REQUEST FOR QUOTE

RFQ Number:  2017-001-COM.00003

Wetland Mitigation Credits

Issuance Date:  May 8, 2017

Bid Due Date:  Thursday, May 25, 2017
and Time:  2:00 PM (Eastern Time)

Delivery and Mailing Address:  44865 Loudoun Water Way
Ashburn, VA 20147

Procurement Contact:  Amy Bevins, Procurement Technician
Phone:  571.291.7719
Fax:  571.223.2513
E-mail:  abevins@loudounwater.org

Inquiries:  Questions and inquiries are to be submitted in writing and will be accepted from any and all Bidders. The Procurement Department is the sole point of contact for this solicitation. Unauthorized contact with other Loudoun Water staff regarding the RFQ may result in the disqualification of the Bidder. Inquiries pertaining to the Request for Quote must give the RFQ number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received not later than May 17th, at 2:00 pm. It is the responsibility of all Bidders to ensure that they have received all Addenda. Addenda can be downloaded from www.loudounwater.org. All questions regarding this RFQ should be directed to Procurement through e-mail at procurement@loudounwater.org.

Submittal of Responses:  Loudoun Water only accepts submittal responses by email at procurement@loudounwater.org. Your bid must be received by Loudoun Water before the due date and time. Late responses shall not be accepted. All times listed in the Loudoun Water Solicitation are Eastern Standard Times.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE PROCUREMENT DEPARTMENT AS SOON AS POSSIBLE.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION/TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PURPOSE</td>
<td>1</td>
</tr>
<tr>
<td>2. BACKGROUND INFORMATION</td>
<td>1</td>
</tr>
<tr>
<td>3. SCOPE OF SERVICES</td>
<td>2</td>
</tr>
<tr>
<td>4. BIDDERS MINIMUM QUALIFICATIONS</td>
<td>3</td>
</tr>
<tr>
<td>5. BID PREPARATION AND SUBMISSION INSTRUCTIONS</td>
<td>4</td>
</tr>
<tr>
<td>6. EVALUATION AND AWARD CRITERIA</td>
<td>6</td>
</tr>
<tr>
<td>7. GENERAL TERMS AND CONDITIONS</td>
<td>6</td>
</tr>
<tr>
<td>8. SPECIAL TERMS AND CONDITIONS</td>
<td>13</td>
</tr>
<tr>
<td>9. BID FORM</td>
<td>23</td>
</tr>
<tr>
<td>APPENDIX A.1 - PROPRIETARY INFORMATION</td>
<td>24</td>
</tr>
<tr>
<td>APPENDIX A.2 - BIDDER IDENTIFICATION AND OWNERSHIP DISCLOSURE</td>
<td>25</td>
</tr>
<tr>
<td>APPENDIX A.3 - STATE CORPORATION COMMISSION FORM</td>
<td>26</td>
</tr>
<tr>
<td>APPENDIX A.4 - BID SUBMISSION FORM</td>
<td>27</td>
</tr>
</tbody>
</table>
1. PURPOSE

Loudoun Water invites qualified mitigation bank (Bank) owners and/or their authorized representatives to submit a quote for the purchase or compensatory wetland mitigation credits. The resulting contract shall be awarded to one or more qualified mitigation banks and shall be awarded on a firm fixed price.

The detailed scope of services is described in Section 3 of this RFQ.

For ease of reference, each organization submitting a response to the RFQ will hereinafter be referred to as a “Bidder”. A Bidder whose bid would result in a formal agreement will hereinafter be referred to as “Consultant”, “Contractor” or “Firm”.

This RFQ, with all Addenda, describes the scope and nature of the services the comprehensive cost of service analysis and rate study shall provide to Loudoun Water.

The contents of the bid submitted by the successful Bidder, this RFQ (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Firm will be required to sign a contract with Loudoun Water.

This RFQ, plus the resulting agreement(s), shall be consistent with, and governed by the Virginia Water and Waste Authorities Act (VWWA), the Virginia Public Procurement Act (VPPA), and Loudoun Water’s Procurement Policy.

