



**REQUEST FOR QUOTE (RFQ)  
EDWARDS FERRY ROAD, NE SIDEWALK NUTRIENT CREDITS**

ISSUE DATE: July 19, 2021

RFQ NO.: 19004-FY22-09

QUESTIONS DUE: July 21, 2021; 5:00 p.m.

BIDS DUE: July 27, 2021; 5:00 p.m.

DELIVERY ADDRESS: Anne D. Geiger, P.E. Project Manager  
E-mail: [ageiger@leesburgva.gov](mailto:ageiger@leesburgva.gov)

CONTACT: Anne D. Geiger, P.E., Director  
Public Works & Capital Projects  
Phone: 703.771.2742  
E-mail: [ageiger@leesburgva.gov](mailto:ageiger@leesburgva.gov)

## **EDWARDS FERRY ROAD, NE SIDEWALK NUTRIENT CREDITS**

The Town needs to purchase nutrient credits to address compliance with the water quality technical criteria and to address a Total Maximum Daily Load (TMDL) requirement.

**Quotes must be received by 5:00 p.m. EST on Wednesday, July 21, 2021.**

### **A. Scope of Work**

The Town of Leesburg (“Town”) is requesting written price quotations for the purchase of 0.56 authorized nutrient credits of phosphorus from an approved nutrient credit bank. These nutrient credits are to provide the required water quality treatment for improvements associated with the construction of the Edwards Ferry Road NE Sidewalk Improvements project in the Town of Leesburg.

### **B. Bidder Qualifications**

Only bidders who satisfy the following qualifications shall be eligible to receive a contract award:

1. Bidders shall be the owner or authorized representative of a nutrient credit bank that is approved by the Virginia Department of Environmental Quality (DEQ). The nutrient credit bank shall be active and operating in compliance with applicable federal and state permits, laws, and regulations and be in good regulatory standing.
2. The nutrient credit bank must have within its approved geographic service area the Department of Conservation and Recreation’s HUC 12 of 02070008-0704 which covers a portion of the land within Loudoun County, Virginia, and includes the proposed construction site. A copy of the bank’s Geographic Service Area Map or equivalent shall be provided with the bid submission.
3. The nutrient credit bank shall have released for sale by the DEQ and available for contract purchase at the time of bid submission the required number of nutrient credits specified herein. A copy of the bank’s current ledger must be provided with the bid submission as proof of the number of nutrient credits available and approved for sale by the DEQ.
4. The nutrient credit bank shall include with its bid submission the bank’s typical Agreement for Credit Purchase & Sale.

### **C. Contract Requirements**

1. Within five (5) business days after receipt of the purchase order, the selected awardee(s) shall provide a Letter of Credit Availability to the Town for submission to the DEQ verifying that the nutrient credit bank has the nutrient credits available and awarded for this project, and an invoice for the credit purchase.

2. Within ten (10) business days after receipt of payment for the invoice, the awardee(s) shall provide a Bill of Credit Sale to the Town for submission to the DEQ verifying that the required amount of nutrient credits has been purchased by the Town, and that the credits have been debited from the nutrient credit bank's ledger for the Edwards Ferry Road NE Sidewalk Improvements project. An updated Bank Ledger reflecting credits purchased by the Town from the bidder and DEQ credit release letter shall also be provided by the awardee.
3. The above referenced documentation shall indicate the name of the nutrient credit bank, the HUC from which the nutrient credits originate, the date, and the exact number of credits approved, released and sold to the Town.

**D. Submittal Instructions**

**Quotes must be received by the time and date indicated on Page 1 of this RFQ.**

All quotes must be submitted by email to [ageiger@leesburgva.gov](mailto:ageiger@leesburgva.gov).

