



Loudoun County, Virginia

REQUEST FOR PROPOSAL

AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

ACCEPTANCE DATE: Prior to 4:00 p.m., March 29, 2023, Local "Atomic" Time

RFP NUMBER: RFQ 570785

ACCEPTANCE PLACE: Department of Finance and Budget
Division of Procurement
1 Harrison Street, SE, 1st Floor
Drop Box: **Procurement Bids and Proposals**
Leesburg, Virginia 20175

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This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: March 10, 2023

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 .
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Prepared By: Diane C. Smith, NIGP-CPP/CPPB Date: March 10, 2023
Assistant Purchasing Agent

AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for Loudoun County, Virginia (County) to obtain proposals from qualified firms to assist the County with implementing a comprehensive update of its Federal Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan as required by Title II of the Americans with Disabilities Act. The County is specifically looking for firms that specialize in providing ADA consulting as a core business function.

The County intends to award a one (1) year contract with up to two (2) additional one (1) year renewal options, unless earlier terminated pursuant to the Terms and Conditions of the Contract.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (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

3.1 County of Loudoun, Virginia.

Loudoun County, Virginia is located in the Washington Metropolitan Area, twenty-five (25) miles west of Washington, DC. The County encompasses of an area of 520 square miles with a population of 420,959. which is seventeen percent (17%) share of the Northern Virginia Regional Commission (NVRC) region's growth, and Loudoun County Government administers services and programs through thirty-five (35) departments and offices and has approximately 5,900 full-time and part-time employees.

3.2 Legislative Mandate

The ADA is a civil rights law that mandates equal opportunity for individuals with disabilities. It was enacted on July 26, 1990, and was amended in 2008 with the ADA Amendments Act. The purpose of an ADA Self-Evaluation and Transition Plan is to summarize the current state of the County's ADA accessibility compliance and to provide a roadmap for the County to execute, monitor, and update its ADA Transition Plan.

A. *Original ADA Self-Evaluation and Transition Plan.*

On September 17, 1991, the Loudoun County Board of Supervisors approved and adopted the self-evaluation and transition plan for compliance with disability legislation and authorized staff to proceed with implementation. Taskforce membership included twelve (12) staff from different departments to serve as a committee, one (1) counsel to the taskforce from the County Attorney's Office, and fourteen (14) staff from different departments served as the resource contacts.

The staff provided an update on June 20, 1993 which was an organized document in nine (9) sections which described the process undertaken by the County and the outcome of the self-evaluation, the recommended transition plan and timetable, the procedures for ensuring response to concerns, and the annual updates.

On October 20, 1993, the Board of Supervisors approved the Public Services Committee recommendation to adopt the revised Loudoun County Employment and Public Service Compliance with Disability Legislation: Self-Evaluation and Transition Plan. The plan was updated again in November 1994.

B. *United States (US) Department of Justice (DOJ) Audit of the County's ADA Compliance 2004-2008.*

The US DOJ initiated investigation as a compliance review of the County under title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-12134, and the County's implementing regulation, 28 C.F.R. Part 35. Because the County received financial assistance from US DOJ, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the County's implementing regulation, 28 C.F.R. Part 42, Subpart G. The County was selected for this compliance review because it was the fastest growing county in the United States, there were a significant number of people with disabilities who reside in the County, and the County had constructed many new facilities since the ADA took effect. The County was not selected because of any evidence that it discriminated against people with disabilities. The settlement agreement was due on July 25, 2008.

C. *Evaluation and Transition Plan for Bus Stops.*

In April 2017, the County contracted with Rummel, Klepper & Kahl (RKK) to work with staff to create Loudoun County Transit's ADA Compliance Transition Plan. On June 25, 2018, the Board of Supervisors approved the Loudoun County Assessment of Transit and Mobility Services for People with Disabilities. There were 339 bus stops including 303 local bus stops and 36 commuter bus stops that have been assessed. The RKK Study does estimate the cost to

bring the existing 339 bus stops into ADA compliance at approximately \$2.8 million.

D. *Current Need of ADA Self-Evaluation and Transition Plan.*

The County is seeking a qualified firm to assist with updating the County's ADA Self-Evaluation and Transition Plan as well as implementing a software management tool to manage the Transition Plan. Staff training will be needed for the software system.

The Self-Evaluation will identify programmatic and physical barriers that prohibit accessibility to persons with disabilities. The Transition Plan will define steps to achieve accessibility, provide a priority schedule, and identify the responsible staff for implementation of the ADA. The Transition Plan will also include prioritizing, budgeting, and executing of barrier removal. Currently, the County has an ADA Coordinator identified who will oversee contracts such as American Sign Language (ASL) interpreting services and Closed-Captioning services to provide accessible services to the public.

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. *Failure to provide any of the required documentation shall be cause for the proposal to be deemed non-responsible and rejected.*

4.1 Offerors shall provide resumes and narrative that indicate the following:

- A. Demonstrated experience and knowledge in State and Federal accessibility standards to include:
 - 1. Americans with Disabilities Act;
 - 2. State of Virginia Building Code Accessibility Standards;
 - 3. U.S. Access Board Architectural Barriers Act Guidelines for Outdoor Developed Areas;
 - 4. U.S. Forest Service Outdoor Recreation Accessibility Guidelines;
- B. Provided professional services in one of the following areas:
 - 1. Architecture;
 - 2. Building Science;
 - 3. Facility Management;
 - 4. Construction Management;
 - 5. Engineering; or
 - 6. Planning or Design;

- C. Understanding of local government programs and services.
 - D. Demonstrated experience in developing ADA Self-Evaluation and Transition Plans as per Federal and Commonwealth of Virginia state codes.
- 4.2 Offeror must provide a staffing qualifications matrix for its team to include name, position, position description, role on the project, and demonstration of offeror's staff's applicable qualifications outlined in Section 4.1, items A through D.

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 The Contractor shall update the County's ADA Self-Evaluation and Transition Plan, as well as implement a software management tool to manage the Transition Plan. Contractor shall provide training to staff on the software management tool system. All work performed under this Contract is owned by and belongs to the County. The Project shall be completed in two (2) phases.

A. Phase One: Contractor Requirements for Self-Evaluation.

This phase consists of a self-evaluation of all relevant public facilities, programs, services, and activities to determine access barriers. Phase One requires coordination of input from identified stakeholders, to include but not limited to County staff, disability groups, and the general public. Contractor shall be responsible for the following:

1. Meeting with designated County staff to discuss Self-Evaluation expectations, survey methodology, the schedule for project deliverables and to familiarize themselves with important issues and availability of resources. The Contractor shall serve in a project management capacity throughout the Self-Evaluation with general direction from County staff, primarily led by the County's ADA Coordinator.
2. Meeting with a group of citizen stakeholders comprised of the Disability Services Board, disability advocates, citizens with disabilities, and general members of the public to describe the process, timeline, and expectations associated with both phases of work, as well as receive any general input they may provide. In addition, the Contractor should work with other consultant(s) who are currently working on the County's projects to collect appropriate data.
3. Conducting field surveys of County facilities described in Section 5.3 and specified in Attachments 1 - 4, that may be

accessed by the public and are, therefore, required for review and inclusion by ADA. The surveys will focus on the evaluation of architectural barriers, including path of travel, both in the public right-of-way within and around the facility. The contractor representative will be escorted to the facilities by the staff from the Department of General Services. A Site Report will be prepared as outlined in Section 5.1.B.

4. Conducting field surveys of County Public Rights-of-Way (PROW). A Site Report will be prepared as outlined in 5.1.B. The Contractor will be expected to work with County staff to review PROW scenarios within the County and determine which PROW shall be reviewed. The survey shall include the following:

- a. Sidewalks:

1. Location;
2. Length;
3. Width;
4. Cross slopes;
5. Material;
6. Surface condition;
7. Location of heavy cracking;
8. Uplifting;
9. Obstacles within the sidewalk; and
10. Driveway crossings.

- b. Missing Sidewalks:

1. Location;
2. Type; and
3. Number of fixed obstacles in immediate area of future sidewalks.

- c. Curb ramps:

1. Location;
2. Type;
3. Surface condition;
4. Landing;
5. Cross slopes;
6. Width;

- 7. Truncated domes; and
 - 8. Crosswalk connection and alignment.
 - d. Missing Curb ramps:
 - 1. Location;
 - 2. Sidewalk surface condition;
 - 3. Type; and
 - 4. Number of fixed obstacles.
 - e. Pedestrian Ramps:
 - 1. Location;
 - 2. Length;
 - 3. Width;
 - 4. Landing;
 - 5. Cross slopes;
 - 6. Hand railings; and
 - 7. Condition.
 - f. Traffic Signals:
 - 1. Locations;
 - 2. Type; and
 - 3. Alignment.
- 5. The County has the following documents available to the Contractor to aid in the PROW surveys:
 - a. Loudoun County Bus Stop Inventory and ADA Compliance Plan April 2018;
 - b. Zoning documents regarding the County's Subdivision and Land Development Regulations; and
 - c. Countywide Transportation Plan.
- 6. Evaluating the County's programs, services, and activities. This includes:
 - a. Website design;
 - b. Communication formats;
 - c. Plans and ordinances that effect the delivery; and
 - d. Accessibility of goods and services to the public.
- B. Conducting field surveys. Surveys requiring County staff assistance should be coordinated through the ADA Coordinator and scheduled in

a way that minimizes the impact to the regular workloads of the applicable staff members. A Site Report of the field survey shall be developed for each site (facility, park, right of way, etc.). As a result of the surveys conducted, the Contractor shall provide a Site Report that includes the following:

1. All data will be entered into a database, preferably Microsoft SQL Server. The county should have access to the data housed in the Database at no additional cost. The contractor shall provide the methodologies for accessing the data. The Contractor-supplied data access needs to be at an acceptable performance level so that the data can be readily accessed without any timeout errors. The Contractor/vendor shall provide the data dictionary. In addition to the reports already mentioned under deliverable, County should have the ability to use enterprise BI tools such as SSRS and PowerBI for custom reports of the application data outside of the application interface. Photos will be integrated, geographic locations recorded, ideally, in NAD_1983_HARN_StatePlane_Virginia_North_FIPS_4501_Feet (WKID: 2924 Authority: EPSG) Survey data shall be compatible with the County's GIS. If associated with a building, the address as recorded in the Loudoun County Geographic Information System (GIS) will also be captured as an attribute as per Address (if exists): Address information sourced from Loudoun Address Points. Include FULL_ADDRESS and AD_LOUD_ID from [Open data - Loudoun Address Points](#).
 2. A checklist of the elements of the site that were evaluated.
 3. A description of the specific barriers, a reference to the regulation being applied, a photo or illustration of the barrier.
 4. A suggested remediation and the reference document for this remediation.
 5. Best practice suggestions should be noted as such.
- C. Compiling field survey data and meet with designated County staff to review and analyze data gathered from the survey process.
- D. Producing a Facility Survey Report, which will be a detailed report that profiles the various deficiencies found. This report and any associated maps should be provided in both printed (color) and electronic (PDF) formats. Any GIS data captured will also be provided (in shape file or geodatabase format in either X or Y coordinate system). This may also include a presentation component that outlines material provided in the report.

