



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

# TASK ORDER CONSTRUCTION SUPPORT SERVICES FOR BUILDINGS AND PARKS

ACCEPTANCE DATE: Prior to 4:00 p.m. "Local Atomic Time" on December 19, 2019

RFP NUMBER: RFQ 117784

ACCEPTANCE PLACE: Department of Finance and Budget  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

### **PLEASE NOTE:**

Solicitation forms may be obtained 24 hours a day by visiting our web site at [www.loudoun.gov/purchasing](http://www.loudoun.gov/purchasing) . If you do not have access to the Internet, call (703) 777-0403, M - F, 9:00 a.m. - 5:00 p.m.

Requests for information related to this Request for Proposal shall be directed to:

Delphine G. Lambert  
Contracting Officer  
(703) 771-5438  
[delphine.lambert@loudoun.gov](mailto:delphine.lambert@loudoun.gov)

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

Issue Date: November 13, 2019

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

REQUEST FOR PROPOSAL

**CONSTRUCTION SUPPORT SERVICES FOR BUILDINGS  
AND PARKS**

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Prepared By: s/Delphine G. Lambert, CPPB Date: November 13, 2019  
Contracting Officer

# CONSTRUCTION SUPPORT SERVICES FOR BUILDINGS AND PARKS

## 1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain construction management services from qualified consultants to establish one or more fixed fee, open-end contracts for construction support services for buildings and parks on an “as needed” basis for a one (1) year base period with four (4) additional option years. The County of Loudoun, Virginia (“County”) seeks to award one (1) or more contracts with a maximum of three (3) contracts. The number of contracts will depend on the number and quality of proposals received.

A County purchase order will be issued for each task prior to the start of work. Consultants will normally be selected on a rotating basis for individual tasks within each service group; however, the County, at its sole discretion, reserves the right to select consultants out of rotation when deemed to be in the best interests of the County.

## 2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent no later than fifteen (15) days prior to the date set for acceptance of proposals.

## 3.0 BACKGROUND INFORMATION

The County has on-going requirements for construction management services to support various construction projects for buildings and parks required to maintain, improve, or expand its facilities and utility infrastructure. The contracts that result from this RFP will be used to provide construction support services for various projects contained in the County's Capital Improvements Program (CIP). The County's CIP can be found on the County's web page [www.loudoun.gov](http://www.loudoun.gov) under the “Departments & Offices” Tab, then the “Management & Budget” Tab. The CIP is normally Volume 2 of the County's Fiscal Plan.

It is the intent of this contract to provide professional consulting services on an as needed basis and to provide construction consulting services on projects when time constraints or other considerations preclude obtaining individual project proposals.

## 4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the services as described herein. **All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.**

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

- 4.1 Any offeror wishing to submit a proposal and be considered for this RFP must demonstrate successful experience providing construction support services as

described in Section 5.0, "Scope of Services/Tasks to be Performed", of this RFP for projects that are comparable to those in the Loudoun County CIP or other local governments. Offerors shall provide examples of four (4) comparable projects with scopes of service similar to Section 5.0 of this RFP, successfully completed within the past five (5) years. Provide a detailed description of the projects including completion date, construction cost, contract cost, services provided and photos. Include the client's contact information. These qualifying projects must have been contracted to the offeror, not sub consultants.

Qualifying projects must be for buildings, recreational facilities, or other non-transportation projects. Reference Paragraph 6.3E.

- 4.2 Offerors shall provide Virginia Department of Conservation and Recreation Certified Erosion and Sediment Control Inspector with a minimum of four (4) years inspection experience. Offerors shall provide with their proposals copies of these certifications for the staff proposed for this work. Reference Paragraph 6.3F.
- 4.3 The Offeror's Construction Manager ("CM") or Project Engineer shall possess a Bachelor of Science in Civil Engineering, Construction Management or other related curricula and six (6) years of experience as a CM or three (3) years of experience as a Project Engineer, as applicable. Reference Paragraph 6.3F.
- 4.4 Offeror's Senior Inspector shall have ten (10) years of experience in the quality assurance of building construction projects and Inspectors shall have three (3) years of experience in the quality assurance of building construction projects. Experiences documenting proficiency in the analysis of general building construction as well as complex mechanical, electrical, and plumbing systems is preferred. Reference Paragraph 6.3F.
- 4.5 The Offeror's Project Scheduler shall be proficient with all current major scheduling software with a proven ability to review and provide reports on baseline schedules, project schedule updates, and time impact analysis. Offeror's proposed staff for this role must have four (4) years of demonstrated experience in this same role. Reference Paragraph 6.3F.
- 4.6 Offeror shall employ, either directly or through a subconsultant, a materials testing and inspection firm to independently inspect and certify certain aspects of a Project in compliance with the County's "Third Party Building Inspection Program." This organization shall have a minimum ten (10) years of experience performing independent inspections and certifications, with all certifications being made by a professional engineer or architect registered in the Commonwealth of Virginia. Reference Paragraph 6.3F.
- 4.7 Offeror shall employ, either directly or through a subconsultant, a building envelope consultant. This individual, or organization shall have a minimum ten (10) years of experience evaluating complex building envelope installations. Reference Paragraph 6.3F.

