



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### STATE LOBBYING SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., August 2, 2021 "Atomic" Time

RFP NUMBER: RFQ 421782

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

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

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

Issue Date: July 9, 2021

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

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Prepared By: Diane C. Smith, NIGP-CPP, CPPB Date: July 9, 2021  
Assistant Purchasing Agent

# STATE LOBBYING SERVICES

## 1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to solicit proposals from highly experienced firms representing the interests of and assisting Loudoun County with its legislative program and state initiatives, throughout the calendar year. The prospective consultant(s) and/or government relations firm(s) should have business relationships with the Executive Branch of the Commonwealth of Virginia and its reporting agencies and departments and should have experience in effectively lobbying issues on both sides of the aisle in both the Virginia House of Delegates and Virginia Senate.

## 2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Contractor'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 Loudoun County is the third-most populous County in the Commonwealth of Virginia with an estimated population of 423,046 and has one of the highest median household incomes in the United States. Loudoun is home to Dulles International Airport, the Washington Football Team NFL franchise, as well as many companies, like, Northrop Grumman, Howard Hughes Medical Institute, and Telos. Loudoun is also home to more than 25 million square feet of data centers with another 4 million in development, and has a robust rural economy that includes food production, equine activities, and many craft beverage locations.
- 3.2 The County government is seated in Leesburg, Virginia and operates under the traditional county administrator/board of supervisors form of government. There are nine (9) elected Board members including a Chair who is elected at large. There are seven (7) incorporated municipalities (towns) within boundaries of Loudoun County and multiple unincorporated areas including large planned urban developments. More information including a complete demographic profile may be found on the County's website at [www.loudoun.gov](http://www.loudoun.gov).
- 3.3 The County prepares an annual legislative program that outlines the priorities (including budget priorities), legislative initiatives, administrative initiatives, and policy issues of importance to the County. The current legislative program can be found at [www.loudoun.gov/legislative](http://www.loudoun.gov/legislative). This program, approved by the Board of Supervisors, is developed by the

County's Legislative Liaison in consultation with the contractor. The Legislative Liaison serves as the County Administrator's representative on legislative issues.

- 3.4 Loudoun County has significant interest in the legislative and budget activities of the Virginia General Assembly each session. This requires an on-site consultant(s) or firm in Richmond during the General Assembly Session, including special sessions, to assist the Legislative Liaison of the County in monitoring and lobbying for bills; budget actions; and legislative studies as well as attend or coordinate meetings. The Contractor would perform services between General Assembly Sessions at the direction of the County, including assisting the County with communicating with the Administration and executive agencies. The County actively participates in the Virginia Association of Counties (VACo) and the Virginia Municipal League (VML) and is a member of both the Northern Virginia Transportation Authority (NVTa) and Northern Virginia Transportation Commission (NVTC).

#### **4.0 CONTRACTOR'S MINIMUM QUALIFICATIONS**

Contractors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Contractors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

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

- 4.1. Offerors must provide evidence that they have been in business providing similar services for at least the last five (5) years.
- 4.2. Offerors must provide three (3) references for whom similar services in the Commonwealth of Virginia have been performed. This list shall include locality 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.

#### **5.0 SCOPE OF SERVICES**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. Contractor must be able to provide:

- 5.1 Services to be provided by the Contractor may include, but are not limited to, the following:
  - A. Assist the Loudoun County Board of Supervisors ("Board") in the formulation of its state legislative program for the upcoming Virginia General Assembly sessions prior to the session opening to include:

1. Working with the County's Legislative Liaison in identifying legislative or administrative issues and/or strategies in department or agency functional areas for the Board's draft legislative program;
  2. Assisting the legislative liaison in vetting legislative initiatives proposed by the Board and departments; and
  3. Working with the Legislative Liaison to finalize all positions in conjunction with the Board's Legislative Contacts (currently Chair-At-Large and Vice Chair of the Board) to achieve consensus, where possible.
- B. Assist the Legislative Liaison with obtaining sponsors and co-sponsors for legislation, when and where feasible, for all bills that are part of the County's adopted legislative program.
- C. Work with members of the General Assembly to ensure that legislation reflecting the Board's legislative initiatives is drafted and filed to meet session deadlines.
- D. Assist the Legislative Liaison with monitoring all pertinent legislation throughout the regular and special legislative sessions of the Virginia General Assembly including but not limited to bills that are part of the County's legislative package and those that impact the County fiscally and operationally.
- E. Actively lobby Virginia General Assembly members and officials prior, during and post-session; executive branch and legislative officials including but not limited to elected officials, staff, and appointed officials and other persons as required.
- F. Testify on behalf of the County before committees and subcommittees of the House of Delegates and the Senate regarding the County's legislative initiatives and positions on specific legislation as directed by the Legislative Liaison.
- G. Maintain effective communications as appropriate and as necessary to promote the Board's legislative program for the entire Contract period, including but not limited to the following individuals and/or organizations:
1. The Board's appointed Legislative Contacts;
  2. The County's legislative liaison and County Administration Staff;
  3. The County's delegation to the Virginia General Assembly;
  4. The Northern Virginia Regional Legislative Liaisons;

