



Loudoun County, Virginia

---

## REQUEST FOR PROPOSAL

### **ISOLATION AND QUARANTINE PROGRAM**

ACCEPTANCE DATE: Prior to 4:00 p.m., August 31, 2021 "Atomic" Time

RFP NUMBER: RFQ 424782

ACCEPTANCE  
PLACE: Department of Finance and Procurement  
Division of Procurement  
One Harrison Street, SE  
Leesburg, Virginia 20175

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

Cheryl L. Middleton, CPPB, NIGP-CPP

Assistant Director/Purchasing Agent

(703) 737-8998

(703) 771-5097 (Fax)

E-mail address: [cheryl.middleton@loudoun.gov](mailto:cheryl.middleton@loudoun.gov)

This document can be downloaded from our web site:

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

Issue Date: July 29, 2021

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

### ISOLATION AND QUARANTINE PROGRAM

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE .....	3
2.0 COMPETITION INTENDED .....	3
3.0 BACKGROUND INFORMATION .....	3
4.0 OFFEROR'S MINIMUM QUALIFICATIONS .....	5
5.0 SCOPE OF SERVICES .....	5
6.0 TERMS AND CONDITIONS .....	8
7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS .....	22
8.0 PROPOSAL SUBMISSION FORMAT .....	22
9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS .....	24
10.0 SIGNATURE PAGE AND OTHER FORMS TO BE COMPLETED .....	ERROR!
BOOKMARK NOT DEFINED.	

Prepared By: s/Cheryl L. Middleton, CPPB, NIGP-CPP Date: 7/29/21  
Assistant Director/Purchasing Agent

# **ISOLATION AND QUARANTINE PROGRAM**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain proposals from hotels located in Loudoun County, Virginia that can provide temporary, short term accommodations to individuals, both residents and those traveling through Dulles International Airport, who are unable to safely isolate or quarantine due to exposure to COVID-19 ("I/Q").

The County is interested in contracting with one (1) hotel that will guarantee a block of rooms for the duration of the resulting contract. The County intends to award a one (1) year contract with up to one (1) additional one (1) year period.

The County will be using American Rescue Plan Act ("ARPA) funds to pay for this service. As such, compliance with additional federal terms and conditions is required.

## **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 not later than fifteen (15) days prior to the date set for acceptance of proposals.

## **3.0 BACKGROUND INFORMATION**

Loudoun County's Department of Family Services ("DFS") administers a wide variety of program and services to include: Assisting eligible families with child care and adoption services; coordinating programs to help older residents with shopping, transportation, and housework; investigating cases of abuse and neglect; offering community employment and training services; overseeing the County's Youth Shelter; providing foster care for children placed by the court or through official entrustment agreements; providing nutritional and financial assistance to low-income families; and providing services to help residents in need to become self-sufficient members of their communities. All services are delivered under state and federal mandates or under local initiatives. Such initiatives seek to improve family stability, increase self-sufficiency and reduce the need for more expensive alternatives or additional government assistance.

During the COVID-19 pandemic, DFS, specifically the Adult and Aging Services Program ("A&A") partnered with the County's Emergency Operations Center ("EOC") and worked to support individuals who needed assistance with isolation or quarantine. Through the work of the EOC and A&A staff, the need for increased support to households experiencing COVID-19 exposure and illness was identified. The Department of Finance and Budget ("DFB"), DFS, and the Health

Department have been fulfilling an integral role at the EOC in supporting the County's response to the needs of those testing positive for, or exposed to, COVID-19. The main component of this initiative is to support the residents who have been impacted by COVID-19 and need to safely isolate or quarantine.

The Isolation & Quarantine Program ("I/Q Program") was initiated in September of 2020. The objective of this programs is to ensure that an appropriate and secure plan is in place should the need arise to: (1) provide placement for a resident who needs to isolate or quarantine and is unable to do so safely in their current residence and (2) assist a resident who needs to safely isolate but cannot do so without financial assistance. The strategic planning and case management surrounding this effort allows for the health and safety needs of residents to be successfully met during the COVID-19 pandemic.