## 5.0 SCOPE OF SERVICES/TASKS TO BE PERFORMED

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise in all areas identified in the scope of services. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any services outlined below.

### 5.1 General Scope of Services:

- A. A purchase order must be issued for each task prior to the start of work. The purchase order shall constitute the notice to proceed, unless otherwise indicated.
- B. All individuals performing work under this contract must have the appropriate licenses, certifications, or credentials that prove competence in tasks being performed.
- C. All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including State Health Department, Virginia USBC, Virginia Occupational Safety and Health Agency (VOSHA) and OSHA rules and regulations.
- D. The services to be provided under this contract shall include, but not be limited to, the following:
  - 1. Evaluations, investigations, analysis, recommendations, cost and time estimates, reports, studies, designs, preparation of documents (including drawings in latest AutoCAD version and specifications), field inspections, material testing, and investigation.
  - 2. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; preparation for and participation in briefings and presentations to staff groups, citizen groups, the County Board of Supervisors and federal or state agencies; processing of invoices for services; timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.
  - 3. Coordination with other County contractors.
  - 4. Other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by the County.
- E. A Scope of Work will be developed by the County Project Manager for each task order under this contract. See Section 8.25 for additional details on scope of work development.
  - 1. The level of supervision, quality assurance, and staff assigned by the Consultant to an individual task order will be clearly defined in the Scope of Work.

2. Project documentation requirements to include report type and content; content of engineering drawings, and the need for a professional engineer's stamp will be identified in the Scope of Work.
  3. A Project Manager shall be assigned to each task order by the Consultant to provide consultation, engineering, and management services. The Consultant's Project Manager will be responsible for staffing the work and the review of reports for accuracy and completeness prior to submission to the County. The Consultant's Project Manager shall have the final responsibility for quality control.
- F. The County will require Consultants awarded contracts as a result of this RFP to use e-Builder Construction Program Management Software. The County will purchase the licenses for the Consultant's use and will provide training for the Consultant to ensure proficiency as recommended by e-Builder. The licenses and training will be provided to the Consultant at no cost. Further training for lacking proficiency will be the responsibility of the Consultant.
- The Consultant will be required to use e-Builder software for all project management documentation and correspondence.

5.2 Fee/rate Schedule: Hourly rates established under this contract shall include:

- A. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals, and other expenses deemed typical in the conduct of business.
- B. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, and all overhead and incidental costs.

5.3 Construction Support Services for Buildings and Parks:

Construction support services will include but not be limited to:

- A. Comprehensive Construction Management Services, Quality Assurance, Quality Control, Constructability and Contract reviews for Capital Improvement and other projects. Reviews may include all engineering disciplines.
- B. Construction contract claims review and evaluation with recommendations for resolution on Capital Improvement, renovation, and other projects.
- C. Critical Path Method and Construction schedule analysis, evaluation, and recommendations for Capital Improvement, renovation, and other projects.
- D. Independent design and Value Engineering reviews of plans and designs at 35%, 75%, 95%, and 100% for Capital Improvement, renovation, and other projects. Reviews may include all engineering disciplines.
- E. Preparation of periodic and final reports of major milestone events, status of contracts, status of contractor claims, and recommended resolution of claims on Capital Improvement, renovation, and other projects.