- E. Presenting the Facility Survey Report to designated County staff. Solicit and record all feedback, as well as make changes as directed by County staff.
- F. Submitting Phase One deliverables. All work becomes property of the County.
 - 1. A detailed work plan and project schedule for approval by County staff. This will be completed after the initial meeting as outlined in Item A.
 - 2. Final copies of all Site Reports in electronic format and printed format for the review meeting with designated County staff.
 - 3. Printed and electronic versions of the *draft* Field Survey Report for editing by designated County staff.
 - 4. Printed and electronic versions of the *final* Field Survey Report for presentation to designated County staff.
 - 5. The Self-Evaluation final documents will be delivered electronically to the County. All work becomes the property of the County.

5.2 Phase Two: Requirements for the Transition Plan (Plan) and Software System.

- A. This phase consists of a Transition Plan which will identify and prioritize the access barriers, provide procedures, time schedule, identify level of efforts for staff and costs for remediation and document the methodology of the process. The final Plan will serve as the primary tool for staff to identify existing and future accessibility needs, documentation of standards, and to provide guidance for future programs, services, and facilities.
 - 1. Phase Two will also include a software system to allow staff to manage and track the Plan or a plan to use an existing County facility tracking software system. The software system should have features that are publicly accessible for the purpose of transparency and should be an open system capable of bidirectional communication with platforms the County uses to keep track of facilities.
- B. Contractor shall be responsible for the following:
 - 1. Ensuring the Plan includes all requisite information necessary to comply with Title II of the ADA for such a plan, including, but not limited to, the following:
 - A. Methodology for the self-evaluation of existing barriers to accessibility;
 - B. Summary of the findings of the self-evaluation of facilities, policies, programs, and activities;

- C. Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
 - D. Cost estimates of remediation measures;
 - E. Implementation schedule that includes milestones or measures of achievement for monitoring implementation; and
 - F. Procedure for periodically reviewing and updating the Transition Plan.
- 2. Developing a first draft of the Plan based on:
 - A. Prior research and data collection;
 - B. Facility Survey Report;
 - C. Recommended priority levels typically associated with each type of deficiency; and
 - D. Determine available funding working with designated County staff.
 - E. Include any recommended changes to funding levels necessary to achieve the recommended goals.
 - 3. Meeting with designated County staff to review the first draft of the Plan, identify project priorities, and solicit feedback for refining the various components. Incorporate any comments or changes made by this team into the draft Plan.
 - 4. Meeting with the Disability Services Board to review the first draft Plan, identify project priorities, and solicit feedback for refining the various components. The Contractor shall document all suggestions.
 - 5. Meeting with members of the community at-large at an advertised public meeting, to be held in the evening on a weekday, to review the draft document, identify project priorities, and solicit feedback for refining the various components. The Contractor shall document all comments and suggestions.

In addition to standard advertising requirements, the Contractor shall provide all relevant details for the County staff to conduct a concerted public outreach effort prior to this meeting using a variety of mediums.
 - 6. Meeting with designated County staff to review the feedback from all teams and members of the public and develop recommendations on potential changes. All changes should then be incorporated into the second draft Plan.

7. Preparing and produce the second draft Plan (completed) that is clear, concise, and user-friendly. It should include a detailed description of identified barriers, as well as the schedule or plan identified for removing those barriers and a summary of the public input received.
8. Presenting two (2) copies of the second draft Plan to designated County staff and two (2) Copies of the second draft Plan to the Disability Services Board for final comments and suggestions. These documents should clearly be denoted as "draft" on the cover of the Plan. The Contractor shall seek concurrence from both teams prior to presentation of the Plan to the Board of Supervisors and incorporate any final changes as appropriate. These changes shall result in the third (final) draft Plan.
9. Providing designated County staff five (5) printed, full-color copies of the final draft ADA Transition Plan, as well as five (5) electronic copies in USB flash drive format. Also, provide a summary of the project, to include an overview of the process, the comments received, participation of various stakeholders, and end result. This summary will be provided to the Board of Supervisors and released to the public.
10. Supporting designated County staff to prepare and present the final draft Transition Plan at a regularly scheduled Board of Supervisors' Public Hearing for discussion and adoption by the Board of Supervisors.
11. The Contractor shall provide the County with an electronic database of items contained in the Facility Survey Report. This system should be a public domain system and be able to fully integrate with other applications. Available maps will be provided as PDFs. Any GIS data collected will be provided in shape file or geodatabase format. The Contractor shall also provide twelve (12) bound copies of the Final Report as part of the scope of services.
12. Submitting Phase Two deliverables. All work becomes property of the County.
 - A. A detailed Work Plan and Project Schedule for completing Phase Two, to include all drafts and review meetings outlined above for County staff's approval.
 - B. Presentation materials for all meetings with stakeholders.
 - C. Draft and final versions of the Transition Plan.
 - a. Drafts in accordance with Section 5.2 B. The first draft of the ADA Transition Plan (Plan)

should include prior research and data collection, the Facility Survey Report, recommended priority levels typically associated with each type of deficiency, and determine available funding working with designated County staff. Include any recommended changes to funding levels necessary to achieve the recommended goals. Subsequent drafts should include feedback from review meetings.

- b. The final draft in accordance with Section 5.2.B.11I. The final draft should include a detailed description of identified barriers, the schedule or plan identified for removing those barriers and a summary of the public input received. The Transition Plan final documents will be delivered electronically to the County. All work becomes the property of Loudoun County.
 - c. Final Report in accordance with Section 5.2.B.11..
- 13. A software system to allow staff to manage and track the Transition Plan. The system shall include an electronic database of the information on software which is approved by the County which shall include database-driven electronic monitoring, tracking, and management mechanism at project completion that allows for reviewing and updating progress in barrier removal, to include generating reports of such progress and annual compliance review checklist.
- 14. Other software requirements:
 - A. The service shall have the ability to provide underlying data through any acceptable data exchange format, which will allow the county to extract data into the County Data Warehouse or other Data Analysis environments.
 - B. AD Azure compatible for Single Sign on.
 - C. SAML 2.0 certified for Single Sign-on (Active Directory): Upon implementation, the Offeror shall provide the information needed to establish an enterprise application for Single Sign-on, including its Identifier, reply URL, claims to be returned, and any other configuration information.
 - D. The Offeror shall use and support https with the current version of TLS minus 2 or above for all data in motion.

E. System shall support the current version of the Microsoft Edge Browser.

15. Training and reference materials for operating the software system tool.

5.3 Loudoun County Facilities and Programs to be Considered

The following is a list of facilities, programs, and services to be included in the creation of the County's ADA Self-Evaluation and Transition Plan. Additional items may be included at the recommendation of the Contractor and with the approval of the County's ADA Coordinator. Please note that the County may choose all, any, or none of the listed facilities, programs, and services for inclusion in the final contract.

- A. Public Access Areas at Public Buildings and Facilities. The County owns a variety of buildings that have degrees of public space. Refer to **Attachment 1** that lists the facilities with public space.
- B. Public Parking Facilities. The County has 13 public parking structures for general use. Refer to **Attachment 2** that lists the public parking.
- C. Parks and Recreation Facilities. There are 43 parks in the County that are of various sizes and offer an array of activities. Refer to **Attachment 3** that lists the parks and includes acreage and amenities.
- D. Leased Facilities. The County leases office space for various departments. Refer to **Attachment 4** that lists the leased facilities with public space and its general purpose.
- E. Loudoun County Programs and Services. All public programs offered or contracted by the County. For further information, please visit www.loudoun.gov. Loudoun County Policies. The County has approximately 257 Policies, Procedures, Handbook, and Plans. Standard Operating Procedures (SOPs) and in-progress documents developed by departments may be added to the scope of this assessment.
- F. Communication Systems. This includes, but is not limited to the website, phones, teletypewriter (TTY), interpreter services, online registration programs, and public meeting broadcasts.

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 Public Affairs and Communications Officer or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than Public Affairs and Communications Officer or his/her 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 May 15, 2023 through May 14, 2024 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 two (2) additional one (1) year periods. 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 increases after the initial period should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed five percent (5%).

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of the status of Contractor's performance under the Agreement. If a delay in performance is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to perform its contractual obligations within the time period specified in the Agreement, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to cure its deficient performance as required by the County, the County may terminate this Agreement as set forth in section 6.21 below.

6.4 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 Agreement 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.

6.5 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 Agreement or Agreement renewal.

6.6 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 Agreement.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement 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: aggregate	\$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
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- 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 electronic 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.

6.7 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 Agreement. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.14 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.

6.15 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.

6.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. 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.

The Contractor will have all employees working at County sites have 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 Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.17 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 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 Agreement. 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 Agreement, 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 Agreement in its Agreement price.

6.18 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 in duplicate at the end of each calendar month, and no later than 10th of the following month. The invoice will include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Any invoice for final payment under the Agreement must be submitted within thirty (30) days after completion or delivery. Invoices shall be submitted to:

County of Loudoun, Virginia
ATTN: Sahar Behboudifar
Accessibility Services Manager/ADA Coordinator
(571) 258-3282
Sahar.behboudifar@loudoun.gov
Attn: Contracts Administrator

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any invoice items 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 invoice.

6.19 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Agreement, 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 Agreement, 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.

6.20 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.

6.21 Termination

Subject to the provisions below, this Agreement may be terminated by the County as follows.

- A. Termination for Convenience

The County may terminate this Agreement, in whole or in part, at any time without cause upon giving the Contractor a thirty (30) day advance written notice of such termination. Following the notice, the Contractor shall prepare for the termination by mitigating any losses it may incur to the extent practicable. Upon expiration of the thirty (30) days and unless otherwise agreed by the parties in writing, the Contractor shall immediately cease its performance of the Agreement and take such steps as County may require to assign to the County the Contractor's interest in all warranties, subcontracts, and purchase orders designated by County. After such steps have been taken by the Contractor to the satisfaction of the County, the Contractor shall receive the amounts due for all work performed and accepted by the County pursuant to the Agreement through the date of termination. In addition, the parties may negotiate reasonable termination costs actually incurred by the Contractor as a direct result of the termination.