5. The County' Constitutional Officers, Officers of the Court, Administration, and other Department and Agency Staff;
  6. Virginia Association of Counties Staff;
  7. Virginia Municipal League Staff;
  8. Coalition of High Growth Communities; and
  9. Transportation agencies such as the NVTa and NVTC.
- H. Work with Legislative Liaison to ensure consistency of message and action on behalf of the Board and Staff.
- I. Perform efficient and effective review of any legislation that may fiscally or operationally impact the County and provide sound judgment of what truly matters and is important to the County's overall strategy.
- J. Assist in monitoring the state budget impacts to localities, including all appropriations.
- K. Assist in proposing state budget appropriations as required for the County as agreed upon by the Board.
- L. Advise the County and its officials as necessary on effective legislative strategies needed to maintain success.
- M. Assist in drafting and/or reviewing legislative items for the Board business meeting, directed correspondence, and talking points as necessary throughout the Contract period.
- N. Work effectively and collectively with other lobbyists including those of other localities and organizations to form coalitions to support, defend or eliminate legislation or budget items that impacts the County in support of the Board's established position.
- O. Communicate to the Legislative Liaison any important legislative, policy or administrative meeting dates and opportunities based upon the best judgment of the Contractor for active participation by the County and assist as necessary.
- P. Maintain pre-Board business meeting teleconferences, or face to face appearances at Board business meetings, at direction of the legislative liaison, to provide the County updates on their legislative package in addition to other pertinent legislation or issues that may affect them or their constituents prior and throughout the session including necessary post-mortem wrap ups and veto override periods.

- Q. Provide reports, as agreed upon by the Legislative Liaison, during the General Assembly Session that can be disseminated to the Board, the Loudoun General Assembly delegation, and the County's Leadership Team.
- R. Act as the County's representative, if possible, at any pertinent administrative, policy or legislative meeting where County members are not able to attend or participate and a County representative is necessary.
- S. Assist the County whether present or not at all major local government related State legislative conferences and policy committees (i.e., VML VACo, etc.) on successful strategies that maintain the County's established positions throughout the year.
- T. Maintain presence as necessary at all important legislative and/or policy committee meetings and legislative liaison meetings when applicable and possible.
- U. Maintain good relations with the County and its officials regardless of their singular or collective position on issues.
- V. Maintain good relations with the Loudoun County delegation and other members within the General Assembly, in addition to members of the executive and judicial branch.
- W. Maintain good relations with the County's Constitutional Officers and all County Staff.
- X. Assist in briefings of the County's Department heads and other Senior Staff on the legislative process, strategy, and agenda per the direction of the Legislative Liaison.
- Y. Maintain good records for all electronic communications and pertinent files as necessary to ensure continuity beyond the Contract period.
- Z. Maintain and meet any and all applicable Freedom of Information requests including all media inquiries when and where possible.
- AA. Assist the Legislative Liaison with research on current and past legislative issues adopted by the Board to serve as a base of knowledge for the future.
- AB. Speak and/or represent only the Board majority positions on any and all pertinent issues.

- AC. Assist the County with issues that may arise between the County and the executive branch or other state boards and commissions, including but not limited to policy or regulatory actions.
- AD. Assist the Legislative Liaison with monitoring studies between sessions that may impact the County and participate when appropriate.
- AE. Provide any required lobbyist disclosure reports or other State required documents with the Commonwealth of Virginia in a timely fashion at no additional cost to the County.
- AF. Provide such other assistance, advice, consultation as appropriate and requested.
- AG. Upon the completion of the contract award, participate in a Contract Kick-Off Meeting hosted by the County.