- F. Field observation and inspection during construction on Capital Improvement, renovation, and other projects. Submit detailed reports of findings and observations, etc.
- G. Material testing and inspection of soils, concrete, structural elements, envelope, and/or other items as requested.
- H. Other construction support services or construction management services as may be required that are consistent with the scope of this RFP.
- I. Cost estimating services:
  - 1. Preparation of budget estimates for Capital Improvement, Capital Asset Replacement, Rehabilitation and other projects.
  - 2. Preparation of independent construction estimates on Capital Improvement, Capital Asset Replacement, and other projects.
  - 3. Additional cost estimating services as directed in compliance with specific contract type, i.e., Unit Cost vs. Lump Sum, Hybrids, etc.

5.4. Consultant Selection for Each Task Order

The County may award an individual Task Order to any Consultant awarded a contract. Selection of the Consultant and award of the Task Order will be in compliance with the following criteria:

- A. Rotational selection among all consultants, unless otherwise determined by the County.
- B. Type of project, as it relates to the consultant's experience.
- C. Size of project, as it relates to the County's independent cost estimate.
- D. Balancing of work load (Task Order dollar volume and consultants backlog) among consultants.
- E. Evaluation of past and current performance on Task Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- F. Consultant's responsiveness to the County on Task Orders.

**6. EVALUATION OF PROPOSALS & SELECTION PROCEDURES**

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include representatives from the Department of Transportation and Capital Infrastructure (DTCI).

## 6.2 Schedule

The following schedule is **tentative**. The number of proposals received will determine actual schedule.

Proposals Due	December 19, 2019
Shortlist Announcement	February 14, 2020
Interviews	March 4, 2020
Final Ranking Announcement	March 10, 2020

## 6.3 Proposal Content

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

- *Do not include cost information in your proposal. This information will be requested from the short listed firms only.*
- Do not include proposed modifications to the terms and conditions contained in this RFP, in your proposal.
- *Proposals should be tabbed and use doubled sided print.*

A. Proposal Form (Page 35 & 36)

B. Documents: Include required documents but not limited to:

- Proof of Authority to Transact Business Form (Page 37)
- W-9 form
- Insurance certificate
- All addenda issued by the County
- "How did you Hear" form (Page 38).

C. Table of Contents

D. Transmittal letter on the Offeror's letterhead that:

- Identifies the name of the Offeror's firm submitting the proposal, main office address, and identify whether the Offeror is or will be structured as a Corporation, Limited Liability Company, General Partnership, Joint Venture, Limited Partnership, or other form of organization.
- Provides an overview of the Offeror's experience in the discipline areas identified in Section 5.0. This letter should also include an overview of each discipline and area and the expertise of any sub consultants included on the Offeror's team.

E. Management Skills and Technical Expertise

This is the Offeror's Minimum Qualifications Response to Section 4.1.

1. Comparable Projects. Include as a minimum:

Describe in detail (maximum of one (1) page per project, with a second page of graphics) four (4) comparable projects for which your firm

provided construction support services with a Scope of Services similar to Section 5.0 of this RFP for projects of comparable scope to the projects in the County CIP. These projects must have been successfully completed within the past five (5) years for a Local Government.

The narrative shall include a detailed description of the project including completion date, construction cost, contract cost; services provided and discuss how your firm met the owner's or client's operational objectives. Include owner or client contact information.

Comparable projects should include construction support services for buildings, recreational facilities, or other non-transportation projects. similar to those found in the Loudoun CIP. The Loudoun County CIP is a component of each fiscal year Adopted Fiscal Plan. The adopted Loudoun County Fiscal plan can be found at [www.loudoun.gov](http://www.loudoun.gov), under the Government Tab, then the Budget Tab.

2. References: all offerors shall include with their proposal a minimum of three (3) current references. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
3. Provide a list of previous projects or contracts, in addition to those previously provided, requiring services similar to those in Section 5.0 of this RFP. The purpose of this list is to determine depth of experience. Include a very brief project or contract description, project cost, and owner's or client's contact information.
4. Awards and letters of commendation received.

F. Credentials of Individual Members of the Proposed Project Team

Credentials of the project team, including: Offeror and subconsultants' portfolio of related projects and a history of the proposed team working together on past projects. The entire project team will be evaluated. Clearly identify the people who will be involved, what they will do, and their specific experience in that role. Be precise about the division of responsibility among member firms.