It is Loudoun Water’s intent that this RFQ permit competition. It shall be the firm’s responsibility to advise the Procurement Department, in writing, at Procurement@loudounwater.org, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by May 17, 2017 at 2:00 p.m.

2. BACKGROUND INFORMATION

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.

Loudoun Water has approximately 66,000 connections serving more than 200,000 people. Its service area is predominantly in eastern Loudoun County, and is
composed of more than 1,800 miles of water and sewer pipelines. Water supply is provided through Loudoun Water's Goose Creek Water Treatment Facility and agreements with 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). This plant 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.

3. SCOPE OF SERVICES

The Loudoun County Sanitation Authority (d/b/a Loudoun Water) is soliciting quotes from qualified wetland mitigation banks for the purchase of 0.03 wetland mitigation credits. The credits will provide compensatory mitigation for proposed permanent impacts to 0.44 acres of preserved upland buffer. The impacts are located within the Potomac River Watershed, Hydraulic Unit Code (HUC) 02070008, and are associated with the construction of the Courtland to Central – Force Main Replacement Project located in central Loudoun County. A summary of the anticipated impacts resulting from the project and required compensation is provided below.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Mitigation Ratio</th>
<th>Impact Area (Acres)</th>
<th>Required Compensation (credits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preserved Upland Buffer</td>
<td>1:15</td>
<td>0.44</td>
<td>0.03</td>
</tr>
<tr>
<td>Total Wetland Mitigation</td>
<td></td>
<td></td>
<td>0.03</td>
</tr>
</tbody>
</table>
4. **BIDDERS MINIMUM QUALIFICATIONS**

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

4.1. Bidders shall be the owners or authorized representative of Banking Instruments under the Code of Virginia. The bank shall be active and operating in compliance with applicable federal and state permits, laws, and regulations and be in good regulatory standing.

4.2. The bank must have within its approved geographic service area the HUC of 02070008, which covers a portion of land within Loudoun County, Virginia, and includes the proposed construction site. A copy of the bank’s Geographic Service Area Map or equivalent must be provided with the bid submission.

4.3. The bank shall have credits released for sale and available for contract purchase at the time of bid submission the required number of credits specified herein. A copy of the bank’s current ledger must be provided with the bid submission, as proof of the number of mitigation credits available and approved for sale by State Regulatory Body.

4.4. The bank shall include with its bid submission the Bank’s typical agreement for credit purchase and sale.

4.5. Purchase shall be for Wetland Credits.

4.6. The Bidder’s offered credits shall remain available for purchase by Loudoun Water for a period of 120 days following bid submission at the quoted price.

4.7. Bidders must furnish along with the bid submission:
   4.7.1. A copy of the bank’s Geographic Services Area Map or equivalent;
   4.7.2. A copy of the current bank ledger.
   4.7.3. The bank’s typical agreement for credit purchase and sale; and
   4.7.4. A statement certifying the availability of credits.

4.8. Loudoun Water anticipates that the purchase order for all required mitigation credits will be issued in May or June 2017. Within seven (7) calendar days after receipt of the purchase order, the Contractor(s) shall provide:
   4.8.1. A written letter of credit availability stating that the type and number of credits have been reserved for use by Loudoun Water.
   4.8.2. The bank’s executed purchase agreement for sale of the credits, the format of which has been pre-approved by Loudoun Water.
   4.8.3. An updated bank ledger or other proof of credit availability acceptable to Loudoun Water; and
   4.8.4. An invoice for the credit purchase.
4.9. Within ten (10) calendar days after receipt of payment for the invoice, the Contractor(s) shall provide Loudoun Water with a Bill of Sale for the type and number of credits purchased and copies of the letters transmitted by the Contractor(s) to State Regulatory Agency the sale and conveyance of the mitigation credits to Loudoun Water.