B. Termination for Cause

In the event Contractor fails to perform one or more of its obligations pursuant to the requirements of this Agreement, is adjudged bankrupt, or fails to comply with any law, regulation, or ordinance applicable to Contractor's performance, the County may terminate this Agreement for cause. However, prior to terminating for cause, the County shall provide Contractor an opportunity to cure its performance by providing a written notice to cure. In the event, Contractor fails to cure its performance within the time period provided in the cure notice, the Contractor shall be notified that the Contract is terminated effective immediately. The Contractor shall reimburse the County for all damages incurred by the County as a result of Contractor's failure to perform pursuant to the terms of the Agreement including, but not limited to, County's purchase of items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. In the event that there is a balance the County owes to the Contractor from under the Agreement or 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. 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 Agreement in a subsequent fiscal year, then the Agreement 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 Agreement.

6.22 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of its 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. Contractor's failure to provide timely notice of a claim will be deemed a waiver of that claim.

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.

6.23 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.

6.24 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. 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.

6.25 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:

TO COUNTY:

For delivery method (a) and (b)
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, SE, 1st Floor
*Drop Box: Procurement
Proposals and Bid*
Leesburg, Virginia 20175
Attn: Diane C. Smith

For delivery method (c)
County of Loudoun, Virginia
Division of Procurement
P.O. Box 7000
Leesburg, Virginia 20177
Attn: Diane C. Smith

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.

Due to restrictions, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice 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.

6.26 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.

6.27 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.

6.28 No Smoking

Smoking in all County buildings and County homes are prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the MHSADS 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 Contractor employees and possible Contract termination.

6.29 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. 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. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

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 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 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 termination of the Agreement.

The Contractor 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 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

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.31 Counterparts

This Agreement 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 Agreement 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), epidemic, pandemic, 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.

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:

- 7.1 Credentials and related experience (30 points)
- 7.2 Demonstrated ability to meet or exceed all applicable requirements per Section 5.0 (30 points)
- 7.3 References for whom comparable work has been performed (10 points)
- 7.4 Proposal content and format pursuant to the instructions in Section 8.0 (5 points)

7.5 Compliance with Contract Terms and Conditions contained in Section 6.0 (5 points)

7.6 Cost of services (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 evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

Proposals must contain the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein

8.1 Executive Summary Letter

A. The Contractor shall include an Executive Summary Letter that:

1. A commitment to perform the work as required in the RFP.
2. A statement that the Offeror has read and understands the RFP.
3. Any uniquely specific information the Contractor wishes to highlight.
4. Identification of the primary point of contact authorized to answer questions and make decisions regarding proposal.
5. **All proposals should include a table of contents and the associated tabs. Proposals must be bound.**

8.2 Credentials and Related Experience

A. Provide a brief history of the firm highlighting similar self-evaluation and transition plan projects. Information should reference work done

by your firm, any proposed subcontractor, as well as any collaborative efforts by the parties.

- B. Provide information that demonstrates your firm's hands-on experience guiding local government agencies and other large entities similar in size to the County, through the planning, implementation and successful completion of a self-evaluation and transition plan.

Additionally, please include of sample of a transition plan that you have completed for a jurisdiction similar to the size of Loudoun County. This sample can be provided via a hyperlink or website address to the actual transition plan location or, if in print form, no more than four (4) pages.

- C. Discuss your firm's experience in working with all levels of management in similar projects. Additionally, discuss your firm's experience in presenting findings and recommendations to members of the public and governing bodies/boards.

- D. Provide a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.

- F. Project staffing.

1. Offeror must provide a staffing qualifications matrix for its team to include name, position, position description, role in project and confirmation of applicable qualifications in 4.1, items A through D.
2. List the personnel to be assigned to this project along with a resume for each. Describe their related experience, role on the project, their titles, job description experience, and period of service with the team if applicable.
3. If using subcontractors, explain their role on the project, and list the subcontractor personnel to be assigned and their titles, experience, and period of service with the team. If applicable, describe projects of similar scope that all team members have worked on together in the past.
4. Include an organization chart with names of proposed project members and the major project areas of concentration or responsibility of each project member. If subcontractors will be used, they shall be identified in the chart as such, with staff from the subcontractors shown.

5. Indicate the percentage of time key staff (Contractor and subcontractors) will be spending on this project versus other projects, including any variation in availability over the duration of the proposed schedule.
6. Indicate the other major project commitments (current and projected) of the team members involved, the anticipated completion dates for current projects, and the anticipated start to finish dates for projected projects.
7. Describe proposed coordination with the County, and key staff's accessibility to County staff.
8. Provide a table with the estimated labor hours by personnel proposed for the project for each task identified in the Scope of Services. All pertinent and relevant assumptions that may affect the proposed hours shall be clearly listed in this section.

8.3 Demonstrated ability to meet or exceed all applicable requirements;
Proposed Approach and Methodology

- A. Describe in detail your understanding of the project and your overall ability to meet/exceed each requirement stated in Section 5.0 Scope of Services and address each one.
- B. Provide a summary of the overall approach and strategies intended to complete the tasks and deliverables for each Phase.
- C. Provide a schedule that identifies milestones and deliverables by Phase by task and by month based upon the anticipate award date.
- D. Describe the assumptions made concerning the nature and extent of the County staff contribution at key points throughout the project.
- E. Describe how your firm would approach the assessment task. Provide a preliminary list of data needed from the County as part of the proposal and discuss what tools your firm would use to effectively collect the needed data.
- F. Describe the method and frequency of communication and coordination with County Staff. How would you keep the County informed of the progress without overcommunicating? Provide specifics as to which meetings would be conducted onsite versus remote.
- G. Describe the method your firm would approach to assess accessibility of facilities.

- H. Implementation plan for the tasks described in the scope of services for the requested locations (**Attachment 1**) and any recommended revisions or additions to the list of tasks;
- I. The Contractor scope of work should provide a realistic approach and timeline for completing both Phases One and Two of the Project. The Contractor is encouraged to include suggestions or supplemental tasks which may enhance the Project, streamline the scope of work, improve cost effectiveness, or lead to a better-quality finished product or process. State all assumptions clearly. Include the coordination, decisions, products, data and any other information that the Contractor expects from County staff.

8.4 References

Provide a list of at least three (3) prior projects within the last seven (7) years in which the firm provided relevant services similar to this assignment. The list shall include the following for each assignment:

- A. Name of client;
- B. Location (city and state);
- C. Name and brief description of project;
- D. Start and completion date;
- E. Contract value;
- F. Respondent's scope and role in the project; and
- G. Client reference for services provided including name, position, phone, and email.

8.5 Quality and completeness of proposal

- A. All proposals should include a table of contents and the associated tabs. Proposals must be bound.
- B. Proposal submissions must be organized in the manner stated in this Section 8.0.
- C. Proposals must include the content that is consistent with the numbering and details found in Sections 5.0 and 8.0 of this RFP.

8.6 Compliance with Terms and Conditions

Statement of compliance with the Contract Terms and Conditions included in Section 6.0. Any deviations and /or additions should be clearly noted along with justification.

8.7 Cost of Services

- A. Provide a detailed cost proposal on Pricing Page – Appendix A based upon the items listed in Section 5.1, to be broken down by

phase by task, labor category, and hours. The cost proposal shall include the total number of hours and number of hours by task and project personnel. Specify key personnel by name and other personnel either by name or position/function.

- B. The cost breakdown shall include all overhead costs, travel, postage, meetings, and other incidentals.
- C. Provide hourly rates for all personnel. These hourly rates will be used for any as-need services beyond the specific tasks and deliverables identified in Section 5.1 as well as any tasks needed under Section 5.2.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 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 a bidder of the Contractual obligations.
- B. Pricing must be submitted pursuant to Section 8.7.
- C. All proposal 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 "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 proposals.
- 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 <https://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 a private carrier shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. *Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of bids.* Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered.
- G. Proposals must be submitted via one of the following options:
 - US Mail to:
County of Loudoun, Virginia
Division of Procurement

PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered to:

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., 1st Floor,
Drop Box: Procurement Bids and Proposals
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 bids are received on time.

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

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that requirement is removed from the package to avoid delays or rejection of the package.

ALL PROPOSALS 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 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 noon March 17, 2023. 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.

9.3 Inspection of Site/Relevant Documents

It is strongly recommended that all offerors make an on-site inspection of the facility where the work will be performed and/or inspect all relevant documents to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of its obligation to carry out the scope of the resulting Contract.

9.4 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.

9.5 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 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized 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 Contractor to complete his task.

9.9 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.

9.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. 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 shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character,

and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 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. 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.

9.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov).

9.18 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.

9.19 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.

9.20 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 <https://cis.scc.virginia.gov>.

9.21 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.

9.22 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>.

9.23 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.

9.24 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.

9.25 Legal Action

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



Loudoun County, Virginia

Division of Finance and Budget
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

RFQ 570785

10.0 AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

PRICING INFORMATION

TOTAL PRICE FROM PRICING PAGE – APPENDIX A

\$ _____

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 (9.20):	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (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 (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Proof of Authority to Transact Business	_____

- in Virginia Form (9.20):
3. Minimum Qualification Documentation per Section 4.0 _____
 4. Scope of Services Response per Section 5.0 _____
 5. Proposal Submission Format per Section 8.0 _____
 6. References Section 9.10: _____

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): ☐

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

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 570785

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 570785

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/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

PRICING PAGE – APPENDIX A

PRICING PAGE – APPENDIX A – (Tasks 5.1 and 5.2)

