



INVITATION FOR BID

Bioretention Soil Mix for Bioretention Pond at Broad Run Water Reclamation Facility

September 22, 2010

Bid Due Date: Thursday, October 7, 2010
and Time: 2:00 p.m. (EST)

IFB Number: 2010 – 008 – 240

Mailing Address: P.O. Box 4000
Ashburn, VA 20146-2591

Delivery Address: 44865 Loudoun Water Way
Ashburn, VA 20147

Procurement Contact: Bessie Nelson, Purchasing Technician
Phone: 571.291.7700
Fax: 571.223.2513
E-mail: bnelson@loudounwater.org

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

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1 PURPOSE

The objective of this Invitation for Bid (IFB) is to find an experienced, reliable vendor, herein referred to as "vendor", "firm", or "contractor" to provide the Loudoun County Sanitation Authority (Loudoun Water), herein referred to as "Loudoun Water", with biofilter soil mix to be used at the bioretention pond located at the Broad Run Water Reclamation Facility (BRWRF), 44961 Loudoun Water Way, Ashburn, Virginia 20147.

This Invitation for Bid (IFB), plus the resulting agreement, shall be consistent with, and governed by the Virginia Water and Waste Authorities Act (VWWA), the Virginia Public Procurement Act (VPPA) and the Loudoun Water Purchasing Regulations.

2 COMPETITION INTENDED

It is Loudoun Water's intent that this IFB permit competition. It shall be the vendor's responsibility to advise the Purchasing Technician 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 Technician not later than ten (10) days prior to the date set for acceptance of Bids.

3 BACKGROUND INFORMATION

- A. Loudoun Water is a public body politic and corporate and an instrumentality of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, being Chapter 28, Title 15.1, Code of Virginia of 1950, as amended (the "Act"). Loudoun Water was created by action of the Board of Supervisors of Loudoun County, Virginia and was chartered by the State Corporation Commission on May 27, 1959. As an authority, Loudoun Water makes no profit and our operations and finances are independent of the County's tax-supported services.
- B. Loudoun Water has approximately 60,000 connections serving more than 186,000 people. Its service area is predominantly in eastern Loudoun County, and is composed of more than 1,500 miles of water and sewer pipelines. Water supply is provided through agreements with the City of Fairfax and Fairfax Water. Water sources include The Potomac River and Goose Creek. Wastewater treatment is currently provided through an agreement with the District of Columbia Water and Sewer Authority and Loudoun Water's Broad Run Water Reclamation Facility (BRWRF). The BRWRF discharges high quality effluent into Broad Run, which feeds the Potomac River and ultimately, the Chesapeake Bay. Loudoun Water also operates several small community water and wastewater treatment plants.

4 SCOPE OF SERVICES

The scope of services is to provide 2,500 tons of a biofilter topsoil media which composition is composed of 85-88% ASTM, C-33 Sand Organic Compost Specified Topsoil; 8-12% soil fines; and 3-5% organic matter in the form of leaf compost. The biofilter topsoil media requires a P-index between 10 and 30, or between 7 and 21 mg/kg of P in the soil media. The biofilter topsoil media will require delivery to Loudoun Water's Broad Run Water Reclamation Facility, located at 44961 Loudoun Water Way, Ashburn, Virginia 20147.

5 SPECIFIC PROJECT REQUIREMENTS

The specific requirements for this project are to provide and deliver 2,500 tons of a biofilter topsoil media. The composition of the required biofilter topsoil media is composed of the following:

Sand	88%
Silt	8%
Clay	4%
USDA Classification	Sand
Moisture	13.5%
Organic Matter (OM)	1.5%+
pH	6.5 – 7.5

The Sieve Analysis for the required biofilter topsoil media is as shown below and is based on percent passing:

6.0 mm	100.0%
4.75 mm	97.0%
2.36 mm	77.4%
1.18 mm	59.4%
0.60 mm	46.7%
0.30 mm	36.8%
0.15 mm	25.9%
0.075 mm	15.0%

Delivery of the biofilter topsoil media must occur no later than Friday, October 29, 2010.