5. BID PREPARATION AND SUBMISSION INSTRUCTIONS

5.1. Loudoun Water seeks a qualified firm or individual that has the experience, qualifications and qualities to meet the specific project requirements described herein. Quotes should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of this RFQ.

5.2. In order to be considered for selection, Bidders must submit a complete response to this RFQ. Quotes which are substantially incomplete or lack key information may be rejected by Loudoun Water at its discretion.

5.3. By submitting a bid in response to the RFQ, the Bidder represents it has read and understands the RFQ and has familiarized itself with all federal, state and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the resulting contract.

5.4. Packaging Of Quotes

5.4.1. Loudoun Water only accepts submittal responses by mail email at procurement@loudounwater.org. Your bid must be received by Loudoun Water before the due date and time. Late responses shall not be accepted. All times listed in the Loudoun Water Solicitation are Eastern Standard Times. Ensure that the quotes are clearly, completely, and properly identified. The email shall state the title of the RFQ, Wetland Mitigation Credits.

5.5. Delivery of Quotes

5.5.1. Quotes may be received by email at procurement@loudounwater.org.

5.5.2. Quotes must be received by the Procurement Department BEFORE May 25, 2017, 2:00 p.m. (Eastern Time). Requests for extensions of this time and date will not be granted. Quotes or unsolicited amendments to quotes received by Loudoun Water after the acceptance date will not be considered.

5.6. Inclement Weather/Emergency Situation

In the event that Loudoun Water’s Administrative Facility located at 44865 Loudoun Water Way, Ashburn, Virginia is closed due to inclement weather and/or emergency situations on the day the RFQ is due, RFQ’s will be
received the next “opened” business day at the time stated on the RFQ solicitation.

5.7. Questions and Inquiries
Questions and inquiries are to be submitted in writing and will be accepted from any and all Bidders. The Procurement Department is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun Water staff regarding the RFQ may result in the disqualification of the Bidder. Inquiries pertaining to the RFQ must give the RFQ number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **BEFORE May 17, 2017, at 2:00 p.m. (Eastern Time)**. It is the responsibility of all Bidders to ensure that they have received all Addenda. Addenda can be downloaded from www.loudounwater.org. All questions regarding this RFQ should be directed to the Procurement Department, through e-mail at Procurement@loudounwater.org.

5.8. Bid Response Format
The Bidder is required to submit the following items as a complete bid.

The bid is to be organized into the following categories and section tabs:

5.8.1. Business Identification – State name of individual or business, including sub-consultants, address of home and branch offices, nature of the organization (individual partnership, or corporation; private or public; profit or non-profit) and the number of employees. Identify the state in which the bidder is incorporated or chiefly located. Include name, title, and telephone number of person(s) in your organization authorized to negotiate the proposed contract and bind your bidder.

5.8.2. Lump Sum Price – Provide a price quote based on the Scope of Services and the Project Requirements as outlined in this RFQ. Combine the prices on the Bid Form, Section 9.

5.8.3. RFQ Attachments – All attachments to the Request for Quote requiring execution by the firm are to be completed and returned with the bid.

5.8.3.1. Appendices:
5.8.3.1.1. Addenda, if applicable.
5.8.3.1.2. RFQ attachments including; completed RFQ Submission Forms.
5.8.3.1.2.1. APPENDIX A.1 - PROPRIETARY INFORMATION
6. EVALUATION AND AWARD CRITERIA

Loudoun Water will determine, at its sole discretion, to award this contract, award will be made to the responsive bid that is based on consideration of several factors including lowest lump sum cost. Loudoun Water reserves the right to not award this contract.

7. GENERAL TERMS AND CONDITIONS

7.1. Procedures
The extent and character of the services to be performed by the Bidder 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 Procurement Department and the Bidder. The successful Bidder 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.

7.2. Applicable Laws
This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

7.3. Ownership of Designs
All designs, including art, copy, photographs and any other product which is part of the design, resulting from this contract shall become property of Loudoun Water and shall be delivered to Loudoun Water in appropriate printed and digital formats.