5.2 The County shall provide the following:

- A. The Legislative Liaison, as the representative of the County Administrator, will take lead on the development of the Board's annual Legislative Program, including formulating the draft program and presenting it to the Board in September of each year.
- B. Organize an annual meeting between the Board and Virginia Delegation that highlights the Board's Legislative and budget priorities for the upcoming session.
- C. The County will be responsible, with assistance from the Contractor, to communicate with the following:
  - 1. The County's Constitutional Officers, Officers of the Court, Administration, and other Departmental and Agency Staff;
  - 2. Local Government Organization such as the Virginia Municipal League, Virginia Association of Counties, and the National Association of Counties.
  - 3. Regional transportation bodies such as the Northern Virginia Transportation Commission and the Northern Virginia Transportation Authority;
  - 4. County's federal relations and lobbying firm; and
  - 5. Other persons and County organizations as required, i.e., Loudoun Chamber of Commerce, Loudoun Economic Development Commission, the Dulles Association of Realtors, Northern Virginia Building Industry Association.



- D. Maintain the legislative reference and monitoring function (i.e., bill assignments and bill tracking) using the County's own Legislative Bill Review System, and/or the Commonwealth of Virginia Legislative Information System's Lobbyist-in-a-box module, or by any other effective means.
- E. Identify legislation or budget amendments, with assistance from the contractor, that may impact the county negatively or positively and request direction from the Board should a position not already be established. Present staff positions to Legislative Contacts and Board at bi-monthly Board Meetings during regular session and/or special sessions.
- F. Prepare correspondence such as letters or talking points for money committees, the Loudoun Delegation, and Governor outlining specific requests and needs of the County.
- G. Review reports provided by the Contractor during the General Assembly session, and disseminate such reports to the Board of Supervisors, the Loudoun Virginia Assembly Delegation, and the Leadership Team of the County.
- H. Manage the County's legislative management fellow in monitoring the County's legislative package and agenda in relation to introduced legislation and the budget.
- I. Provide wrap-up memos to Board and department staff highlighting actions passed by the General Assembly and signed into law.

## 6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful Contractor will contain the following Terms and Conditions. Contractors 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 Contractor takes exception to or seeks to amend or replace as well as to provide Contractor'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 Contract

Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator 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 October 1, 2021 through September 30, 2022, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement.

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 Contract or any renewal period.

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

6.5 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 Contract or Contract 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 Contract.

- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:
 

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

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

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

Combined Single Limit:	\$1,000,000
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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 original signed Certificate of Insurance and such endorsements as prescribed herein.
    - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
    - c. Any certificates provided shall indicate the Contract name and number.
  6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
  7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 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 Contract. 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 Permits

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

6.10 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.

6.11 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.

6.12 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.

6.13 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 on 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.

6.14 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

6.15 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.

6.16 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.

6.17 Workmanship and Inspection

All work under this Contract shall be performed in a skillful 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 wear a 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.



6.18 Exemption from Taxes \*

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

6.19 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, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Attn: Office of the County Administrator  
P.O. Box 7000  
Leesburg, Virginia 20177

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 items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

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

6.20 Payments to Subcontractors \*

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

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

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

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

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

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

#### 6.21 Assignment \*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the 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.

#### 6.22 Termination

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

##### A. Termination for Convenience

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

##### B. Termination for Cause

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

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

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

6.23 Contractual Disputes \*

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

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

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

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

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

6.24 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.

6.25 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.

6.26 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:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Diane C. Smith

Via delivery method (a) or (b)

1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**Or**

Via delivery method (c)

P.O. Box 7000  
Leesburg, VA 20175

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

6.27 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.

6.28 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.

6.29 No Smoking

Smoking in all County buildings is 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 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.

6.30 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.

6.31 Confidentiality

A. Contractor Confidentiality

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

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

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

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

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

**B. County Confidentiality**

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

**6.32 Counterparts**

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

**6.33 Force Majeure**

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm,

hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

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

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

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

#### 6.34 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.

#### 6.35 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 Contractor.

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

### 7.1 Ability to Meet Scope of Service Requirements (25 points)

- 7.2. Demonstrated ability to effectively work in changing partisan environment (15 points)
- 7.3. Credentials and related experience for firm and key staff (25 points)
- 7.4. Proposal Format (10 points)
- 7.5. Compliance with Contractual Terms (5 points)
- 7.6. Cost of Service (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 Contractors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with Contractors 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

Contractors are to make written proposals that present the Contractor's qualifications and understanding of the work to be performed. Contractors 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.