6 CONTRACT CONDITIONS

Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of Loudoun Water's General Manager or his authorized representative. Any change to the contract must be approved, in writing, by the

Purchasing Technician and the Contractor. The successful vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by Loudoun Water.

Insurance

The successful firm shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this IFB.

- A. Comprehensive General Liability
 - 1. \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate
 - 2. Comprehensive General Form
 - 3. Extended Business Liability Endorsement
 - 4. Independent Contractors Coverage
 - 5. Products/Completed Operations (to be provided for minimum of 36 months after completion of work)
 - 6. Broad Form Contractual Liability
 - 7. Personal Injury Liability
- B. Comprehensive Automobile Liability
 - 1. \$1,000,000 Combined Single Limits
 - 2. Statutory Uninsured Motorist Coverage
 - 3. Hired and Non-Owned Coverage
 - 4. Motor Carrier Act Endorsement
- C. Worker's Compensation and Employer's Liability
 - 1. Statutory Coverage for Virginia
 - 2. \$1,000,000 Employer's Liability
 - 3. Broad Form All States Endorsement
 - 4. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act
- D. Umbrella Liability
 - 1. Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability

Prior to commencing work under a resultant contract, the successful firm shall furnish Loudoun Water with a Certificate of Insurance naming Loudoun Water as an additional insured. A sixty (60) day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless Loudoun Water, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including

attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

Employees Not To Benefit

As a prerequisite for payment pursuant to the terms of this contract, there shall be furnished to Loudoun Water a statement, that no employee of Loudoun Water, or members of his immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this contract.

Employment Discrimination by Contractors Prohibited

Every contract 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 or disability, 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 over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

Every contract of 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

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 over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purpose 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.

Exemption from Taxes

Loudoun Water is exempt from State and Federal Taxes. Tax Exemption Certificate indicating Loudoun Water's tax exempt status will be furnished by Loudoun Water on request.

Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Purchasing Division and Loudoun Water's General Manager.

Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Technician.

Termination

Subject to the provisions below, the contract may be terminated by Loudoun Water upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of Loudoun Water until said work or services are completed and accepted.

Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of Loudoun Water, without the required sixty (60) days advance written notice, then Loudoun Water shall negotiate reasonable termination costs, if applicable.

Termination for Cause

Termination by Loudoun Water for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

7 Instructions for Preparing and Submitting Bids

Questions and Inquiries

Questions about this IFB should be directed to Bessie Nelson, Purchasing Technician, at 571.291.7700.

Contents of Bids

The following information is to be submitted as part of the Bid. No other material may be attached. The Bid is to be organized into the following categories:

- A. Lump Sum Total Price – Provide a price quote based on the Scope of Services and the Project Requirements as outlined in this IFB.
- B. IFB Attachments – All attachments to this IFB requiring execution by the firm are to be returned with the Bid.
- C. Signatures – All Bids must be signed in ink by the individual or authorized principals of the firm.

Packaging of Bids

- A. Bids are to be returned in a sealed container. Ensure that the container is completely and properly identified. The face of the container shall indicate the IFB number, 2010-008-240, 2:00 p.m., October 7, 2010, Bioretention Soil Mix for Bioretention Pond at Broad Run Water Reclamation Facility.
- B. **Each firm shall submit one (1) original and one (1) copy of their Bid to Loudoun Water as indicated on the cover sheet of this IFB. The original Bid shall be clearly marked.**

Delivery of Bids

- A. Bids may either be mailed to P.O. Box 4000, Ashburn, Virginia, 20146 or hand delivered or shipped to 44865 Loudoun Water Way, Ashburn, Virginia, 20147. They may NOT be emailed.
- B. Bids must be received by Loudoun Water BEFORE due date and time indicated on the cover of this IFB – Thursday, October 7, 2010, 2:00 p.m. (EST). Requests for extensions of this time and date will not be granted. Firms mailing their Bids shall allow for normal mail time to ensure receipt of their Bids by Purchasing prior to the time and date fixed for acceptance of the Bids. Bids or unsolicited amendments to Bids received by Loudoun Water after the acceptance date will not be considered. Bids will be publicly accepted and will be date and time stamped.
- C. Bids will be opened and publicly read aloud at the Loudoun Water Administrative Facility, 44865 Loudoun Water Way, Ashburn, VA 20147, on Thursday, October 7, 2010 at 2:00 pm (EST).