7.4. Ethics in Public Contracting
7.4.1. The provisions contained in Sections 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 Loudoun Water.
7.4.2. 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 Interest Act (Section 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Section 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.

7.5. Notice of Required Disability Legislation Compliance


7.5.2. Specifically, Loudoun Water 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 on the basis of disability by public entities. 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.

7.6. 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.

7.7. 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 a contract resulting from this RFQ.
7.8. **Licensure**

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia), the Contractor shall be duly licensed to perform the services required to be delivered pursuant to any resulting agreement. These licenses shall include, but not limited to: Business, Professional and Occupational Licensing (BPOL) and Contractor’s Licenses (if applicable).

7.9. **Exemption from Taxes**

Loudoun Water is exempt from, and will not pay any, federal, state or local taxes which may be applicable to the transactions contemplated by this Agreement, including without limitation any Federal Excise Tax, Transportation Tax or VA Sales and Use Tax.

7.10. **Substitutions**

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Manager of Procurement and Risk and Loudoun Water’s General Manager.

7.11. **Assignment of Contract**

This contract may not be assigned in whole or in part without the written consent of the Manager of Procurement and Risk.

7.12. **Drug-free Workplace**

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

During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder’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 including marijuana is prohibited in the Bidder’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 Bidder that the Bidder 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 Bidder 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 including marijuana during the performance of the contract.
7.13. Withdrawal of Quotes
   7.13.1. Quotes may be withdrawn on written request from the Bidder at the address shown in the solicitation PRIOR to the time of acceptance.
   7.13.2. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal after the time fixed for the acceptance of the quotes.

7.14. Late Quotes
   LATE quotes will be returned to the Bidder.

7.15. 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 RFQ. It is the responsibility of the Bidder to ensure that he or she has received all addenda prior to submitting a bid.

7.16. Proprietary Information
   It is the responsibility of each Bidder to clearly mark any part of his bid considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Bidders 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.

7.17. Authority to Bind Bidder in Contract
   Quotes MUST give full legal name and address of Firm. Failure to manually sign bid may disqualify it. Person signing the bid should show TITLE or AUTHORITY TO BIND SAID FIRM IN A CONTRACT.

7.18. 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.

7.19. Prohibition as Subcontractors
   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.

7.20. 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.

7.21. 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.

7.22. Non-Discrimination
7.22.1. Loudoun Water does not discriminate against faith-based organizations.

7.22.2. During the performance of the Purchase Order, Contractor agrees as follows:
7.22.2.1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
7.22.2.2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
7.22.2.3. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section 8.24.2.2.

7.22.3. Contractor will include the provisions of the foregoing paragraphs 8.24.2.1, 8.24.2.2 and 8.24.2.3 in every subcontract, sub-consulting agreement and Purchase Order over $10,000, in order that the provisions above will be binding upon each subcontractor, sub-consultant and vendor.

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.

7.22.5. A faith-based organization contracting with Loudoun Water (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law.

7.22.6. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, funds provided for expenditure pursuant to contracts with public bodies shall not be spent for religious worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains.

7.22.7. Nothing in this section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or bid or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 et seq.), to employ persons of a particular religion.
7.22.8. Loudoun Water shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to a contract between it and a faith-based organization a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form."

7.23. Antitrust
By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Loudoun Water all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and Loudoun Water, relating to the particular goods or services purchased or acquired by Loudoun Water under said contract.

7.24. Qualifications of Bidders
Loudoun Water may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to furnish the goods and the Bidder shall furnish to Loudoun Water all such information and data for this purpose as may be requested. Loudoun Water reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. Loudoun Water further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy Loudoun Water that such Bidder is properly qualified to carry out the obligations of the contract and to furnish the goods contemplated therein.

7.25. Assignment of Contract
A contract shall not be assignable by the Contractor in whole or in part without the written consent of Loudoun Water.