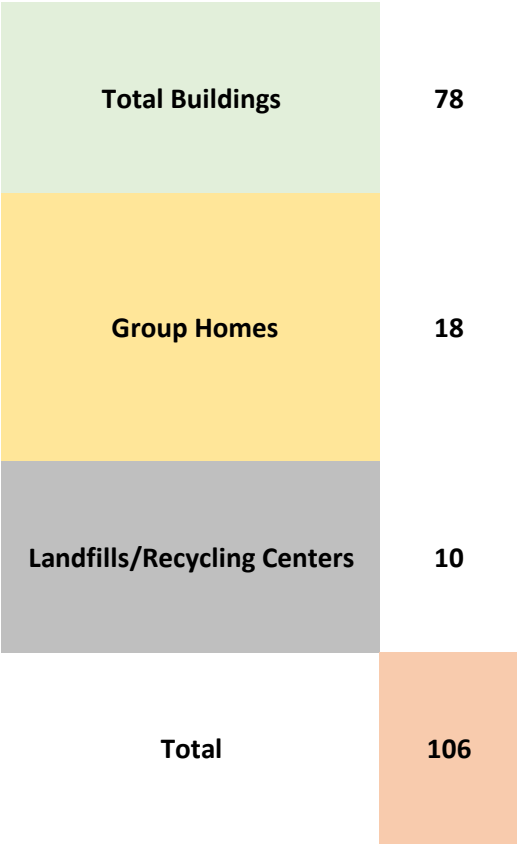
1. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	PRICE
		\$	\$	\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
DIRECT LABOR				\$
2. INDIRECT COSTS (Specify indirect cost categories)	RATE	x BASE =	ESTIMATED COST	
	\$		\$	\$
				\$
				\$
				\$
DIRECT COST				\$
3. PROFIT (BLOCKS 1 + 2) x ____ %				\$
4. OTHER DIRECT COSTS				
			ESTIMATED COST	
a. TRAVEL				\$
1. Transportation			\$	\$
2. Per Diem			\$	\$
(check current County Travel Policy)				\$
TRAVEL				\$
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QUANTITY	COST	ESTIMATED COST	
		\$	\$	\$
				\$
				\$
				\$
EQUIPMENT				\$
c. SUBCONTRACTS				\$
				\$
SUBCONTRACTS				\$
d. OTHER (Specify categories)	QUANTITY	COST	ESTIMATED COST	
			\$	\$
				\$
				\$
OTHER				\$
OTHER DIRECT COSTS				\$
5. TOTAL PRICE				\$

ATTACHMENT 1

PUBLIC BUILDINGS AND FACILITIES

ATTACHMENT 1 - Public Buildings and Facilities

Facility & Location	Purchase	Built / Renovate	Tenants
5002 COURTHOUSE - HISTORIC 18 EAST MARKET STREET STRUCTURE 3 LEESBURG , VA 20175 BUILDING SIZE: 4709 SqFt	Purchased Appr. Date: 01/01/2010	Yr Built: 1898 Yr Renv.	CLERK OF CIRCUIT COURT
5003 COURTS COMPLEX - JUDICIAL CENTER 18 MARKET ST EAST STRUCTURES #1 LEESBURG , VA 20175 BUILDING SIZE: 142782 SqFt	Purchased Appr. Date: 01/01/2009	Yr Built: 1941 Yr Renv. 2006	CLERK OF CIRCUIT COURT GENERAL DISTRICT COURT GENERAL SERVICES INFORMATION TECHNOLOGY JUVENILE AND DOMESTIC COURTS SHERIFF'S OFFICE
5007 VALLEY BANK BUILDING 20 EAST MARKET STREET STRUCTURE #2 LEESBURG , VA 20176 BUILDING SIZE: 10000 SqFt	Purchased Appr. Date: 01/01/2009	Yr Built: 1972 Yr Renv. 1986	COMMONWEALTH ATTORNEY
5025 COMMUNITY CENTER - LOUDOUN VALLEY 320 W. SCHOOL STREET PURCELLVILLE , VA 20132 BUILDING SIZE: 26320 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1922 Yr Renv. 2008	PARKS, RECREATION AND COMMUNITY SVS.
5026 LIBRARY - PURCELLVILLE 220 MAIN ST E PURCELLVILLE , VA 20132 BUILDING SIZE: 18860 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1937 Yr Renv. 1993	LIBRARY SERVICES
5027 COMMUNITY CENTER - LOVETTSVILLE 57 BROAD WY E LOVETTSVILLE , VA 20180 BUILDING SIZE: 25160 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1940 Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5028 ANIMAL SHELTER 39820 CHARLES TOWN PKE ROUTE 4, BOX 585 WATERFORD , VA 20197 BUILDING SIZE: 15143 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1965 Yr Renv. 2001	ANIMAL CARE AND CONTROL



5029 COMMUNITY CENTER - LUCKETTS 42361 LUCKETTS RD LEESBURG , VA 20176 BUILDING SIZE: 18390 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1922 Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5031 COMMUNITY CENTER/LIBRARY - STERLING 120 ENTERPRISE ST STERLING , VA 20164 BUILDING SIZE: 19176 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1975 Yr Renv.	LIBRARY SERVICES PARKS, RECREATION AND COMMUNITY SVS.
5033 PARK - RECREATION CENTER @ CLAUDE MOORE 46105 LOUDOUN PARK LANE STERLING , VA 20164 BUILDING SIZE: 93709 SqFt	Purchased Appr. Date: 03/01/2011	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5039 LIBRARY - LOVETTSVILLE 12 LIGHT ST N LOVETTSVILLE , VA 20180 BUILDING SIZE: 4516 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1990 Yr Renv.	LIBRARY SERVICES
5040 LIBRARY - MIDDLEBURG 101 REED ST MIDDLEBURG , VA 20117 BUILDING SIZE: 4100 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1990 Yr Renv.	LIBRARY SERVICES
5051 COMMUNITY CENTER - BLUEMONT 33846 SNICKERSVILLE TPKE ROUTE 734 BLUEMONT , VA 20135 BUILDING SIZE: 11350 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1920 Yr Renv. 1983	PARKS, RECREATION AND COMMUNITY SVS.
5056 PARK - FRANKLIN 17501 FRANKLIN PARK DRIVE 36447 BLUERIDGE VIEW LA PURCELLVILLE , VA 20132 BUILDING SIZE: 14763 SqFt	Purchased Appr. Date: 01/01/2010	Yr Built: 2000 Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5062 CLAUDE MOORE HERITAGE FARM MUSEUM 21668 HERITAGE FARM LANE STERLING , VA 20164 BUILDING SIZE: 11850 SqFt	Purchased Appr. Date: 01/01/2005	Yr Built: Yr Renv. 1988	PARKS, RECREATION AND COMMUNITY SVS.

5070 LIBRARY - CASCADES 21030 WHITFIELD PLACE EASTERN LOUDOUN REGIONAL STERLING , VA 20165 BUILDING SIZE: 28950 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 1993 Yr Renv.	LIBRARY SERVICES
5072 YOUTH SHELTER 16450 MEADOWVIEW COURT 16445 Cafeteria BLDG 2, 16451 Ofc/Bunk Rms BLDG 1 LEESBURG , VA 20175 BUILDING SIZE: 15362 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 1986 Yr Renv.	FAMILY SERVICES
5078 LIBRARY - RUST 380 OLD WATERFORD ROAD LEESBURG , VA 20176 BUILDING SIZE: 38250 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 1991 Yr Renv. 2008	LIBRARY SERVICES
5079 PARK - VESTALS GAP/CLAUDE MOORE 21544 OLD VESTAL'S GAP RD STERLING , VA 20165 BUILDING SIZE: 2070 SqFt	Purchased Appr. Date: 01/01/2005	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5082 COMMUNITY CENTER - PHILOMONT 36592 JEB STUART RD. PHILOMONT , VA 20131 BUILDING SIZE: 4491 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1925 Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5083 PARK - LANESVILLE HOUSE/CLAUDE MOORE 21544 OLD VESTALS GAP RD. STERLING , VA 20164 BUILDING SIZE: 0 SqFt	Purchased Appr. Date: 01/01/2006	Yr Built: Yr Renv.	
5087 SHENANDOAH OFFICE BUILDING 102 HERITAGE WY NE LEESBURG , VA 20176 BUILDING SIZE: 76620 SqFt	Purchased Appr. Date: 01/01/2012	Yr Built: Yr Renv. 2003	FAMILY SERVICES HEALTH DEPARTMENT INFORMATION TECHNOLOGY MH, MR & SA
5103 FIRE-RESCUE STN 3 - MIDDLEBURG 910 WEST WASHINGTON STREET PO BOX 122 MIDDLEBURG , VA 20117 BUILDING SIZE: 15575 SqFt	Purchased	Yr Built: 1978 Yr Renv.	VOLUNTEER FIRE DEPARTMENT

5115 PARK - FROG SHACKLE COTTAGE/CLAUDE MOORE 21544 OLD VESTALS GAP ROAD STERLING , VA 20164 BUILDING SIZE: 0 SqFt	Purchased Appr. Date: 01/01/2005	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5136 TRANSITIONAL HOUSING FACILITY 16400 MEADOWVIEW COURT STRUCTURE #9 LEESBURG , VA 20175 BUILDING SIZE: 16704 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 1990 Yr Renv. 2009	FAMILY SERVICES
5142 PARK - POTOMAC LAKES SPORTS-PLEX 20286 CASCADES PARKWAY 20280? CONCESSION STAND STERLING , VA 20164 BUILDING SIZE: 3820 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1992 Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5144 FRIENDSHIP HOUSE 16480 MEADOWVIEW CT. STRUCTURE #8 LEESBURG , VA 20175 BUILDING SIZE: 5586 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 1992 Yr Renv.	MH, MR & SA
5167 JUVENILE DETENTION CENTER 42020 LOUDOUN CENTER PL. LEESBURG , VA 20175 BUILDING SIZE: 17086 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1996 Yr Renv.	FAMILY SERVICES

5170 GOVERNMENT CENTER 1 HARRISON ST SE P.O. BOX 7000 LEESBURG , VA 20175 BUILDING SIZE: 158561 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1996 Yr Renv.	BOARD OF SUPERVISORS BUILDING AND DEVELOPMENT COMMISSIONER OF REVENUE COUNTY ADMINISTRATION COUNTY ATTORNEY GENERAL SERVICES HEALTH DEPARTMENT INFORMATION TECHNOLOGY MANAGEMENT & FINANCIAL SERVICES MAPPING & GEOGRAPHIC INFORMATION PLANNING PUBLIC INFORMATION TREASURER
5177 ADULT DAY CARE CENTER - LEESBURG 16501 MEADOWVIEW CT STRUCTURE #10 LEESBURG , VA 20175 BUILDING SIZE: 3338 SqFt	Purchased Appr. Date: 11/18/2011	Yr Built: 1996 Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5179 COMMUNITY CENTER - CASCADES SR CTR 21100 WHITFIELD PL 21100 WHITFIELD PLACE 5180 STERLING , VA 20165 BUILDING SIZE: 19128 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5185 ADULT DETENTION CENTER (ADC-JAIL) 42035 LOUDOUN CENTER PLACE STRUCTURE #13 LEESBURG , VA 20175 BUILDING SIZE: 212000 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 2004 Yr Renv. 2010	SHERIFF'S OFFICE
5224 LIBRARY - ASHBURN 43316 HAY ROAD ASHBURN , VA 20147 BUILDING SIZE: 23000 SqFt	Purchased Appr. Date: 01/01/2012	Yr Built: 2003 Yr Renv.	LIBRARY SERVICES

5245 COMMUNITY CENTER - CARVER SENIOR CENTER 200 WILLIE PALMER WAY EAST PURCELLVILLE , VA 20132 BUILDING SIZE: 17232 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5252 FIRE-RESCUE STN 23 - MOOREFIELD 43495 OLD RYAN RD ASHBURN , VA 20148 BUILDING SIZE: 12395 SqFt	Purchased	Yr Built: Yr Renv.	FIRE & RESCUE SVCS. SHERIFF'S OFFICE
5253 SAFETY CENTER DULLES PUBLIC STN 19 25216 LOUDOUN COUNTY PARKWAY DULLES SOUTH CHANTILLY , VA 20152 BUILDING SIZE: 23085 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 2006 Yr Renv.	FIRE & RESCUE SVCS. SHERIFF'S OFFICE
5267 PARK - ARCOLA QUARTERS FOR THE ENSLAVED 24837 ARCOLA MILLS DRIVE STERLING , VA 20166 BUILDING SIZE: 1920 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5271 COMMUNITY CENTER - DULLES SOUTH 24950 RIDING CENTER DR SOUTH RIDING- MULTI PURPOSE CHANTILLY , VA 20152 BUILDING SIZE: 121666 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5275 PARK - LOVETTSVILLE COMMUNITY PARK 12565 MILLTOWN RD LOVETTSVILLE , VA 20180 BUILDING SIZE: 1584 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5280 FIRE-RESCUE PURCELLVILLE 500 MAPLE AV N PURCELLVILLE , VA 20132 BUILDING SIZE: 23740 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 2009 Yr Renv.	FIRE & RESCUE SVCS.