Withdrawal of Bids

- A. Bids may be withdrawn on written request from the vendor at the address shown in the solicitation PRIOR to the time of acceptance.

- B. Negligence on the part of the vendor in preparing the Bid confers no right of withdrawal after the time fixed for the acceptance of the Bids.

Late Bids

LATE Bids will be returned to vendor UNOPENED, if vendor's return address is shown on the container.

Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued to the same distribution list as the original IFB. It is the responsibility of the vendor to ensure that he has received all addendums prior to submitting a Bid.

Proprietary Information

It is the responsibility of each vendor to clearly mark any part of his Bid considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Vendors shall not mark sections of their Bid as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature.

Authority to Bind Firm in Contract

Bids MUST give full firm name and address of vendor. Failure to manually sign Bid may disqualify it. Person signing the Bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

Rights of Loudoun Water

Loudoun Water reserves the right to accept or reject all or any part of any Bid, waive informalities and award the contract to best serve the interest of Loudoun Water.

Prohibition as Subcontractors

No vendor 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.

Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. Loudoun Water reserves the right to determine the responsiveness of any deviation.

Miscellaneous Requirements

- A. All Bids submitted shall be valid for a minimum period of one hundred and twenty (120) calendar days following the date established for acceptance.
- B. Loudoun Water will not be responsible for any expenses incurred by a firm in preparing and submitting a Bid. All Bids shall provide a straight-forward, concise

delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- C. The contents of the Bid submitted by the successful vendor and this IFB will become part of any contract awarded as a result of the Scope of Work contained herein. The successful firm will be expected to sign a contract with Loudoun Water.
- D. Loudoun Water reserves the right to reject any and all Bids by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Loudoun Water. Vendors' whose bids that are not accepted will be notified in writing.

Protest

Vendors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

8 Evaluation of Bids

If Loudoun Water determines, at its sole discretion, to award this contract, Loudoun Water will make award to the responsible firm who submits a responsive bid at the lowest lump sum cost.

9 BID FORM

**Invitation for Bid –
Bioretention Soil Mix for Broad Run Water
Reclamation Facility Bioretention Pond
Thursday, October 7, 2010 at 2:00 p.m. (EDT)**

QUANTITY	PRICE PER TON	LUMP SUM TOTAL PRICE
2,500 Tons	\$	\$

By: _____
(Business name)

(Name and signature of person authorized to sign)

(Title of person authorized to sign)

(Date)

**References
(Must be completed by Vendor)**

Bidders shall provide references on this form. References must be of organizations similar to Loudoun Water with major and minor facilities.

1. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Email Address _____

Phone _____

2. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Email Address _____

Phone _____

3. Firm Name _____

Contact _____

Title _____

Mailing Address _____

Email Address _____

Phone _____

**Invitation for Bid 2010-008-240 –
Bioretention Soil Mix for Broad Run Water Reclamation
Facility Bioretention Pond**

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

Organized under the laws of State of _____

Principal place of business at _____

Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

The Loudoun County Sanitation Authority requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an IFB or RFP issued by Loudoun Water shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II - EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Loudoun County Sanitation Authority, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va Code Ann. Section 2.1-639.2 et. seq., the State and Local Government Conflict of Interests Act. The Vendor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL
RIDER CLAUSE**

**Use of Contract by Members of the:
Northern Virginia Cooperative Purchasing Council and
Metropolitan Washington Council of Governments**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun Water
- Manassas, Virginia

YES NO JURISDICTION

- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Maryland Transit Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Northern Virginia Community College
- OmniRide
- Potomac & Rappahannock Trans. Commission
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

Vendor Name

Date