7.26. Modifications or Changes to this Contract
7.26.1. Change Orders. The Procurement Manager, with the concurrence of Loudoun Water’s signatory to this Contract, shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing
specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

7.26.2. The Contractor need not perform any work described in any change order unless they have received a certification from Loudoun Water that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

7.26.3. The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager required submission of a cost bid prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless Loudoun Water is prejudiced by such delay.

7.26.4. No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

7.27. Default

In case of failure to deliver goods or services in accordance with this RFQ terms and conditions, Loudoun Water, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Loudoun Water may have.

8. SPECIAL TERMS AND CONDITIONS

8.1. Audit

8.1.1. The Bidder agrees that Loudoun Water, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

8.1.2. The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that Loudoun Water or any duly authorized representative shall, until the expiration of five (5) years after final payment under the
subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

8.1.3. The period of access provided in subparagraphs (i) and (ii) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

8.2. Confidentiality & Security

8.2.1. As part of the contract Loudoun Water may provide to successful Bidder documents and data files considered confidential. It is the successful Bidder's responsibility to secure access to these data, all maps, and all products derived thereby, and to treat said documents and data as confidential and may not be copied or distributed without Loudoun Water's prior written permission.

8.2.2. The Contractor shall not copy, display to other parties, or distribute Loudoun Water data, information, reports, or other materials given to, prepared or assembled by the Contractor without the express written permission of Loudoun Water.

8.2.3. The Contractor shall not copy, display to other parties, or distribute Loudoun Water owned programs, proprietary data or information without the express written permission from Loudoun Water.

8.2.4. The Contractor shall use only Loudoun Water approved access technologies for remote access to Loudoun Water networks, servers, and applications. The Contractor shall access Loudoun Water networks, servers, and applications only for business reasons associated with the provision of services to Loudoun Water.

8.2.5. The Contractor shall use hardened passwords for all access related to Loudoun Water networks, servers, and applications. Such passwords shall contain at least eight (8) characters, and shall contain at least one (1) each: alpha character, numeric character, and special character.
8.2.6. Hardware operating system software and applications software provided through this Contract shall be provided with all known security vulnerability patches applied.

8.3. Termination

8.3.1. Termination for Convenience

8.3.1.1. The parties agree that Loudoun Water may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever Loudoun Water's General Manager shall determine that such termination is in the best interest of Loudoun Water.

8.3.1.2. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by Loudoun Water General Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

8.3.1.3. Upon receipt of such Notice, the Contractor shall:

8.3.1.3.1. cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

8.3.1.3.2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

8.3.1.3.3. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

8.3.1.3.4. settle all outstand liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager of Loudoun Water; and

8.3.1.3.5. use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

8.3.1.4. After complying with the provisions of subparagraph 8.4.1, above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of their termination, unless one or more extensions of three (3) months each are granted by the Procurement Manager.

8.3.1.5. The Procurement Manager, with the approval of Loudoun Water’s signatory to this Contract, shall pay
reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered and the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

8.3.1.6. In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Procurement Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

8.3.1.6.1. with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

8.3.1.6.1.1. the cost of work performed or supplies delivered;

8.3.1.6.1.2. the cost of settling and paying any reasonable claims as provided in Paragraph 11 (D)(i)(c)(2), above;

8.3.1.6.1.3. a sum as profit determined by the Procurement Manager to be fair and reasonable.

8.3.1.6.2. With respect to all Contract performance prior to the effective date of Notice of Termination the total sum to be paid under Paragraph 11 (D)(i)(g), above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

8.3.1.7. In the event that the Contractor is not satisfied with any payments which the Procurement Manager shall determine to be due under this clause, the Contractor may appeal any claim to the General Manager in accordance with Section 11(G) of this contract concerning Disputes.
8.3.1.8. When termination for the convenience of Loudoun Water is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from Loudoun Water whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8.3.2. Termination for Failure to Perform Obligations or Default.
8.3.2.1. Failure to Perform Obligations. Either party may terminate this Contract, without further obligation, in the event the other party or its agents or employees have failed to perform any obligation required to be performed under this Contract and such failure is not corrected within thirty (30) days after receipt of written notice advising of such failure from the other party.