5308 SETTLE-DEAN HOUSE 25925 LOUDOUN COUNTY PKWY 42834 BRADDOCK ROAD CHANTILLY , VA 20152 BUILDING SIZE: 608 SqFt	Purchased Appr. Date: 01/01/2008	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5312 FIRE-RESCUE - HIGH BAY TRAINING BUILDING 16595 - A COURAGE COURT LEESBURG , VA 20175 BUILDING SIZE: 19875 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: Yr Renv.	FIRE & RESCUE SVCS.
5314 SHERIFF - EASTERN LOUDOUN SUBSTATION 46620 FREDERICK DR E ROLLING RIDGE STERLING , VA 20164 BUILDING SIZE: 19272 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 2009 Yr Renv.	SHERIFF'S OFFICE
5317 FIRE-RESCUE STN 22 - LANSDOWNE 19485 SANDRIDGE WY LEESBURG , VA 20176 BUILDING SIZE: 11828 SqFt	Purchased	Yr Built: Yr Renv.	FIRE & RESCUE SVCS. SHERIFF'S OFFICE
5322 FIRE-RESCUE STN 9 - BRAMBLETON 23675 BELMONT RIDGE RD LAND BAY 3, PHASE 1, PARCEL B-1 ASHBURN , VA 20148 BUILDING SIZE: 25790 SqFt	Purchased	Yr Built: Yr Renv.	FIRE & RESCUE SVCS.
5324 SHERIFF - WESTERN LOUDOUN STATION 47 LOUDOUN ST W ROUND HILL , VA 20141 BUILDING SIZE: 8775 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: Yr Renv.	SHERIFF'S OFFICE
5348 PARK - HANSON MEMORIAL 23862 EVERGREEN MILLS RD ASHBURN , VA BUILDING SIZE: 0 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: Yr Renv.	

5355 MULTI TENANT - 801 SYCOLIN RD. SE 801 SYCOLIN RD. SE LEESBURG , VA 20175 BUILDING SIZE: 71025 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 2006 Yr Renv.	Deli #101 EMERGENCY OPERATIONS CENTER FIRE & RESCUE SVCS. GENERAL SERVICES Loudoun Credit Union #105
5356 SHERIFF'S HEADQUARTERS AND ADMIN BLDG 803 SYCOLIN RD., SE LEESBURG , VA 20175 BUILDING SIZE: 71025 SqFt	Purchased Appr. Date: 12/14/2010	Yr Built: 2001 Yr Renv.	SHERIFF'S OFFICE
5362 LIBRARY - GUM SPRING CONDO 24600 MILLSTREAM DR #100 SUITE 100 Stone Ridge , VA 20105 BUILDING SIZE: 40242 SqFt	Purchased	Yr Built: Yr Renv.	LIBRARY SERVICES
5366 FIRE-RESCUE STN 24 - KINCORA 45900 RUSSELL BRANCH PARKWAY STATION 624-635 STERLING , VA 20166 BUILDING SIZE: 17710 SqFt	Purchased	Yr Built: Yr Renv.	FIRE & RESCUE SVCS.
5367 FIRE-RESCUE STN 26 - LOUDOUN HEIGHTS 13345 HARPERS FERRY RD PURCELLVILLE , VA 20132 BUILDING SIZE: 11851 SqFt	Purchased Appr. Date: 01/01/2012	Yr Built: 2005 Yr Renv.	FIRE & RESCUE SVCS.
5368 EASTERN LOUDOUN ADULT DAY CARE CENTER 45140 BLES PARK DRIVE ASHBURN , VA 20147 BUILDING SIZE: 4500 SqFt	Purchased Appr. Date: 01/01/2012	Yr Built: 2011 Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5375 MOOREFIELD STATION COMMUNITY PARK 43240 CLARENDON SQUARE ASHBURN , VA 20148 BUILDING SIZE: 0 SqFt	Purchased	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5402 SHERIFF - ASHBURN SUBSTATION 20272 Savin Hill Drive ASHBURN , VA 20147 BUILDING SIZE: 19147 SqFt	Purchased	Yr Built: Yr Renv.	SHERIFF'S OFFICE

5418 ROUND HILL AQUATIC CENTER 17010 Evening Star Drive Round Hill , VA 20141 BUILDING SIZE: 9756 SqFt	Purchased	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5436 MILLER DRIVE 1 748-750 MILLER DRIVE LEESBURG , VA 20175 BUILDING SIZE: 91450 SqFt	Purchased	Yr Built: Yr Renv.	BUILDING AND DEVELOPMENT ELECTORAL BOARD EXTENSION HEALTH DEPARTMENT INFORMATION TECHNOLOGY
5437 MILLER DRIVE II 751 MILLER DRIVE LEESBURG , VA 20175 BUILDING SIZE: 87706 SqFt	Purchased	Yr Built: 1987 Yr Renv.	ADULT PROBATION (STATE AGENCY) FIRE & RESCUE SVCS. GENERAL SERVICES
5448 TRANSPORTATION AND CAPITAL INFRASTRUCTURE 101 SE BLUE SEAL DRIVE Suite 102 LEESBURG , VA 20175 BUILDING SIZE: 37000 SqFt	Purchased	Yr Built: 2001 Yr Renv.	TRANSPORTATION&CAPITAL INFRASTRUCTURE
5449 GENERAL DISTRICT COURTS COMPLEX 2 CHURCH STREET LEESBURG , VA 20175 BUILDING SIZE: 95000 SqFt	Purchased	Yr Built: Yr Renv.	
5454 PRCS ADMINISTRATION 742 MILLER DRIVE LEESBURG , VA 20175 BUILDING SIZE: 27945 SqFt	Purchased	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
5461 FIRE-RESCUE STN 27 - KIRKPATRICK 41380 GARDENIA DRIVE ALDIE , VA 20105 BUILDING SIZE: 17784 SqFt	Purchased	Yr Built: Yr Renv.	FIRE & RESCUE SVCS.
5466 TEMP HOME OF STERLING COMMUNITY CENTER 150 ENTERPRISE ST STERLING , VA 20164 BUILDING SIZE: 5400 SqFt	Purchased	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.

5467 ASHBURN SENIOR CENTER 20880 MARBLEHEAD DRIVE ASHBURN , VA 20147 BUILDING SIZE: 16866 SqFt	Purchased	Yr Built: Yr Renv.	
5487 UNION STREET aka FORMER DOUGLAS ELEMENTARY 20 UNION STREET LEESBURG , VA 20177 BUILDING SIZE: 9120 SqFt	Purchased	Yr Built: Yr Renv.	
5488 EDWARDS FERRY ROAD ANNEX 114 EDWARDS FERRY ROAD NE Leesburg , VA 20176 BUILDING SIZE: 3308 SqFt	Purchased	Yr Built: Yr Renv.	SHERIFF'S OFFICE
5501 ANIMAL SHELTER (NEW) 42225 ADOPTION DRIVE LEESBURG , VA 20175 BUILDING SIZE: 22500 SqFt	Purchased	Yr Built: 2020 Yr Renv.	American Forest & Paper Assoc. #201
8101 FIRE-RESCUE STN 1 - LEESBURG/LOUDOUN 215 LOUDOUN ST SW LEESBURG , VA 20175 BUILDING SIZE: 16054 SqFt	Purchased	Yr Built: 1111 Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8104 FIRE-RESCUE STN 4 - ROUND HILL 4 MAIN STREET ROUND HILL , VA 20141 BUILDING SIZE: 4637 SqFt	Purchased	Yr Built: 1111 Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8106 FIRE-RESCUE STN 6 - ASHBURN 20688 ASHBURN ROAD RT 641 ASHBURN , VA 20147 BUILDING SIZE: 17200 SqFt	Purchased	Yr Built: 1993 Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8107 FIRE-RESCUE STN 7 - ALDIE - FIRE 39459 JOHN MOSBY HWY ROUTE 50 ALDIE , VA 201052035 BUILDING SIZE: 4144 SqFt	Purchased	Yr Built: 1111 Yr Renv.	VOLUNTEER FIRE DEPARTMENT

8108 FIRE-RESCUE STN 8 - PHILOMONT - FIRE 36560 JEB STUART ROAD ROUTE 630 PHILOMONT , VA 20131 BUILDING SIZE: 5128 SqFt	Purchased	Yr Built: 1111 Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8110 FIRE-RESCUE STN 10 - LUCKETTS - FIRE 42367 LUCKETTS ROAD RT.662 LEESBURG , VA 20175 BUILDING SIZE: 5640 SqFt	Purchased	Yr Built: 1960 Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8112 FIRE-RESCUE STN 12 - LOVETTSVILLE 12837 BERLIN TURNPIKE ROUTE 287 LOVETTSVILLE , VA 20180 BUILDING SIZE: 17352 SqFt	Purchased	Yr Built: 1975 Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8113 FIRE-RESCUE STN 13 - LOUDOUN COUNTY RESCUE 143 CATOCTIN CIRCLE, SE PO BOX 1178 LEESBURG , VA 20177 BUILDING SIZE: 13754 SqFt	Purchased	Yr Built: 1972 Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8117 FIRE-RESCUE STN 17 - HAMILTON - RESCUE STN 5 39077 E COLONIAL HWY HAMILTON , VA 20158 BUILDING SIZE: 17592 SqFt	Purchased	Yr Built: 2005 Yr Renv.	FIRE & RESCUE SVCS. VOLUNTEER FIRE DEPARTMENT
8255 FIRE-RESCUE STN 20 - LEESBURG - FIRE PLAZA 61 PLAZA STREET NE LEESBURG , VA 20176 BUILDING SIZE: 10200 SqFt	Purchased	Yr Built: Yr Renv.	VOLUNTEER FIRE DEPARTMENT
8256 FIRE-RESCUE STN 18/25 - CASCADES 46700 MIDDLEFIELD DRIVE STERLING , VA 20165 BUILDING SIZE: 24884 SqFt	Purchased	Yr Built: 1997 Yr Renv.	VOLUNTEER FIRE DEPARTMENT