Include as a minimum:

1. Provide an organizational chart or staffing plan showing the "chain of command" of the proposed project team, including individuals responsible for pertinent disciplines, proposed on the Offeror's team. Identify major functions to be performed and their reporting relationships in managing the Project. Identify all subconsultants on the organization chart.

2. Resumes and Project Portfolio for the following critical positions:

- Construction Manager
- Project Cost Estimator
- Project Scheduler
- Senior Inspector
- Erosion and Sediment Control Inspector

Resumes must meet the Minimum Qualifications established in Section 4.0 of this RFP and demonstrate extensive experience in the relevant Capital Program Managements skills identified in the scope of services contained in Section 5.0 and the strategic business objectives contained in Section 1.0 of this RFP. Resumes must clearly identify education, certification, and licenses. Copies of certifications and licenses are to be included as appendices to the Offeror's Proposal.

Project Portfolio: A written description of three (3) projects completed within the past ten (10) years that demonstrate considerable experience in the Capital Program Managements skills contained in Section 5.0, and the strategic business objectives contained in Section 1.0 of this RFP. Project Portfolio is a list of projects, separate from the resume, with more detailed project descriptions. The resume and project portfolio may contain the same projects.

3. Resumes of key team members (in addition to those listed above) that include recent relevant experience with the requirements contained in Section 5.0, Scope of Services of this RFP, education, licenses, and certifications. Offerors shall determine the key team members.
4. Identify proposed project team's previous experience working together as a team to include a list of previous projects with proposed sub-consultants.
5. Provide the resumes of key subconsultant team members and a portfolio of projects that demonstrate considerable experience in the relevant Capital Program Management Skills contained in Section 5.0, Scope of Services of this RFP, for each subconsultant identified in the Offeror's Organization Chart. Resumes and portfolio of projects should focus on the subconsultant's specialty and must include:
  - Material Testing and Inspection Consultant
  - Building Envelop Consultant

G. Demonstrated understanding of tasks and requirements as depicted in the request for proposal.

1. Provide a statement of key issues and challenges in managing projects under task order contracts and describe your understanding of the task order process depicted in this request for proposal and the Consultant's responsibilities.

2. Provide a detailed description of the Offeror's understanding of the scope of work that would be needed for each of the tasks contained within each area contained in Section 5.3. Include an explanation of technical approaches and a general outline of a program for executing the requirements of that scope.
3. Identify primary work location (City/town and State) of all team members identified in the proposal.
4. Acknowledgement and understanding of required response times as set forth in Section 8.25 of this RFP

H. Quality Control/Quality Assurance (QA/QC)

The offeror must present a description of their strategy and methodology in implementing and maintaining a Quality Assurance and Quality Control plan. This description should include detailed information concerning how data, plans, correspondence, and other submittals are checked for accuracy and what measures the offeror has in place to continuously maintain a high level of QA/QC throughout a project and throughout the length of this contract.

I. Overall quality and completeness of the proposal

Proposals will be reviewed for:

- Completeness
- Attention to detail
- Clarity
- Organization
- Appearance

J. Additional Documents: Include requested documents such as but not limited to: W-9, insurance certificate and the "How did you Hear" form on Page 38.

#### 6.4 Evaluation Process

The PAG will review, and evaluate each proposal and selection will be made for each service group on the basis of the criteria listed below:

- A. Management skills and technical expertise **(30 points)**
- B. Credentials of project team **(30 points)**
- C. Understanding of Task **(20 Points)**
- D. Capability for timely response **(15 points)**
- E. Overall quality and completeness of proposal **(5 points)**

Once the PAG has read and evaluated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the PAG will conduct interviews and have discussions with only the short-listed firms.

## 6.5 Negotiations with the Top Ranked Offerors.

- A. After the interviews and discussions are completed, the PAG will finalize the rankings and select the top ranked firms, the Notice of Final Ranking.
- B. Final negotiations with the top ranked offerors will begin with terms and conditions.

The Agreement for Service (“Contract” or “Agreement”) with the successful offeror will contain the terms and Conditions from Section 8.0 of the RFP. If the Top Ranked Offeror intends to take exception to these Terms and Conditions or propose additional or alternative language, they must:

- (1) Identify with specificity the Terms and Conditions to which they take exception to or seek to amend or replace and provide their additional or alternate terms and conditions to the County within five (5) business days after being notified by of being the Top Ranked Offeror, the Notice of Final Ranking;
  - (2) Failure to both identify with specificity those terms and conditions the Top Ranked Offeror takes exception to or seeks to amend or replace as well as to provide Offeror’s additional or alternate terms and conditions may result in termination of negotiations.
  - (3) While the County may accept additional or different language if so provided during negotiations, the Terms and Conditions marked with an asterisk (\*) in Section 8.0 of the RFP, are mandatory and non-negotiable.
- C. Final negotiations with the top ranked offerors for a binding fee/rate schedule.

