REISSUE
(FORMERLY: Sand, Stone and Gravel Products)

8.0 BID SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

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

TOTAL COST FROM ATTACHMENT #1\$ _____

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

ITEM:	INCLUDED: (X)
1. W-9 Form (7.29):	_____
2. Certificate of Insurance (7.30):	_____
3. Addenda, if any (Informality):	_____

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

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms (6.23):	_____ net 45 or ____ Other
3. Proof of Authority to Transact Business in Virginia Form (7.26):	_____
4. Attachment #1 –Price List:	_____
5. Attachment #2 – References (4.1 / 7.11):	_____
6. One (1) Original Bid and One (1) Electronic Copy On USB (7.1.H)	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (7.8): _____

Signature: _____ Date: _____

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



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

Please complete the following by checking the appropriate line that applies and providing the requested information.

PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

The Bidder:

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

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

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

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

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

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

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

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT #1 – PRICE LIST

This form shall be utilized by all Bidders and all Parts shall be fully and accurately completed.

“N/A”, “No bid”, or other non-numeric response provided for any aggregate product shall be cause for rejection of bid as non-responsive.

Aggregate	Estimated Quantities		Cost Per Ton		Extended Cost
VDOT #1	4,000	X	\$	=	\$
VDOT #3	500	X	\$	=	\$
VDOT #57	50	X	\$	=	\$
VDOT # 21A	2,500	X	\$	=	\$
TOTAL COST			\$		

*Quantities are not guaranteed and are for estimation purposes ONLY.

Bidder's Name: _____

Authorized Signature (7.8): _____

Date: _____

NOTE: The County intends to award this Contract in its entirety. Bidders are required to bid on all line items. Failure to bid on all line items will result in the bid being deemed non-responsive and rejected.

ATTACHMENT #2 - REFERENCES

THE FIRM OF: _____
Bidders shall provide references on this form.

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

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 668835

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

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

☐ Other _____

SERVICE RESPONSE CARD

RFQ 668835

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 Division • 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/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>.