5059 GROUP HOME - 11TH STREET-300A PURCELLVILLE , VA 20132 BUILDING SIZE: 1320 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 1986 Yr Renv.	MH, MR & SA
5060 GROUP HOME - 220/222 W. MAIN PURCELLVILLE , VA 20132 BUILDING SIZE: 2871 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1933 Yr Renv. 1986	MH, MR & SA
5132 GROUP HOME - 106 KENNEDY STERLING , VA 20164 BUILDING SIZE: 2128 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1974 Yr Renv.	MH, MR & SA
5150 GROUP HOME - POTOMAC LAKES- KENTWELL PL. STERLING , VA 20165 BUILDING SIZE: 3546 SqFt	Purchased	Yr Built: 1993 Yr Renv.	MH, MR & SA
5157 GROUP HOME - MIRROR RIDGE,SUGARLAND RUN STERLING , VA 20164 BUILDING SIZE: 5402 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: Yr Renv.	MH, MR & SA
5164 GROUP HOME - ASHBURN FARM 43204 ASHBURN , VA 20147 BUILDING SIZE: 2281 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: Yr Renv.	MH, MR & SA
5165 GROUP HOME - ASHBURN FARM 43208 ASHBURN , VA 20147 BUILDING SIZE: 2281 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1994 Yr Renv.	MH, MR & SA
5166 GROUP HOME - CASCADES/POTOMAC TERRACE STERLING , VA 20165 BUILDING SIZE: 3987 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: Yr Renv.	MH, MR & SA
5200 GROUP HOME - ARROWWOOD PLACE ROUND HILL , VA 20141 BUILDING SIZE: 2500 SqFt	Purchased Appr. Date: 01/01/2006	Yr Built: Yr Renv.	MH, MR & SA
5223 GROUP HOME - 606 MARSHALL DRIVE LEESBURG , VA 20176 BUILDING SIZE: 1197 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: Yr Renv.	MH, MR & SA
5243 GROUP HOME - 410 E ST EAST PURCELLVILLE , VA 20132 BUILDING SIZE: 2464 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 1966 Yr Renv.	MH, MR & SA

5248 GROUP HOME - SWEET ANDREA - BRAMBLETON ASHBURN , VA 20148 BUILDING SIZE: 3872 SqFt	Purchased Appr. Date: 11/18/2007	Yr Built: 2005 Yr Renv.	MH, MR & SA
5249 GROUP HOME - STONE RIDGE - PEPPERBUSH ALDIE , VA 20105 BUILDING SIZE: 3375 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: Yr Renv.	MH, MR & SA
5264 GROUP HOME - HEDGE GROW TERRACE ASHBURN , VA 201475441 BUILDING SIZE: 1880 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1988 Yr Renv.	MH, MR & SA
5268 GROUP HOME - ASHBURN FARM - 21264 ASHBURN , VA 201475440 BUILDING SIZE: 1722 SqFt	Purchased Appr. Date: 03/16/2007	Yr Built: 1988 Yr Renv.	MH, MR & SA
5269 GROUP HOME - ASHBURN FARM 43814 ASHBURN , VA 201475444 BUILDING SIZE: 1839 SqFt	Purchased Appr. Date: 01/01/2007	Yr Built: 1988 Yr Renv.	MH, MR & SA
5282 GROUP HOME - ASHBURN FARM 43503 ASHBURN , VA 20147 BUILDING SIZE: 1840 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1991 Yr Renv.	MH, MR & SA
5283 GROUP HOME - ASHBURN FARM 43611 ASHBURN , VA 20147 BUILDING SIZE: 2090 SqFt	Purchased Appr. Date: 01/01/2011	Yr Built: 1991 Yr Renv.	MH, MR & SA
5021 LANDFILL 21101 EVERGREEN MILLS RD VALUE FOR SCALE HOUSE LEESBURG , VA 20175 BUILDING SIZE: 4460 SqFt	Purchased Appr. Date: 01/01/2012	Yr Built: 1970 Yr Renv.	GENERAL SERVICES
5343 LANDFILL MAINTENANCE BLDG 20933 EVERGREEN MILLS RD LEESBURG , VA 20175 BUILDING SIZE: 3483 SqFt	Purchased	Yr Built: 2009 Yr Renv.	GENERAL SERVICES

7001 RECYCLING CENTER - LANDFILL 21101 EVERGREEN MILLS ROAD LEESBURG , VA 20175 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	
7001 RECYCLING CENTER - LANDFILL 21101 EVERGREEN MILLS ROAD LEESBURG , VA 20175 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	
7002 RECYCLING CENTER - PHILOMONT 36560 JEB STUART ROAD PHILOMONT , VA 20131 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	
7003 RECYCLING CENTER - LUCKETTS ELEMENTARY 14550 JAMES MONROE HIGHWAY LUCKETTS , VA 20176 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	VACANT
7004 RECYCLING CENTER - MICKIE GORDAN MEMORIAL PARK 23229 CARTERS FARM LANE MIDDLEBURG , VA 20117 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	
7005 RECYCLING CENTER - PARKVIEW 400 WE. LAUREL AVE STERLING , VA 20164 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	
7006 RECYCLING CENTER - ARCOLA 24244 STONE SPRINGS BLVD ROUTE 659 ARCOLA , VA 20107 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	
7007 RECYCLING CENTER - CENTRAL WESTERN LOUDOUN 38159 COLONIAL HIGHWAY HAMILTON , VA 20158 BUILDING SIZE: 0 SqFt		Yr Built: Yr Renv.	

ATTACHMENT 2 PUBLIC PARKING

ATTACHMENT 2 - Public Parking

Public Parking & Location	Purchase / Lease Information	Built / Renovate	Tenants
5328 PARK & RIDE - ASHBURN NORTH 45151 RUSSELL BRANCH PKWY 190 PARKING SPACES ASHBURN , VA 20147 BUILDING SIZE: 60800 SqFt	Purchased Appr. Date: 01/01/2008	Yr Built: Yr Renv.	TRANSPORTATION
5332 PARK & RIDE - LEESBURG 42152 CLAUDIA DRIVE 691 PARKING SPACES LEESBURG , VA 20175 BUILDING SIZE: 221120 SqFt	Purchased	Yr Built: Yr Renv.	TRANSPORTATION
5354 PARK & RIDE - EAST GATE 43664 Tall Cedars Parkway 281 parking spaces Chantilly , VA 20152 BUILDING SIZE: 89920 SqFt	Purchased	Yr Built: Yr Renv.	
5365 PARK & RIDE - DULLES SOUTH (VILLAGE CENTER) 24499 MILLSTREAM DRIVE 100 PARKING SPACES ALDIE , VA BUILDING SIZE: 80000 SqFt	Purchased Appr. Date: 07/27/2011	Yr Built: Yr Renv.	TRANSPORTATION
5435 PARK & RIDE - DULLES TOWN CENTER 21021 ATLANTIC BLVD 300 PARKING SPACES STERLING , VA 20166 BUILDING SIZE: 96000 SqFt	Purchased	Yr Built: Yr Renv.	
5450 PENNINGTON PARKING STRUCTURE 210 CHURCH STREET NE Leesburg , VA 20175 BUILDING SIZE: 223435 SqFt	Purchased	Yr Built: Yr Renv.	TRANSPORTATION

Total: 13

5478 PARK & RIDE - STONE RIDGE II 24281 MILLSTREAM DRIVE 300 PARKING SPACES ALDIE , VA 20105 BUILDING SIZE: 96000 SqFt	Purchased	Yr Built: Yr Renv.	
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5482 Park & Ride - Broadlands 772 43442 Moorefield Blvd. Ashburn, VA 20148	Purchased	
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5327 Park & Ride - Harmony (Scott Jenkins Memorial) 39480 Colonial Hwy E Hamilton, VA	Proffered	
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5458 - Park & Ride - One Loudoun 20360 Savin Hill Dr Ashburn, VA	Proffered	
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5493 - Ashburn South Metro Garage 43625 Croson Lane Ashburn, VA	Proffered - 9.21.16	
5505 - Brambleton Park & Ride 42790 Creighton Rd. Ashburn, VA	Purchased	
5500 - Loudoun Gateway Metro Garage 22495 Lockridge Rd Sterling, VA	Purchased	

ATTACHMENT 3
PARKS – (SEE SEPARATE MS EXCEL SPREADSHEET)

ATTACHMENT 4 LEASED FACILITIES –

ATTACHMENT 4_Leased Facilities

Facility & Location	Lease	Built / Renovate	Tenants
6019 COMMUNITY CENTER - DOUGLASS 407 MARKET ST E LEESBURG , VA 20175 BUILDING SIZE: 13996 SqFt	Lease Start: 07/01/2010 L. Expires: 06/30/2022 Lease/SqFt: 0.00	Yr Built: Yr Renv.	PARKS, RECREATION AND COMMUNITY SVS.
6198 PLANNING AND ZONING 52 SYCOLIN RD. LEESBURG , VA 20175 BUILDING SIZE: 3800 SqFt	Lease Start: 01/01/2021 L. Expires: 12/31/2023 Lease/SqFt: 23.43	Yr Built: Yr Renv. 2015	CIVIL PROCESSING MH, SA & DS
6225 MHSADS @ TRAILVIEW 906 TRAILVIEW BOULEVARD Suite 100 LEESBURG , VA 20175 BUILDING SIZE: 22500 SqFt	Lease Start: 07/01/2021 L. Expires: 06/30/2022 Lease/SqFt: 23.43	Yr Built: 2000 Yr Renv.	INFORMATION TECHNOLOGY MH, SA & DS
6228 EASTERN SERVICE CENTER ONE 21641 RIDGETOP CIRCLE STERLING , VA 20166 BUILDING SIZE: 50637 SqFt	Lease Start: 11/23/2012 L. Expires: 02/17/2027 Lease/SqFt: 20.57	Yr Built: 2000 Yr Renv. 2003	BOARD OF SUPERVISORS COMMISSIONER OF REVENUE FAMILY SERVICES INFORMATION TECHNOLOGY MH, SA & DS TREASURER
6232 SURPLUS/RECORDS - CARDINAL PARK 14 CARDINAL PARK DRIVE UNITS 104, 105, 106 LEESBURG , VA 20175 BUILDING SIZE: 14400 SqFt	Lease Start: 08/01/2021 L. Expires: 07/31/2024 Lease/SqFt: 11.17	Yr Built: Yr Renv.	GENERAL SERVICES
6236 MHSADS PREVENTION & INTERVENTION DIVISION 54 SYCOLIN ROAD, SE LEESBURG , VA 20175 BUILDING SIZE: 4056 SqFt	Lease Start: 01/01/2021 L. Expires: 12/31/2023 Lease/SqFt: 23.43	Yr Built: Yr Renv.	MH, SA & DS