### 8.1 Proposal Format:

- A. Executive Summary Letter to include:
  - 1 A commitment to perform the work as required in the RFP.
  - 2 A statement as to why the contractor believes itself to be the best qualified to perform the work.
  - 3 Any uniquely specific information the contractor wishes to highlight.
- B. Contractor must submit the Proposal submission in a separate binder containing 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 present herein. The narrative portion of the Technical Proposal shall be limited to no more than 25 pages, and the total number of pages with supporting documents limited to 50 pages. **Proposals that do not adhere to this requirement will not be considered.**
- C. Contractors are to make written proposals that present the contractor's qualifications and understanding of the work to be performed. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.
- D. Name of firm submitting the proposal; main offices address, when organized; if a corporation, when and where incorporated; and appropriate federal, state, and County registration numbers, along with



the name, title, address, telephone number, fax number, and email address of the individual within the company who will be the primary contact concerning the proposal. The cover letter should also state the legal name and address of the firm.

8.2 Ability to Meet Scope of Service Requirements

- A. Contractor shall provide a narrative that outlines their understanding of Loudoun County's needs and the state issues, either regulatory or legislative, which may affect Loudoun County over the next year.
- B. Contractor shall propose a definitive work program based upon the information provided in Section 1.0 Purpose and Section 5.0 Scope of Services, with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the Scope of Services and achieving program objectives as described in Sections 5.1. The proposed work program should be supported by examples of similar work completed by the Contractor. In addition, the work program should present a preliminary plan that includes a description of the phases or segments into which the proposed program logically be divided and performed with flow charts. The technical narrative should address separately each of the tasks to be performed as described in Section 5.1. in the RFP with the responses keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Contractor that are substantially different from the project scope described in that Section.
- C. Contractor should demonstrate an awareness of the difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to the methodological issues that will be encountered.
- D. Contractor may also comment, if deemed appropriate, on any aspect of the RFP, including suggestions on possible alternative approaches to the coverage, definition, development and organization of the issues presented in the "Scope of Service" section and may propose alternative approaches.

8.3 Demonstrate ability to effectively work in changing partisan environment.

The Contractor shall provide a narrative and examples demonstrating the ability of the firm to effectively lobby issues in changing partisan environment, including the executive branch, House of Delegates and Senate.

8.4 Credentials and related experience for firm and key staff.

- A. Contractors must describe their organizational and staff experience. Contractors must describe their qualifications and experience to perform the work for local government clients described in this Request for Proposal. Information about experience should include direct

experience with the Purpose and Scope of Services, including demonstrated knowledge of the state appropriations process (i.e. committees involved, track record of exposure to key individuals in the process etc.). The information provided should illustrate, through specific examples, the Contractor's expertise in advocacy and strategy, as well as subject matter, in representing local government clients, particularly in the areas of transportation, taxation, land use economic development, education, employment and benefits, public safety, telecommunications, land use, human services, environmental issues. Information to be provided on the Contractor's organizational and staff qualifications should include:

- 1) Breadth of exposure of the Contractor's employees who will be undertaking work associated with this contract to the Administration and the General Assembly;
- 2) Past success in obtaining funding and favorable legislation for local government clients.
- 3) Knowledge of issues concerning Loudoun County, Northern Virginia and National Capital Region.
- 4) Demonstrated success working in a partisan environment.
- 5) Knowledge and extensive experience by Contractor's employees who will be undertaking the work associated with this Contract in working with the Administration and General Assembly.
- 6) Knowledge and experience working with other state lobbying interests including associations and consortiums that include subcontractors in support of common interests of clients and the ability to subcontract for all tasked herein.
- 7) With respect to references, Contractors must provide information for three (3) references. Special notation must be made of similar or related programs performed within the last three years. A list of the issues covered for these clients must accompany the noted references. References shall include the organizations' names, addresses, names of contact persons, and telephone numbers for each reference. It is understood that not all past programs may have involved all elements of this proposed program.
- 8) With respect to other clients, the Contractor shall provide a listing of clients—current and during the preceding three (3) years—for whom the Contractor serves or has served as a state lobbyist with a list of the issues covered for these clients.
- 9) Contractor hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

- 10) Full and part time personnel, proposed consultants, and/or subcontractors who may be assigned direct work for this program must be identified. Information is required, which will show the composition of the task, or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel with an approximate percentage of the total time each will be available for this program. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
  - 11) Resumes of staff and proposed consultants are required, indicating education, background, and recent experience with the program subject matter. Current telephone numbers and emails must also be included. The County has the right to review and approve changes to the Contractor's accepted staffing plan and/or subcontractor selection and any substitutions.
  - 12) A description of the Contractor's detailed staffing plan including proposed distribution to accomplish the work is required. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks with a timeline for the program. It is mandatory that this section identify the key personnel that will work for the program, their relationship to the contracting organization and the amount of time to be devoted to the project including consultants, as well as Contractor's regular employees if relevant.
- B. The personnel named in the technical proposal will remain assigned to the project throughout the period of this Contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
- C. The Contractor's staff must be available for consultation with County staff on an as-needed basis, between 8:00 a.m. and 5:30 p.m. Monday through Friday. Contractor may need to make their staff reachable by phone or email at other times and days, if necessary. Extended working hours will likely be necessary during the General Assembly sessions.