According to the Metropolitan Washington Airports Authority, there is no planned end date to COVID-19 testing at Dulles International Airport ("IAD"). Therefore, it is more likely than not travelers will require assistance with isolation due to positive COVID-19 results, as there will be continuous testing at IAD for the foreseeable future. The County is required to provide temporary housing for international travelers who test positive for COVID-19 upon arrival to IAD.

A&A provides secure placements for all residents needing to safely isolate or quarantine due to COVID-19. A&D provides full case management support to those residents participating in the I/Q program and/or Safety Net Program.

The chart below reflects the total number of referrals to the I/Q Program since September 17, 2020. There has been a total of thirteen (13) referrals to date with the minimum stay of one (1) day and the maximum stay of eighteen (18) days in isolation. Please note, the most recent referrals in May have all been travelers from IAD.

Program Start Date: September 10, 2020

IQ Referral Date	Number of Clients	IQ Discharge Date	Duration of IQ Placement
9/17/21	2	9/29/21	12 days
12/21/21	1	12/24/21	3 days
12/23/21	1	12/31/21	8 days
1/4/21	1	1/8/21	4 days
1/27/21	1	2/7/21	11 days
1/27/21	1	2/7/21	11 days
2/3/21	1	2/4/21	1 days
3/4/21	1	3/13/21	9 days
5/9/21	1	5/19/21	10 days
5/19/21	1	6/1/21	13 days
5/28/21	2	6/15/21	18 days

## 4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and 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-responsible and rejected.

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

- 4.1 Hotels must be located within the geographical boundaries of Loudoun County, Virginia. Offerors must provide the address of the hotel(s) with their proposal submission.
- 4.2 Offerors must be able to provide breakfast, lunch, and dinner. Offerors must provide a statement that confirms the ability to provide these meals.

## 5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

### 5.1. Contractor ( or "Hotel") Responsibilities:

- 5.1.1 The Hotel shall provide a block of ten (10) rooms/units to be occupied by County clients as part of the I/Q Program.
- 5.1.2 Rooms will be occupied by individuals and/or families that are approved in advance by the County to participate in the I/Q Program ("County Guests").
- 5.1.3 All rooms will be available within twenty-four (24) hours of the Effective Date of this Agreement.
- 5.1.4 The Hotel shall support check-ins twenty-four (24) hours a day, seven (7) days a week.
- 5.1.5 The Hotel shall ensure that each unit is equipped with the following (at a minimum): a mini-fridge, one queen sized bed, shower/bath, toilet, television, WiFi access and a separate heating/ventilation/air conditioning (PTAC or VTAC) system. In the event that any of these

items are out of order, the Contractor will make reasonable effort to repair or replace the item(s) in the normal course of business. The County understands that public spaces, such as lobby, meeting room and public restroom, and private spaces, such as pool, fitness center, laundry room and all back of house areas shall not be made available to County Guests participating in the IQ Program.

- 5.1.6 Hotel will provide toiletry bag for each unit upon check-in. The toiletry bag should include the following, at a minimum: shampoo, conditioner, soap, toothbrush, toothpaste, mouthwash and lotion.

Toiletries will be replenished upon request from County Guests and as necessary based upon the length of the stay at no additional cost to the County or the County Guests.

- 5.1.7 The Hotel shall provide trash service for each occupied room as long as the County guest places the secured trash bag outside of the door two times per week.

- 5.1.8 Linens shall be replaced at least one time per week. County Guests will be provided bags by the Hotel to place used linens outside of the door and the Hotel will leave clean linens outside of the door for County Guest use. The parties will coordinate which days will be designated for trash pickup and linen change.

- 5.1.9 Except for amenities/services expressly stated in this Agreement, the County shall in no event agree to pay for any pay-per-view movies, alcohol, tobacco, or any other amenities/services provided by the Hotel to County Guests (the "Restricted Amenities").

- 5.1.10 Pursuant to COVID-19 related social distancing guidelines from federal, state and local governments, room service and in room cleaning shall not be provided by the Contractor for any unit occupied by County Guests.