All quotes must to include each of the following documents:

1. Quotation Submission Form (Page 10)
2. Pricing Form (Page 11)
3. Addenda Acknowledgement (Page 10)
4. Copy of current calendar year bank ledger
5. Copy of the bank's Geographic Service Area Map or equivalent
6. Copy of the Credit Release Letter from DEQ
7. Copy of the Banking Instrument
8. Copy of the Bidder's typical agreement for credit purchase and sale
9. Copy of Bidder's business license, if applicable (see section H.13)
10. Virginia SCC compliance form, completed and signed
11. Completed and Signed Form W-9, Request for Taxpayer Identification Number and Certification (not required if firm has done business with the Town within the past year)

The same person, firm, or corporation may submit only one bid. The submittal of more than one bid shall be cause for rejection by the Town of all bids submitted by the person, firm, or corporation.

All blanks, except signatures, on the Bid Form shall be legibly completed in ink.

The signer of the Bid must initial interlineations, alterations, and erasures.

The Town shall have the right to reject any quote that does not provide all requested information.

The quote shall include the legal name of the bidder and a statement that the bidder is a sole proprietor, partnership, corporation, or other legal entity. The quote shall be signed by the person or persons legally authorized to bind the bidder to a contract. A quote by a corporation

shall further give the state of incorporation and have the corporate seal affixed. A quote submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder. A quote submitted by a foreign corporation shall be accompanied by evidence of authorization to conduct business in Virginia.

#### **E. Award Criteria**

The Town intends to award this contract to the lowest responsive, responsible bidder who is authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein.

The Town reserves the right to award in whole or in part, to make multiple awards, or to waive informalities in the process of awarding this contract.

The contents of the bid submitted by the successful bidder will become a part of any contract and/or purchase order awarded as a result of this RFQ. By submitting a bid, the bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

#### **F. Questions and Answers**

Unless otherwise instructed, the contact listed on Page 1 of this RFQ is the sole point of contact for questions concerning this RFQ. Questions concerning this RFQ must be made in writing to [ageiger@leesburgva.gov](mailto:ageiger@leesburgva.gov). **Questions must be received by the time and date indicated on Page 1 of this RFQ.**

A formal addendum responding to all questions received by the deadline will be made available no later than three (3) business days before the quote due date. Additional clarifications to the specifications will also be in the form of a written addendum. All addenda will be emailed to the addresses the RFQ was sent to originally. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the quote documents.

#### **G. Special Terms and Conditions**

There are no special terms or conditions for this contract.

#### **H. General Terms and Conditions**

1. **Quote Binding for Sixty (60) Days:** Bidder agrees that this Quote shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the due date.
2. **Late Quotes:** Quotes received after the time specified in this RFQ will not be accepted.
3. **Acceptance or Rejection of Quotes:** The Town reserves the right to accept or reject any or all quotes in whole or in part and to waive minor informalities in the process of awarding this contract.

4. **Competition Intended:** It is the Town's intent that this request for quotation permits competition. It shall be the bidder's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.
5. **Understanding of Specifications:** Bidders shall thoroughly examine and be familiar with the RFQ. The failure or omission of any bidder to receive or examine this document shall in no way relieve any bidder of obligations with respect to this quote or the subsequent contract. The submission of a quote shall be taken as prima facie evidence of compliance with this paragraph.
6. **Inquiries Concerning Specifications:** Questions concerning this RFQ must be made in writing to the Procurement Contact listed in the Questions and Answers section of the RFQ.
7. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the quote due date.
8. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of quotes, or to procure or contract for services defined herein.
9. **Employment Discrimination Prohibited:** During the performance of this contract, the bidder agrees as follows:

The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
10. **Disposition of Quotes:** All materials submitted in response to this RFQ will become the property of the Town. One (1) copy of each quote shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the quote will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 11. "Trade Secrets and Proprietary Information Disclosure".
11. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all quotes will be available for public inspection. Trade secrets and proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the bidder must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be

protected and state the reasons why protection is necessary. An all-inclusive statement that the entire quote is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.

12. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

13. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement.

Bidders do not have to obtain a BPOL license in order to submit a bid to the Town; however, the successful bidder must obtain a license, if applicable, prior to award of the contract.

Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2753**. Indicate the BPOL license number on the quote form.

14. **Ethics in Public Contracting:** The bidder agrees that it will adhere to Article 6 – "Ethics in Public Contracting" requirements set forth in the Virginia Public Procurement Act.

15. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.

16. **Use by Other Localities:** Bidders are advised that the resultant contract may be extended, with the authorization of the bidder, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the bidder must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

It is the bidder's responsibility to notify the public body(s) of the availability of the contract.

Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the bidder. Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of the public body are unacceptable to the Contractor, the Contractor may withdrawal its extension of the award to that public body.

The Town of Leesburg shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that Public Body by the bidder.

17. **Modification of the Contract:** This contract may be modified by an approved contract modification or change order signed by both parties in accordance with the VPPA.
18. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
19. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 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 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 Contractor.

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 any controlled substance or marijuana during the performance of the contract.

20. **Collusion among Bidders:** More than one quote from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder has an interest in more than one quote for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. The signer of the bid must declare that all persons, companies and parties interested in the contract as principals are named therein; that the bid is made without collusion with

any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the bid has authority to contractually bind the bidder. See Bidder Submission Form.

21. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
22. **Qualification of Bidders:** Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the bidder may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection.
23. **Liability:** The successful bidder will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful bidder that make performance impossible or illegal, unless otherwise specified in the agreement.
24. **Protest of Award or Decision to Award:** A bidder may protest an award or decision to award a contract under procedures as set forth in the Virginia Public Procurement Act.
25. **Ethics in Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
26. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
27. **Insurance Requirements:** Omitted.
28. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town's Procurement Officer or designee.
29. **Payment Terms:** The bidder shall submit invoices to the Town with all supporting documentation and shall be reimbursed within 45 days of receipt of invoice or completion of services, whichever occurs later.



**I. Sample Agreement**

Omitted.

**QUOTATION FORM  
(PAGE 1 OF 2)**

**EDWARDS FERRY ROAD, NE SIDEWALK NUTRIENT CREDITS  
RFQ NO. 19004-FY22-09**

**SUBMIT A SIGNED REQUEST FOR QUOTATION FORM BY E-MAIL TO  
AGEIGER@LEESBURGVA.GOV**

**QUOTES ARE DUE NO LATER THAN 5:00 P.M. ON TUESDAY, JULY 27, 2021**

SUBMITTED BY:	
CONTRACTOR NAME:	
ADDRESS:	
CITY/STATE/ZIP:	
AUTHORIZED SIGNATURE:	
PRINT NAME AND TITLE:	
TELEPHONE NO:	FACSIMILE NO.:
STATE CORPORATION COMMISSION ID #	TAX ID NUMBER (FIN/SSN):
THIS FIRM IS A: (INSERT NAME OF STATE): _____	
___ CORPORATION	___ LIMITED PARTNERSHIP
___ GENERAL PARTNERSHIP	___ UNINCORPORATED ASSOC.
___ LTD LIABILITY COMPANY	___ SOLE PROPRIETORSHIP
EMAIL ADDRESS:	LEESBURG BPOL #:

**ADDENDA**

Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

Addendum No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

**QUOTATION FORM  
(PAGE 2 OF 2)**

**PRICING PAGE**

Date:	Subject: Purchase of Nutrient Credits for Edwards Ferry Road, NE Sidewalk Improvements	Quote Due Date: Tuesday, July 27, 2021 at 5:00 p.m.	RFQ NO. 19004-FY22-09
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Bidder Name and Address	Terms  _____ % _____ No of Days or _____ NET 45 Days
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Instructions: Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Complete all items.

Estimated Quantity	Item and Description	Per Unit Price	Extended Price
0.56	Nutrient Credits for Phosphorus	_____.	_____.

Bidder guarantees product or services offered will meet or exceed specifications identified in this Request for Quote, subject to all conditions stated herein and on the attached sheets.

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_.