The County **IS NOT** requesting cost proposals at the present time. The County will request a cost proposal under separate cover from the top ranked offeror(s) at a later date. The specific cost proposal format will be provided to the top-rated offeror(s) at the time the request is made. The County reserves the right to require that cost proposals be submitted by a specified deadline. The County may reject any cost proposals that are submitted after the designated date and time.
- D. If a contract containing both terms and conditions acceptable to the County and rates considered fair and reasonable by the County cannot be negotiated, negotiations shall be terminated and negotiations will be conducted with the next-ranked offeror, and so on. The PAG will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the resulting contract award. The rankings shall remain confidential until after the Contract award.

## 7.0 INSTRUCTIONS TO OFFERORS

### 7.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the contractual obligations.

- B. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- C. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- D. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- E. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of the RFP. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- F. Proposals may be submitted via one of the following options: US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to the Division of Procurement, 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail should allow at least an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution.
- G. Each offeror shall submit one (1) original and five (5) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP. Additionally, it is requested that **one (1) copy of the proposal (in pdf format) be provided in a USB drive format**. The Offeror must include a notarized statement that the USB drive is a true copy of the printed version.

## 7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an addendum provided, however, that all questions are received **by 5:00 p.m. December 6, 2019**. It is the responsibility of all offerors to ensure that they have received all addendums and to include signed copies with their proposal. Addenda can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

### 7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addenda prior to submitting a proposal. Addenda can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

### 7.4 Proprietary Information

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

### 7.5 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

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

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

### 7.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of one hundred and eighty (180) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

### 7.7 County Furnished Support/Items

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

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the offeror to complete its task.

7.8 Subconsultants

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

7.9 Quantities

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

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

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

7.10 Late Proposals

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

7.11 Rights of County

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

7.12 Prohibition as Subconsultants

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

7.13 Deviations from Scope of Services

If there is any deviation from that prescribed in the Scope of Services, that deviation shall be clearly identified on the offeror's proposal. The County reserves the right to determine the responsiveness of any deviation.

#### 7.14 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov](http://www.loudoun.gov)) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

#### 7.15 Protest

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

#### 7.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

#### 7.17 Debarment

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

#### 7.18 Proof of Authority to Transact Business in Virginia

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

Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.19 W-9 Form Required

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

7.20 Insurance Coverage

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

7.21 Legal Action

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

7.22 Certification by Consultant as to Felony Convictions

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

## 8.0 TERMS AND CONDITIONS

**While the County may accept additional or different language if so provided during negotiations, the Terms and Conditions marked with an asterisk (\*) are mandatory and non-negotiable.**

8.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director of the Department of Planning and Zoning and their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director of the Department of Planning and Zoning and their authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Consultant.

8.2 Quantities

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

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

### 8.3 Term

- A. The Agreement initial term shall cover the period from June 1, 2020 through May 31, 2021, or an equivalent period depending on the date of Agreement award.
- B. This Agreement may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months.
- C. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy (unadjusted for seasonal changes) for the current twelve (12) month period. In no circumstances shall any increase exceed four percent (4%) per year.

### 8.4 Delay and Delivery Failures

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

### 8.5 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Open-End Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.

#### 8.6 Business, Professional, and Occupational License Requirement

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

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

#### 8.7 Payment of Taxes

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

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

#### 8.8 Insurance

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

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

1. Workers' Compensation:

Coverage A: Statutory

Coverage B: \$100,000

2. General Liability:

Per Occurrence: \$1,000,000

Personal/Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Products/Completed Operations: \$2,000,000

Fire Damage Legal Liability: \$100,000

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

3. Automobile Liability:

Combined Single Limit: \$1,000,000

4. Professional Liability

Per Claim: \$1,000,000

General Aggregate: \$1,000,000

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

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

2. Liability Insurance "Claims Made" basis:

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

- a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional

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

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

7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 8.10.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 8.9 Hold Harmless

The Consultant shall indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

#### 8.10 Safety

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

8.11 Notice of Required Disability Legislation Compliance \*

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

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

8.12 Ethics in Public Contracting \*

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

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

8.13 Employment Discrimination by Consultants Prohibited \*

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

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

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant 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 Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

8.14 Drug-free Workplace \*

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

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant 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 subconsultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant 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.