8.3.2.2. Default. Each of the following events shall constitute a default by the Contractor for purpose of the Contract (each of which shall entitle Loudoun Water to terminate for default in accordance with this subsection): (a) any bankruptcy proceeding by or against the Contractor or the appointment of a trustee for the benefit of creditors; (b) assignment or subcontracting of all or any part of the Contract without Loudoun Water’s prior written consent. In the event the Contractor does not cure any such default within a period of five (5) business days after receipt of written notice thereof from Loudoun Water, or such longer period as Loudoun Water may authorize in writing, then Loudoun Water may give written notice to the Contractor to terminate the Contract or any part thereof. In the event of termination for default, Loudoun Water shall not be liable to the Contractor for payment of any amount beyond the value of any conforming goods and services shipped or received and accepted by Loudoun Water, less damages suffered by Loudoun Water.

8.3.3. Termination for Non-Appropriation of Funds.
8.3.3.1. If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then
Loudoun Water may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, Loudoun Water shall be liable only for payments due through the date of termination.

8.3.3.2. Loudoun Water agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this resulting Contract was entered into. This provision shall survive any termination of the Contract.

8.4. Indemnification

The Bidder 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 Bidder or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Bidder agrees that this clause shall include claims involving infringement of patent or copyright.

8.5. Contractual Disputes

8.5.1. A Offeror shall give written notice to the Manager of Procurement and Risk of its intent to file a claim for money or other relief within ten (10) calendar days of the occurrence or the beginning of the work upon which the claim is to be based, or when the Contractor has submitted a Proposed Change Order (PCO), within ten (10) calendar days of the rejection of Offeror's PCO.

8.5.2. The written claim shall be submitted to the Manager of Procurement and Risk no later than sixty (60) days after final payment.

8.5.3. The Offeror may not institute a legal action prior to the receipt of the General Manager's final written decision on the claim unless the General Manager fails to render a decision within ninety (90) days of receipt of the appeal. Failure of Loudoun Water to render a decision within the time frames outlined above shall not result in the Offeror being awarded the relief claimed or in any other relief of penalty. The sole remedy for Loudoun Water's failure to render a decision within the time frames above shall be the Contractor's right to institute immediate legal action. A failure of Loudoun Water to render a final decision
within the above time frames shall be deemed a final decision denying the claim by Loudoun Water. The decision of the General Manager shall be final and conclusive unless the contractor appeals by instituting legal proceedings as provided in the Code of Virginia § 2.2-4364.

8.6. State Corporation Commission Identification Number:
Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or 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 or as otherwise required by law is required to include in its bid or bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and Loudoun Water’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

8.7. Invoicing and Payment Method
8.7.1. The firm shall submit periodic invoices (not less frequent than monthly) to include a detailed breakdown of all charges. Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

8.7.2. All such invoices will be paid promptly by Loudoun Water 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 firm shall provide complete cooperation during any such investigation. All invoices shall reference the contract number, **RFQ 2017-001-COM.00003 and Purchase Order Number**, and shall be electronically mailed to finance@loudounwater.org.

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

8.8. Payments to Subcontractors
8.8.1. Within seven days (7) after receipt of amounts paid by Loudoun Water for work performed by a subcontractor under this contract, the Contractor shall either:

8.8.1.1. Pay the Subcontractor for the proportionate share of the total payment received from Loudoun Water attributable to the work performed by the Subcontractor under this contract; or

8.8.1.2. Notify Loudoun Water and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

8.8.2. 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.

8.8.3. 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.

8.8.4. 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 Loudoun Water.