- 5.1.11 The Hotel shall provide breakfast, lunch, and dinner to each County Guest. Meals shall be delivered by Hotel staff to rooms occupied by County Guests. Hotel staff shall deliver meals by placing food in pre-packaged trays or bags outside of rooms occupied by County Guests.

The County will notify the Hotel of a pending I/Q placement. If the I/Q placement is made after 1:00 p.m. lunch will not be provided to the client. The client will be expected to discharge by 11:00 a.m. on the designated date and will be provided with breakfast only on that

day. Breakfast, lunch, and dinner will be provided as scheduled by the hotel on all other days of the IQ placement.

5.1.12 Upon checkout of a unit occupied by a County Guest, the Hotel shall ensure the room is thoroughly cleaned and disinfected pursuant to CDC guidelines and best practices. Rooms shall be cleaned, disinfected and ready for occupancy by other County Guests within 24 hours after the room was vacated by the previous County Guest.

5.1.13 The County will advise all County Guests that they must maintain strict compliance with any Hotel rules (to be provided by the Hotel and agreed to by the County) and that they may be removed if they fail to do so. Hotel rules shall be distributed to each County Guest by the Hotel upon check-in.

5.1.14 The Contractor shall inspect each room prior to each check in and after each checkout and notify the County immediately of any damage caused by a County Guest beyond normal wear and tear.

5.1.15 The Contractor shall bill the County on bi-weekly basis for occupied rooms.

5.1.16 The Contractor shall provide a primary point of contact for coordination related to the Contract.

5.1.17 The Hotel shall designate a specific entrance to be used for all County Guests to enter the hotel.

## 5.2 County Responsibilities

5.2.1 Each County Guest will have a County case manager to coordinate reservations and County Guest activities.

5.2.2 The County case manager will call and notify the Hotel of guest information and check in time. Guests will be labeled as "LC Guest 1", "LC Guest 2", and so forth to ensure privacy of each County Guest.

5.2.3 The County case manager will go over Hotel protocols with each County Guest.

5.2.4 The Hotel will provide the County case manager or the County Guest with the room key upon arrival and inform the County Guest of the designated entrance.

- 5.2.5 The County will communicate the I/Q program guidelines to each County Guest prior to check in and again at check out. This will include notice that County Guests are not permitted to leave their unit at all until the agreed upon check out date and time. If a County Guest violates this agreement, they will be asked to leave the hotel immediately.
- 5.2.6 The County will review each room prior to check in to verify the condition of the room. The County will be responsible for any material damage caused to room beyond normal wear and tear.

## 6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non-negotiable.**

### 6.1 Procedures

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

### 6.2 Term

The Contract shall cover the period from November 1, 2021 through August October 31, 2022 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to one (1) additional one (1) year period. 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. Any increase in prices or rates after the initial term or any renewal term shall be Agreed upon between the parties, but in no instance shall any increase exceed 3%.



### 6.3 Delays and Delivery Failures

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

### 6.4 Material Safety Data Sheets

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

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

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

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

### 6.6 Payment of Taxes

All Contractors 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 Contractor prior to the award of any Contract or Contract renewal.

### 6.7 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with

the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

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

1. Workers' Compensation:

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

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

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**
3. Automobile Liability:

Combined Single Limit:	\$1,000,000
------------------------	-------------

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

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

2. Liability Insurance "Claims Made" basis:

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

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder

surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

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

#### 6.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their

employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

#### 6.9 Safety

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

#### 6.10 Permits

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

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

#### 6.12 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.

#### 6.13 Employment Discrimination by Contractors Prohibited \*

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

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

#### 6.14 Drug-free Workplace \*

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

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's

workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

6.15 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

6.16 Immigration Reform and Control Act of 1986 \*

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

6.17 Substitutions

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

6.18 Workmanship and Inspection

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

No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

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

#### 6.20 Ordering, Invoicing and Payment

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

Contractor shall submit invoices every two weeks, such statement to include a detailed breakdown of all charges and shall be based on services actually received.