8.15 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

8.16 Immigration Reform and Control Act of 1986 \*

By entering this Contract, the Consultant 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.

8.17 Exemption from Taxes \*

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

#### 8.18 Ordering, Invoicing and Payment

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

The Consultant shall submit invoices, in duplicate, on a monthly basis, such statement to include a detailed breakdown of all charges for that monthly period. Invoices shall be based upon completion of tasks and deliverables.

All invoices shall be forwarded to the following address:

County of Loudoun, Virginia  
Department of Transportation & Capital Infrastructure  
Attn: Project Manager  
101 Blue Seal Drive SE, Suite 102  
PO Box 7500  
Leesburg, VA 20177-7500

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

Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the "Proposal Form".

#### 8.19 Payments to Subconsultants \*

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

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

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

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

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

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

#### 8.20 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or subconsultant, unless the County agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the County in its reasonable discretion.

#### 8.21 Assignment \*

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

#### 8.22 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) 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 the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

##### A. Termination for Convenience

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

##### B. Termination for Cause

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

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

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

#### 8.23 Contractual Disputes \*

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

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

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

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

#### 8.24 Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

#### 8.25 Cost Proposals/Response Time

- A. The County will notify the Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will then schedule a meeting with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative describing work to be performed and all non-labor related costs. All costs to complete the task must be identified in the cost proposal including those costs typically considered to be "reimbursable". No project costs are to be left out of the task order cost proposal. After review, negotiations and acceptance of the proposal, the County will issue a purchase order to perform the work. The proposals shall be prepared at no cost to the County. Subconsultant mark-ups shall not exceed ten percent (10%).

The Consultants lump sum cost proposal shall contain a method to manage partial payments of the lump sum cost based on the completion of deliverables identified in the task order scope of work.

The Consultants lump sum cost proposal shall include a detailed schedule that clearly identifies subtasks, with durations and the total duration for the completion for the task order scope of services in calendar days.

When the scope of services involves work of such nature that the Consultant cannot reasonably estimate the time which would be required to provide the

services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require supporting its billing request.

- B. For services required by the County that are not specifically identified in the Contract Labor Categories but covered under the Scope of Services, the Consultant shall submit to the County project manager, in the task order cost proposal, detailed costs for these services and tests. Any additional labor categories and fixed hourly rates developed apply only to the specific task order unless added to the contract by amendment.
- C. Emergency Response: In the event of a catastrophic event or other condition where the County Administrator has declared an emergency and there exists a need to use professional engineering services to assist in resolving the emergency, the Consultant shall respond within two (2) hours of notification.
- D. Travel expenses, not including to and from the job site, must be included in the task order cost proposal if required and will be based upon the current Loudoun County per diem rates.

#### 8.26 Ownership of Documents

Any reports, specifications, blueprints, negatives, or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of the County. Documents and materials developed by the Consultant under the Contract shall be the property of the County; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. the County agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

#### 8.27 Submissions

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the County's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County's Project Manager.

8.28 Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.29 Severability \*

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

8.30 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of law provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, in the U.S. District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

8.31 Notices

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

**TO CONSULTANT:**

**TBD**

**TO COUNTY:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Delphine G. Lambert  
PO Box 7000  
1 Harrison Street SE  
Leesburg, VA 20175

Via delivery method (a) or (b)  
1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**Or**

Via delivery method (c)  
P.O. Box 7000  
Leesburg, VA 20175

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

8.32 Licensure

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

8.33 Authority to Transact Business in Virginia \*

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

8.34 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

8.35 No Smoking

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

8.36 Confidentiality

A. Consultant Confidentiality

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

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

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

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

#### B. County Confidentiality

The County understands that certain information provided by the Consultant during the performance of this Agreement may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

#### 8.37 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subconsultants or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing

that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Consultant has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Consultant due to an event of force majeure.