8.9. Delays

If delay is foreseen Contractor shall give thirty (30) days prior written notice to the Procurement Department. Loudoun Water has the right to extend the delivery date if reasons appear, in the sole discretion of Loudoun Water, to be valid. The Contractor must keep Loudoun Water advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Procurement Department to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

8.10. Force Majeure

Neither the Contractor nor Loudoun Water shall be responsible for any delay caused by a contingency beyond their control for a natural events and/or political and special events including, but not limited to, earthquakes, floods, fires, plagues, Acts of God, and other natural disasters, terrorism, riots or civil disturbances; war, whether declared or not; strikes (excluding strikes which are specific to the site or the project company or any of its subcontractors); nuclear or chemical contamination or requirements of governmental agencies other than Loudoun Water.
8.11. Severability  
In the event that any provision shall be adjusted or decreed to be invalid, 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.

8.12. Bid Acceptance Period  
All quotes submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

8.13. Responsibility  
Loudoun Water will not be responsible for any expenses incurred by a Bidder in preparing and submitting a bid. All quotes shall provide a straight forward, concise delineation of the Bidder's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

8.14. Contraction Inclusion  
The contents of the bid submitted by the successful Bidder and this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Bidder will be expected to execute a contract with Loudoun Water.

8.15. Contractor's Project Manager  
8.15.1. The Contractor's designated Project Manager shall not be substituted without written approval by Loudoun Water's Procurement.

8.15.2. Loudoun Water, however, reserves the right to replace any Contractor assigned Project Manager or personnel who are considered unacceptable by Loudoun Water. Replacement personnel must meet or exceed the person(s) expertise assigned under this Agreement.

8.15.3. The Contractor shall further agree to work in good faith to ensure satisfactory turnover and knowledge transfer from one person to the other in the event of Loudoun Water approved personnel changes. The Contractor shall agree not to bill Loudoun Water for duplicate time used for circumstances where the replacement person(s) is being oriented and trained to Loudoun Water's project.

8.16. 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. Loudoun Water may, in writing, require the Contractor to remove any employee from work for reasonable
cause as determined by Loudoun Water. Further, Loudoun Water may, from time to time, make inspections of the work performed under the Contract. Any inspection by Loudoun Water does not relieve the Contractor from any responsibility in meeting the Contract requirements.
9. **BID FORM**

**Request for Quote** -
**Wetland Mitigation Credits**
**May 25, 2017 at 2:00 p.m. (Eastern Time)**

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

The following required services shall be provided in accordance with the Contract terms and conditions contained herein.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY &amp; UNITS</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Wetland Mitigation Credits</td>
<td>0.03 Wetland Mitigation Credits</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*Pending Regulatory Review, Loudoun Water may request additional credits at the documented Unit Price.

By: ____________________________

(Business name)

__________________________________________

(Name and signature of person authorized to sign)

__________________________________________

(Title of person authorized to sign)
OWNERSHIP OF ALL DATA, MATERIALS, AND DOCUMENTATION ORIGINATED AND PREPARED FOR THE OWNER PERSUANT TO THE REQUEST FOR QUOTE SHALL BELONG EXCLUSIVELY TO LOUDOUN WATER AND BE SUBJECT TO PUBLIC INSPECTION IN ACCORDANCE WITH THE VIRGINIA FREEDOM OF INFORMATION ACT. TRADE SECRETS OR PROPRIETARY INFORMATION SUBMITTED BY A BIDDER SHALL NOT BE SUBJECT TO PUBLIC DISCLOSURE UNDER THE VIRGINIA FREEDOM OF INFORMATION ACT, HOWEVER, THE BIDDER MUST INVOCATE THE PROTECTIONS OF SECTION 2.2-4342F OF THE CODE OF VIRGINIA, IN WRITING, EITHER BEFORE OR AT THE TIME THE DATA OR OTHER MATERIAL IS SUBMITTED. THE WRITTEN NOTICE MUST SPECIFICALLY IDENTIFY THE DATA OR MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. THE PROPRIETARY OR TRADE SECRET MATERIAL SUBMITTED MUST BE IDENTIFIED BY SOME DISTINCT METHOD SUCH AS HIGHLIGHTING OR UNDERLINING AND MUST INDICATE ONLY THE SPECIFIC WORDS, FIGURES, OR PARAGRAPHS THAT CONSTITUTE TRADE SECRET OR PROPRIETARY INFORMATION.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Page Number</th>
<th>Reason(s) for Withholding from Disclosure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552(b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552(b)(4); 12 C. F. R 309.5(c)(4).