Invoices shall be submitted via email to:

County of Loudoun, Virginia  
Ariann LallaMohammed, Adult & Aging Services Program Manager  
Ariann.LallaMohammed@loudoun.gov

With a copy to dfs@loudoun.gov

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

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

#### 6.21 Payments to Subcontractors \*

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



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

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

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

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

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

#### 6.22 Assignment \*

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

#### 6.23 Termination

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

##### A. Termination for Convenience

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

##### B. Termination for Cause

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

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

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

6.24 Contractual Disputes \*

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

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

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

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

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

6.25 Severability \*

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

6.26 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 laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service

of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.27 Notices

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

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Purchasing Agent

**If by (a) or (b):**

1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, VA 20175

**If by (c):**

PO Box 7000  
Leesburg, VA 20177

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

6.28 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 Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.29 Authority to Transact Business in Virginia \*

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

any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### 6.30 Confidentiality

##### A. Contractor Confidentiality

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

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

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

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

##### B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor 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.

### 6.31 Counterparts

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

### 6.32 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 subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

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

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

### 6.33 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.

#### 6.34 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.

#### 6.35 Use of Federal Funds

This purchase involves the expenditure or reimbursement of federal funds and must comply with the standards set forth in the Code of Federal Regulations, 2 CFR §§ 200.318 – 326, including Appendix II to Part 200, as amended. Said requirements are incorporated herein as if stated in their entirety. In addition, the required federal terms and conditions set forth in the document titled “Federally Funded Purchase Order and PCard Order Transactions – Additional Terms and Conditions” (found here: <https://www.loudoun.gov/DocumentCenter/View/160008/Additional-Terms-for-Purchase-Order-and-PCard-Purchases-using-Federal-Funds-PDF>) are incorporated as terms of this Agreement. In the event of a conflict between the Terms and Conditions found in this Agreement and the Federal Terms and Conditions, the Federal Terms and Conditions shall prevail.

### **7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

7.1 Ability to meet or exceed the Scope as illustrated in Section 5.0. (40 points)

7.2 Cost of Services (30 points)

7.3 Compliance with Contract Terms and Conditions as noted in Section 6.0. (10 points)

7.4 Quality and Completeness of proposal (and interview, if shortlisted) (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

### **8.0 PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific items listed below, in the order noted. Failure to include any of the

requested information may be cause for the proposal to be considered nonresponsive and rejected. The following shall be included in your proposal submission:

8.1 Cover Letter

8.1.1 The cover letter shall include the legal name of the Offeror, the name and contact information for the person authorized to bind the Offeror in contract matters and the name of the hotel being proposed.

8.1.2 The cover letter shall also include the Offeror's response to Section 4.0 Minimum Qualifications.

8.2 Ability to meet or exceed the Scope to Services Section 5.0.

8.2.1 Discuss how your firm could accommodate County Guests under the I/Q program.

8.2.2 Provide a high level overview of how your firm envisions the process flow from the time of notification of a new placement, through the check in and ultimate check out process.

8.2.3 Describe the cleaning and disinfection process your hotel currently has in place to ensure the safety of employees and guests. What specific cleaning and disinfection steps would be used for rooms used under this program? Confirm if the disinfecting products used are included on the EPA List N.

8.2.4 Is your hotel able to accommodate any special dietary needs that may be required by guests?

8.2.5 Provide detailed information on the room types that would be available and the amenities in each room.

8.2.6 Confirm your standard check in and check out times and what flexibility would be given to the County to accommodate check ins for unexpected participants, like those traveling through IAD.

8.2.7 How would meal service be handled? Would it be done through an on site restaurant or would you contract out?

8.2.8 Where would the rooms be located? What is the access point? Are stairs or an elevator required?

8.2.9 Has your hotel participated in an isolation, quarantine or sheltering program in the past? If so, provide specific information.