#### 8.38 Survival of Terms

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

#### 8.39 Non-Waiver

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

#### 8.40 Audits:

- A. The Consultant shall maintain books, records and documents of all costs and data in support of the services provided. Loudoun County or its authorized representative shall have the right to audit the books, records and documents of the Consultant under the following conditions:
  - 1. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - 2. In the event of a disagreement between the Consultant and the County on the amount due the Consultant under the terms of this contract.
  - 3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Consultant's efficiency or effectiveness under this contract; and,
  - 4. If it becomes necessary to determine the County's rights and the Consultant's obligations under the contract or to ascertain facts relative to any claim against the Consultant that may result in a charge against the County.
- B. These provisions for an audit shall give Loudoun County unlimited access during normal working hours to the Consultant's books and records under the conditions stated above.

- C. Unless otherwise provided by applicable statute, the consultant, from the effective date of final payment or termination hereunder, shall preserve and make available to Loudoun County for a period of three (3) years thereafter, at all reasonable times at the office of the Consultant but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- D. Loudoun County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Consultant shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subconsultants in their subcontracts, for any portion of the work.
- E. Should the Consultant fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Loudoun County's rights hereunder, the Consultant shall be liable to Loudoun County for all reasonable costs, expenses and attorney's fees which Loudoun County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Loudoun County from said persons under this clause. Such audit may be conducted by Loudoun County or its authorized representative.

8.41 Standard of Care, Inspection, Employee Conduct

- A. All work under this Agreement shall adhere to the professional standard of care. In the event the Consultant provides services that do not conform to the Contract Documents, the Consultant will re-perform such services at no additional cost to the County. The Consultant will be given an opportunity to correct the deficiencies in work. If the deficiency persists beyond thirty (30) days, the County may exercise its rights to terminate the Agreement pursuant to Section 8.22 of this RFP; provided, however, that if the Consultant is diligently pursuing a correction, the County may extend the time for the Consultant to cure the deficiency.

Additionally, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Consultant of any responsibility in meeting the Contract requirements, and shall not constitute approval or acceptance of any work or deliverable.

- B. The Consultant and its employees shall be professional and courteous at all times. The County reserves the right to require the Consultant to remove any Consultant employee from County service who the County deems unfit for service for any reason, not contrary to law. The County will provide written notice to the Consultant identifying the employee(s) to be removed and the date by which they must be removed from the project. The Consultant shall provide an approved replacement within thirty (30) days after such notice. This right is non-negotiable and the Consultant agrees to this condition by accepting the resulting Agreement. The parties agree to work in good faith to address impacts to the project schedule as a result of the removal of project personnel.

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



Loudoun County, Virginia

Department of Finance and Procurement  
One Harrison Street, SE, 4th Floor  
Leesburg, Virginia 20175

## CONSTRUCTION SUPPORT SERVICES FOR BUILDINGS AND PARKS PROPOSAL FORM

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

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

FEIN: \_\_\_\_\_

Hereby proposes to provide the requested services as defined in Request for Proposal RFQ 117784

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

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

ITEM:

INCLUDED: (X)

- |   |       |
|---|-------|
| 1. W-9 Form:                                      | _____ |
| 2. Certificate of Insurance:                      | _____ |
| 3. Addenda, if any (if waived as an informality): | _____ |

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

- |  |                             |
|--|-----------------------------|
| 1. Addenda, if any:  | _____                       |
| 2. Payment Terms:  | _____ net 30 or _____ Other |
| 3. "Proof of Authority to Transact Business<br>in Virginia" Form:                  | _____                       |
| 4. One (1) original and five (5) copies of proposal                                | _____                       |
| 5. One (1) electronic copy on USB Flash drive                                      | _____                       |
| 6. Notarized statement that the USB drive is a<br>true copy of the printed version | _____                       |

**Note:** Fees are not to be included with this proposal. The County will negotiate with the highest ranked offerors to establish fixed rates.

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

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

Email: \_\_\_\_\_

Name and title of person authorized to bind the offeror (7.5):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and that your firm is not currently debarred by a local or state government or the Federal Government.*



## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Finance and Procurement

Division of Procurement

1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

A. \_\_\_\_\_ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

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

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

\_\_\_\_\_  
Date

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

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

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

RFQ 117784

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

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

☐ Other \_\_\_\_\_

### SERVICE RESPONSE CARD

RFQ 117784

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
PO Box 7000 • Leesburg, VA 20177**