Total Leased facilities

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6277 SENIOR CENTER OF LEESBURG /LIBRARY NORTH ST 102 NORTH STREET, NW LEESBURG , VA 20176 BUILDING SIZE: 32600 SqFt	Lease Start: 07/01/2007 L. Expires: 06/30/2026 Lease/SqFt: 0.00	Yr Built: Yr Renv.	EMERGENCY OPERATIONS CENTER LIBRARY SERVICES PARKS, RECREATION AND COMMUNITY SVS.
6307 JDC, FAMILY SERVICES, HEALTH DEPT 45201 RESEARCH PLACE, BLDG. D SUITES 100, 110, 120 ASHBURN , VA 20147 BUILDING SIZE: 14733 SqFt	Lease Start: 05/01/2021 L. Expires: 04/30/2022 Lease/SqFt: 22.61	Yr Built: Yr Renv.	FAMILY SERVICES HEALTH DEPARTMENT JUVENILE AND DOMESTIC COURTS
6309 County Healthy Dept - EP&R/MRC 45201 RESEARCH PLACE, BLDG. D SUITES 130 ASHBURN , VA 20147 BUILDING SIZE: 2958 SqFt	Lease Start: 05/01/2021 L. Expires: 04/30/2022 Lease/SqFt: 24.96	Yr Built: Yr Renv.	HEALTH DEPARTMENT
6320 COMMUNITY CORRECTIONS OFFICES 107 LOUDOUN STREET LEESBURG , VA 20175 BUILDING SIZE: 6600 SqFt	Lease Start: 06/01/2021 L. Expires: 05/31/2022 Lease/SqFt: 30.90	Yr Built: Yr Renv.	COMMUNITY CORRECTIONS PROGRAM
6392 MHMR VOCATIONAL 908 TRAILVIEW Leesburg , VA 20175 BUILDING SIZE: 3745 SqFt	Lease Start: 07/01/2021 L. Expires: 06/30/2022 Lease/SqFt: 25.19	Yr Built: Yr Renv.	MH, MR & SA
6423 DEPARTMENT OF ECONOMIC DEVELOPMENT 43777 Central Station Suite 300 Ashburn , VA 20147 BUILDING SIZE: 9280 SqFt	Lease Start: 06/28/2016 L. Expires: 06/30/2026 Lease/SqFt: 9.19	Yr Built: Yr Renv.	ECONOMIC DEVELOPMENT
6424 STERLING LIBRARY 22330 S. Sterling Blvd Suite A117 Sterling , VA 20164 BUILDING SIZE: 14500 SqFt	Lease Start: 12/15/2015 L. Expires: 08/31/2036 Lease/SqFt: 15.77	Yr Built: Yr Renv.	LIBRARY SERVICES

6457 BRAMBLETON LIBRARY 22850 Brambleton Plaza Suites 100 & 200 Brambleton , VA 20148 BUILDING SIZE: 40000 SqFt	Lease Exp/Yr: 905,169.43 Lease Start: 09/24/2018 L. Expires: 09/24/2028 Lease/SqFt: 22.63	Yr Built: 2019 Yr Renv.	LIBRARY SERVICES
6476 COMMON WEALTH ATTORNEY 116 EDWARDS FERRY ROAD SUITE L LEESBURG , VA 20175 BUILDING SIZE: 1176 SqFt	Lease Start: 10/15/2020 L. Expires: 10/14/2021 Lease/SqFt: 27.86	Yr Built: Yr Renv.	COMMONWEALTH ATTORNEY
6477 COMMON WEALTH ATTORNEY 116 EDWARDS FERRY ROAD SUITE I LEESBURG , VA 20175 BUILDING SIZE: 2000 SqFt	Lease Start: 10/16/2020 L. Expires: 10/15/2021 Lease/SqFt: 24.04	Yr Built: Yr Renv.	COMMONWEALTH ATTORNEY
6490 DOUGLAS COMMUNITY CENTER - TEMPORARY 705 H EAST MARKET STREET LEESBURG , VA 20176 BUILDING SIZE: 8493 SqFt	Lease Start: 04/27/2021 L. Expires: 06/30/2023 Lease/SqFt: 24.00	Yr Built: Yr Renv.	
6491 WORK FORCE PLANNING 705 D & 705 E East Market Street Leesburg , VA 20176 BUILDING SIZE: 4457 SqFt	Lease Start: 04/27/2021 L. Expires: 07/31/2024 Lease/SqFt: 24.00	Yr Built: Yr Renv.	
6993 JACKSON PROFESSIONAL BUILDING 209 GIBSON STREET SUITES 202A and 202B LEESBURG , VA 20176 BUILDING SIZE: 7000 SqFt	Lease Start: 04/19/2019 L. Expires: 04/18/2022 Lease/SqFt: 24.14	Yr Built: Yr Renv.	BUILDING AND DEVELOPMENT COMMUNITY CORRECTIONS PROGRAM
6996 CATOCTIN ANNEX 106 Catoctin Circle SE Leesburg , VA 20175 BUILDING SIZE: 18068 SqFt	Lease Start: 05/14/2020 L. Expires: 09/13/2025 Lease/SqFt: 12.50	Yr Built: Yr Renv.	COMMISSIONER OF REVENUE HOUSING SERVICES
6153 RECYCLING CENTER - LOVETTSVILLE TWO BERLIN TURNPIKE LOVETTSVILLE , VA 20180 BUILDING SIZE: 0 SqFt	Lease Start: 08/01/2020 L. Expires: 07/31/2025 Lease/SqFt:	Yr Built: Yr Renv.	GENERAL SERVICES

6434 MHSAD APARTMENT 775 Gateway Drive SE #728 Leesburg , VA 20175 BUILDING SIZE: 900 SqFt	Lease Start: 05/19/2021 L. Expires: 05/21/2022 Lease/SqFt: 26.75	Yr Built: Yr Renv.	MH, SA & DS
6445 MHSAD APARTMENT #3 775 GATEWAY DRIVE #528 LEESBURG , VA 20175 BUILDING SIZE: 900 SqFt	Lease Exp/Yr: 22,512.00 Lease Start: 02/07/2021 L. Expires: 02/06/2022 Lease/SqFt: 25.01	Yr Built: Yr Renv.	
6469 MHSAD APARTMENT #4 775 GATEWAY DRIVE SE #525 LEESBURG , VA 20175 BUILDING SIZE: 900 SqFt	Lease Start: 06/05/2021 L. Expires: 06/04/2022 Lease/SqFt: 24.23	Yr Built: Yr Renv.	

March 24, 2023

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 570785

The following changes and/or additions shall be made to the original for the Request for Proposal (RFP) for the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan, RFQ 570785. Please acknowledge receipt of this addendum by signing and returning with your proposal.

1. Please note: The Acceptance Date is changed to read:
ACCEPTANCE DATE: Prior to 4:00 p.m., April 11, 2023, Local “Atomic” Time
2. Attached are the questions and answers received in response to the solicitation.
3. Section 3.D **BACKGROUND INFORMATION** shall be replaced in its entirety with the following:

D. *Current Need of ADA Self-Evaluation and Transition Plan.*

The County is seeking a qualified firm to assist with updating the County’s ADA Self-Evaluation and Transition Plan as well as access to the vendor’s existing software management tool to manage the Transition Plan at no additional cost. Staff training will be needed for the offeror’s software system.

The Self-Evaluation will identify programmatic and physical barriers that prohibit accessibility to persons with disabilities. The Transition Plan will define steps to achieve accessibility, provide a priority schedule, and identify the responsible staff for implementation of the ADA. The Transition Plan will also include prioritizing, budgeting, and executing of barrier removal. Currently, the County has an ADA Coordinator identified who will oversee contracts such as American Sign Language (ASL) interpreting services and Closed-Captioning services to provide accessible services to the public.

4. Section 4.0 shall be replaced in its entirety with the following:
Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. Failure to provide

any of the required documentation may be cause for the proposal to be deemed non-responsible and rejected.

Offerors shall demonstrate that they have experience in performing similar Americans With Disabilities Act (ADA) services. Offerors shall provide a list of at least three (3) prior projects within the last seven (7) years in which the firm provided relevant services similar to this assignment. The list shall include the following for each assignment:

- A. Name of client;
- B. Location (city and state);
- C. Name and brief description of project;
- D. Start and completion date;
- E. Contract value;
- F. Respondent's scope and role in the project; and
- G. Client reference for services provided including name, position, phone, and email.

Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

- 5. Section **5.0 SCOPE OF SERVICES** shall be updated to include the following sentence:

Please note that the County is not requesting professional engineering or surveying services as part of Phase 1.

- 6. Section 5.1 **ONLY SCOPE OF SERVICES** shall be deleted in its entirety and replaced with the following:

5.1 The Contractor shall update the County's ADA Self-Evaluation and Transition Plan, as well as provide the County access to the vendor's existing software management tool to manage the Transition Plan. Contractor shall provide training to staff on the software management tool system, all at no additional cost. All work performed under this Contract is owned by and belongs to the County. The Project shall be completed in two (2) phases.

- 7. Section 5.2.A.1 **ONLY SCOPE OF SERVICES** shall be deleted in its entirety and replaced with the following:

5.2 Phase Two: Requirements for the Transition Plan (Plan) and Software System Access.

- A. This phase consists of a Transition Plan which will identify and prioritize the access barriers, provide procedures, time schedule, identify level of efforts for staff and costs for remediation and document the methodology of the process.

The final Plan will serve as the primary tool for staff to identify existing and future accessibility needs, documentation of standards, and to provide guidance for future programs, services, and facilities.