8.3 Compliance with Contract Terms and Conditions

- 8.3.1 Provide a statement regarding compliance with the Contract Terms and Conditions as provided in Section 6.0.
- 8.3.2 Specifically list any deviations and include justification for any proposed changes.
- 8.3.3 Include any supplemental language that you would require as part of a negotiated agreement, in addition to the language contained in Section 6.0.
- 8.4 Cost of Services
  - 8.4.1 The County's preferred method would be to only pay for occupied rooms. As such, provide a fixed all inclusive cost per night, per occupied room. (Please note that the County is tax exempt.)
  - 8.4.2 Alternatively, in the event the Offeror is unwilling to only charge for occupied rooms, provide a cost per room per night for unoccupied rooms and a cost per night per occupied room.

Do you have a minimum or maximum number of rooms required to be blocked?

  - 8.4.3 Provide a breakdown of the cost of each meal (breakfast, lunch, and dinner) that would be charged per person, per room.
  - 8.4.4 Detail any additional cleaning costs that would be passed onto the County to clean and disinfect occupied rooms.
  - 8.4.5 Detail any additional fees not already mentioned.
- 8.5 Supplemental Information and Required forms
  - 8.5.1 Offers shall include all required forms and required documents including but not limited to: W-9, sample certificate of insurance, Authority to Transact Business form, and signature page.
  - 8.5.2 Offerors shall include any additional information they wish to present in this section.

## **9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **9.1 Preparation and Submission of Proposals**

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- C. 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 as well as note "Division of Procurement".

- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this RFP. The time can be verified by visiting [www.time.gov](http://www.time.gov) and selecting Eastern time. 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 or using private carrier 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. Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of 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.
- G. Proposals must be submitted via one of the following options:
  - US Mail to:  
County of Loudoun, Virginia  
Attn: Division of Procurement  
PO Box 7000  
Leesburg, Virginia 20177-7000;
  - or
  - Hand delivered to:  
County of Loudoun, Virginia  
Attn: Division of Procurement  
1 Harrison Street, S.E., **1st Floor, Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175.
  - or
  - Private carrier (UPS/FedEx) to:  
Loudoun County Procurement  
1 Harrison Street, S.E.,  
**ATTN: PROCUREMENT BIDS & PROPOSALS**  
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time.

**Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

**ALL PROPSOALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.**

- H. Each firm shall submit one (1) original, 4 copies and *one electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

## 9.2 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. August, 13, 2021*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

## 9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

## 9.4 Unit Price

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

## 9.5 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.

#### 9.6 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 will 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 pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

#### 9.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) 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.

#### 9.8 Subcontractors

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

#### 9.16 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.

9.9 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.

9.10 Prohibition as Subcontractors

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.

9.11 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.12 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. Selected contents of the proposal submitted by the successful offeror and 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.

9.13 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.

9.14 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 Director, Finance and Budget.

9.15 Debarment

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

9.16 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>.

9.17 Cooperative Procurement

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

9.18 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>.

9.19 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.

9.20 Legal Action

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

9.21 Certification by Contractor as to Felony Convictions

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



**Loudoun County, Virginia**

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

## **10.0 ISOLATION AND QUARANTINE PROGRAM PROPOSAL SUBMISSION FORMS**

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

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

\_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. QQ-01xxx for the price as stated in the price proposal.

- 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 (Informality): | _____ |

- B. Failure to provide the following items with your proposal may 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 (9.2).

ITEM: INCLUDED: (X)

- |                            |                             |
|----------------------------|-----------------------------|
| 1. Addenda, if any:        | _____                       |
| 2. Payment Terms:          | _____ net 30 or _____ Other |
| 3. Response to Section 8.0 | _____                       |

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

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

E-mail: \_\_\_\_\_

Name of person authorized to bind the Firm (9.6): \_\_\_\_\_

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

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.*





## 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/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/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 bidder/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.

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.**  
The Bidder:

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

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

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

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

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

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

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

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

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

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

RFQ 424782

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"/> Loudoun Now	<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 Small Business and Supplier Diversity
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

## SERVICE RESPONSE CARD

RFQ 424782

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

### How did we do?

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

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

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

Thank you for your response!

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

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

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

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

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



## Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

### Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### 1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### 2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>