FIRM NAME: ___________________________ Date ________________

Signature ___________________________ Title ___________________________

Name (Printed) ___________________________
APPENDIX A.2 - BIDDER IDENTIFICATION AND OWNERSHIP DISCLOSURE

RFQ Number: 2017-001-COM.00003
Wetland Mitigation Credits

SECTION I - BIDDER IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company__________________________
Address_____________________________
Contact Person______________________Title________________________
Telephone #_________________________Fax #_______________________
Email_______________________________
Organized under the laws of State of______________________________
Principal place of business at______________________________
Years in Business providing this type of good and/or service ________years _______months
Federal Tax ID Number: ______________________ DUNS Number: ________________

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

Name__________________________ Address______________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Loudoun County Sanitation Authority (Loudoun Water) requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an RFQ 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 Loudoun Water, 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 2.2-3100 et. seq., the State and Local Government Conflict of Interests Act. The Bidder [ ] 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 RFQ and certify that I am authorized to sign for my firm.

Signature__________________________ Date__________________________
Name (Printed)__________________________ Title__________________________
APPENDIX A.3 - STATE CORPORATION COMMISSION FORM
RFQ Number: 2017-001-COM.00003
Wetland Mitigation Credit

Virginia State Corporation Commission (SCC) registration information. The Bidder:

☐ is a corporation or other business 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 need in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidders 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 Bidders current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1 or 757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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 bid (LoudounWater reserves the right to determine in its sole discretion whether to allow such waiver): ☐

FIRM NAME: ___________________________________________

Signature: ___________________________ Date: ________________________

Name: ___________________________ Phone No ________________________

Title: ___________________________

Email: ___________________________ Fax No ________________________
APPENDIX A.4 – BID SUBMISSION FORM
RFQ Number: 2017-001-COM.00003
Wetland Mitigation Credit

THE FIRM OF: ____________________________________________________________

Address: ________________________________________________________________

FEIN: _________________________________________________________________

Hereby agrees to provide the requested services as defined in Request for Bid No. RFQ 2017-001-COM.00003.

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the Bidder to ensure that he/she has received all addenda and include the requested information as noted within this RFQ. Refer to Section 5 for specific bid preparation and submission instructions.

1. SECTION 5.8, Bid Response Format, as outlined within the RFQ
2. Appendices (not included in the page limit):
   A. Addenda, if applicable.
   B. RFQ attachments including; completed RFQ Submission Forms.
      i. APPENDIX A.1 - PROPRIETARY INFORMATION
      ii. APPENDIX A.2 - BIDDER IDENTIFICATION AND OWNERSHIP DISCLOSURE
      iii. APPENDIX A.3 - STATE CORPORATION COMMISSION FORM
      iv. APPENDIX A.4 – BID SUBMISSION FORM

The subject of the email shall indicate the RFQ number, 2017-001-COM.00003; the title of the RFQ, Wetland Mitigation Credits.

Each firm shall submit one (1) electronic copy by email to Procurement@loudounwater.org.

Delivery of Quotes
Quotes are to be emailed to Procurement@loudounwater.org.

Quotes must be received by the Procurement Department BEFORE May 25, 2017, 2:00 p.m. (Eastern Time).

Person to contact regarding this bid: __________________________________________

Title: __________________________________ Phone: ___________________________ Fax: __________________________

E-mail __________________________________________________________

Signature: __________________________________ Date: __________________________

Wetland Mitigation Credits 27 RFQ No. 2017-001-COM.00003