1. Phase Two will also include access to a software system which allow staff to manage and track the Plan. The software system should be able to allow distribution of data publicly for the purpose of transparency.
8. Section 5.2.B.13 ONLY SCOPE OF SERVICES shall be deleted in its entirety and replaced with the following:
 13. A vendor-owned and operated software system to allow staff to manage and track the Transition Plan. The system shall include an electronic database of the information which shall include database-driven electronic monitoring, tracking, and management mechanism at project completion that allows for reviewing and updating progress in barrier removal, to include generating reports of such progress and annual compliance review checklist.
9. The evaluation criteria in Section 7.0 Evaluation of Proposals shall be replaced in their entirety with the following:

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:

- 7.1 Credentials and related experience (30 points)
- 7.2 Demonstrated ability to meet or exceed all applicable requirements per Section 5.0 (30 points)
- 7.3 References for whom comparable work has been performed (10 points)
- 7.4 Proposal content and format pursuant to the instructions in Section 8.0 (5 points)
- 7.5 Compliance with Contract Terms and Conditions contained in Section 6.0 (5 points)
- 7.6 Cost of services (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.

10. The instructions in Section 8.0 Proposal Submission Format shall be replaced in their entirety with the following:

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 evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

Proposals must contain the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. The original proposal should be bound.

8.1 Signature Page (10.0)

8.2 Proof of Authority to Transact Business Form

8.3 "How did you Hear" form

8.4 Table of Contents

8.5 Executive Summary Letter

A. The Contractor shall include an Executive Summary Letter that:

1. A commitment to perform the work as required in the RFP.
2. A statement that the Offeror has read and understands the RFP.
3. Any uniquely specific information the Contractor wishes to highlight.
4. Identification of the primary point of contact authorized to answer questions and make decisions regarding proposal.
5. **All proposals should include a table of contents and the associated tabs. Proposals must be bound.**

8.6 Response to Minimum Qualifications

8.7 Credentials and Related Experience of Firm and Key Personnel

A. Provide a brief history of the firm highlighting similar self-evaluation and transition plan projects. Information should

Americans With Disabilities Act (ADA) Self-Evaluation and Transition Plan

Addendum #1 RFP RFQ 570785

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reference work done by your firm, any proposed subcontractor, as well as any collaborative efforts by the parties.

- B. Demonstrated experience and knowledge in developing ADA Self-Evaluation and Transition Plans as per Federal and Commonwealth of Virginia state codes as well as experience in Federal and State accessibility standards to include:
 - 1. Americans with Disabilities Act;
 - 2. State of Virginia Building Code Accessibility Standards;
 - 3. U.S. Access Board Architectural Barriers Act Guidelines for Outdoor Developed Areas;
 - 4. U.S. Forest Service Outdoor Recreation Accessibility Guidelines.
- C. Provide information that demonstrates your firm's understanding of local government programs and services as well as hands-on experience guiding local government agencies and other large entities similar in size to the County, through the planning, implementation and successful completion of a ADA self-evaluation and transition plan.

Additionally, please include of sample of a transition plan that you have completed for a jurisdiction similar to the size of Loudoun County. This sample can be provided via a hyperlink or website address to the actual transition plan location or, if in print form, no more than four (4) pages.
- D. Discuss your firm's experience in working with all levels of management in similar projects. Additionally, discuss your firm's experience in presenting findings and recommendations to members of the public and governing bodies/boards.
- E. Provide a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.
- F. Project staffing.
 - 1. Offeror must provide a staffing qualifications matrix for its team to include name, position, position description, role in project and confirmation of applicable qualifications in 4.1, items A through D.

2. List the personnel to be assigned to this project along with a resume for each. Describe their related experience, role on the project, their titles, job description experience, and period of service with the team if applicable.
3. If using subcontractors, explain their role on the project, and list the subcontractor personnel to be assigned and their titles, experience, and period of service with the team. If applicable, describe projects of similar scope that all team members have worked on together in the past.
4. Include an organization chart with names of proposed project members and the major project areas of concentration or responsibility of each project member. If subcontractors will be used, they shall be identified in the chart as such, with staff from the subcontractors shown.
5. Provide a staffing qualifications matrix for its team to include name, position, position description, role on the project, and demonstration of offeror's staff's applicable qualifications outlined in Section 8.7.
6. Indicate the percentage of time key staff (Contractor and subcontractors) will be spending on this project versus other projects, including any variation in availability over the duration of the proposed schedule.
7. Indicate the other major project commitments (current and projected) of the team members involved, the anticipated completion dates for current projects, and the anticipated start to finish dates for projected projects.
8. Describe proposed coordination with the County, and key staff's accessibility to County staff.
9. Provide a table with the estimated labor hours by personnel proposed for the project for each task identified in the Scope of Services. All pertinent and relevant assumptions that may affect the proposed hours shall be clearly listed in this section.

8.8 Demonstrated ability to meet or exceed all applicable requirements;
Proposed Approach and Methodology

- A. Describe in detail your understanding of the project and your overall ability to meet/exceed each requirement stated in Section 5.0 Scope of Services and address each one.
- B. Provide a summary of the overall approach and strategies intended to complete the tasks and deliverables for each Phase.
- C. Provide a schedule that identifies milestones and deliverables by Phase by task and by month based upon the anticipated award date.
- D. Describe the assumptions made concerning the nature and extent of the County staff contribution at key points throughout the project.
- E. Describe how your firm would approach the assessment task. Provide a preliminary list of data needed from the County as part of the proposal and discuss what tools your firm would use to effectively collect the needed data.
- F. Describe the method and frequency of communication and coordination with County Staff. How would you keep the County informed of the progress without overcommunicating? Provide specifics as to which meetings would be conducted onsite versus remote.
- G. Describe the method your firm would approach to assess accessibility of facilities.
- H. Implementation plan for the tasks described in the scope of services for the requested locations (**Attachment 1**) and any recommended revisions or additions to the list of tasks;
- I. The Contractor scope of work should provide a realistic approach and timeline for completing both Phases One and Two of the Project. The Contractor is encouraged to include suggestions or supplemental tasks which may enhance the Project, streamline the scope of work, improve cost effectiveness, or lead to a better-quality finished product or process. State all assumptions clearly. Include the coordination, decisions, products, data and any other information that the Contractor expects from County staff.

8.9 Compliance with Terms and Conditions

Statement of compliance with the Contract Terms and Conditions included in Section 6.0. Any deviations and /or additions should be clearly noted along with justification.

8.10 Cost of Services

- A. Provide a detailed cost proposal on Pricing Page – Appendix A based upon the items listed in Section 5.1, to be broken down by phase by task, labor category, and hours. The cost proposal shall include the total number of hours and number of hours by task and project personnel. Specify key personnel by name and other personnel either by name or position/function.
 - B. The cost breakdown shall include all overhead costs, travel, postage, meetings, and other incidentals.
 - C. Provide hourly rates for all personnel. These hourly rates will be used for any as-need services beyond the specific tasks and deliverables identified in Section 5.1 as well as any tasks needed under Section 5.2.
- 11. Section 9.10 References shall be replaced in its entirety.
 - 12. Section 10.0 Proposal Submission Form shall be replaced in its entirety with the attached and incorporated Section 10.0 Revised Signature Page.

Prepared By: s/Diane C. Smith, NIGP-CPP/CPPB Date: March 24, 2023

Acknowledged By: _____ Date: _____

QUESTIONS AND ANSWERS

Q1. Are offerors required to provide professional services in accordance with the Virginia Public Procurement Act?

A1. No, the RFP has been updated to reflect that this solicitation is for non-professional services as defined by the language in the Virginia Public Procurement Act.

Q2. Can the County provide number of signalized intersections, number of curb ramps, and linear miles of sidewalks to be assessed for the public rights-of-way?

A2. Most of the rights-of-way in the County have been dedicated to the Board of Supervisors and have been accepted by VDOT for maintenance. Therefore, VDOT is responsible for maintaining signalized intersections along public roads. VDOT has produced a map that provides data on curb ramp conditions. Please find below the link to the map: [VDOT ADA Curb Ramp Condition Map | Virginia Roads](#)

The County has several [active transportation projects](#) that are currently under construction; the county is responsible for maintaining those roads and a couple of recently projects that have not yet been accepted by VDOT for maintenance. The public can view the design plans on Loudoun On-line Land Application system, <https://www.loudoun.gov/lola>

Please consider the chart below in the scope of the Self-Evaluation and Transition Plan.

Sidewalks and Trails	3-5 miles/year
Roads	Approx. 13 miles (Lane miles)
Signals Under Construction: 12-18 signals/year	

Q3. Section 5.1.B, the RFP lists requirement for data elements as well as the database the contractor is to provide “at no additional cost”. Is this database a separate deliverable from the software management tool described elsewhere in the RFP?

A3. The County’s intent is that the data can be accessed/exported from the primary database into a system of the County’s (Power BI, SSRS, Data Warehouse) at no additional cost to the County.

It can be a separate deliverable or part of a larger software management tool that uses a database with this information; thereby allowing for no-cost to the County.

- Q4. Section 5.2.A.1, the RFP states: "Phase Two will also include a software system to allow staff to manage and track the Plan or a plan to use an existing County facility tracking software system." Is the County asking the offeror to propose a software system as part of the current proposal, or use an existing software system? What is the "existing County facility tracking software system"?

A4. The information in Section 5.1.B has been updated to clarify the County's requirements.

- Q5. In sections 5.2.B.13/14/15 – the document describes some very specific architecture and security requirements for a commercial-off-the-shelf software product. Does the county already own such a product, or has the county evaluated a product that meets these specific requirements? If so, what is that software product?

A5. The information in Section 5.1.B has been updated to clarify the County's requirements.

- Q6. The Pricing Page – Appendix A – (Tasks 5.1 and 5.2)" does not include a section for pricing software. What is the County's expectation regarding how software pricing should be handled?

A6. The software access should be at no cost to the County.

- Q7. Are firms able to protect the pricing information in the proposal as proprietary information? Can the County elaborate on what firms may mark as propriety?

A7. Pricing is not considered "proprietary" in accordance with the Code of Virginia § 2.2-4342. *Public Inspection of Certain Records*: "A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices."

Please refer to the Code of Virginia Section § 2.2-4342. *Public Inspection of Certain Records* for additional content. This information is available at the link below:

<https://law.lis.virginia.gov/vacode/2.2-4342/>

**UPDATED SECTION 10.0
REVISED SIGNATURE PAGE**



Loudoun County, Virginia

Division of Finance and Budget
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

10.0 AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

REVISED SIGNATURE PAGE

THE FIRM OF: _____

Address: _____

FEIN _____

PRICING INFORMATION

TOTAL PRICE FROM PRICING PAGE – APPENDIX A

\$ _____

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 (9.20):	_____
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. | Response to Proposal Submission Format – 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.