#### 8.6 Compliance with Contractual Terms

State your compliance with the County's Contract Terms and Conditions listed in Section 6.0. Specifically, list any deviations and provide justification.

#### 8.7 Cost of Service

Provide Contractor's fully burdened fixed monthly rate for the services stated in Section 5.0, Scope of Services on the attached Pricing Page that outline pricing for Lobbying Services (Attachment 1).

- A. Contractor must provide a price breakdown for each service category as well as totals for services provided together if pricing differs, and calculated at a monthly rate.
- B. Breakdown of direct labor and labor overhead costs, including number of man hours and applicable actual or average hourly rates, overhead rate, and supporting schedule.
- C. Monthly travel and per diem or subsistence costs in accordance with the County of Loudoun per diem schedule if any supported by the breakdown, including destination, duration, and purpose.
- D. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

## **9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

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

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an Contractor of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- 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 Contractor are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on August 2, 2021. An atomic clock is located in the Division of Procurement and can also be verified by visiting <https://time.gov/>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Contractors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- 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, Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175

or

**Private carrier (UPS/FedEx) to:**

Loudoun County Procurement  
1 Harrison Street, S.E.  
**ATTN: PROCUREMENT BIDS & PROPOSALS**  
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

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

- H. Each firm shall submit one (1) original, (5) copies and *one electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

9.2 **Questions and Inquiries**

Questions and inquiries, both oral and written, will be accepted from any and all Contractors. 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 Contractor. 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 12:00 p.m. July 20, 2021*. It is the responsibility of all Contractors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

9.3 Firm Pricing for County Acceptance

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

9.4 Unit Price

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

9.5 Proprietary Information

Trade secrets or proprietary information submitted by an Contractor 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 Contractor 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 Contractor's information.** Contractors 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 Contractor. 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 Contractor at the address shown in the solicitation prior to the time of acceptance.

- C. Negligence on the part of the Contractor 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 Contractor shall indicate the necessary telephones, office space and materials the Contractor 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

Contractors 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 Contractor's selection of subcontractors for good cause. If a subcontractor is rejected the Contractor 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 Contractors 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. Contractor hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.11 Late Proposals

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

9.12 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.

9.13 Prohibition as Subcontractors

No Contractor 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.

9.14 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.

9.15 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an Contractor in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Contractor's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Contractors 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 Contractor and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Contractor 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. Contractors whose proposals are not accepted will be notified in writing.

9.16 Notice of Award

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

9.17 Protest

Contractors 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.

9.18 Debarment

By submitting a proposal, the Contractor is certifying that Contractor 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.

9.19 Proof of Authority to Transact Business in Virginia

An Contractor 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 Contractor 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 Contractor is not required to be so authorized. Any Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.20 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.

9.21 W-9 Form Required

Each Contractor 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>.

9.22 Insurance Coverage

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

9.23 Legal Action

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

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.



Loudoun County, Virginia

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

RFQ 421782

## 10.0 STATE LOBBYING SERVICES PROPOSAL SUBMISSION FORMS

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

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

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 421782 for the price as stated in the price proposal.

### PRICING INFORMATION

**TOTAL PRICE FROM ATTACHMENT I**      \$ \_\_\_\_\_

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

ITEM: \_\_\_\_\_ INCLUDED: (X)

1. W-9 Form: \_\_\_\_\_
2. Certificate of Insurance: \_\_\_\_\_
3. Addenda, if any (Informality): \_\_\_\_\_

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the Contractor to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM: \_\_\_\_\_ INCLUDED: (X)

1. Addenda, if any: \_\_\_\_\_
2. Payment Terms: \_\_\_\_\_ net 30 or \_\_\_\_\_ Other
- 3.. Proof of Authority to Transact Business in Virginia Form: \_\_\_\_\_
4. Minimum Qualification Documentation: \_\_\_\_\_

- 5. Proposal Submission Form (8.0) \_\_\_\_\_
- 6. References (on County form): \_\_\_\_\_
- 7. Pricing Page (Attachment I) \_\_\_\_\_

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

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

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

Name of person authorized to bind the Firm (9.7): \_\_\_\_\_

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/Contractor 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/Contractor 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 Contractor is not required to be so authorized. Any bidder/Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

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

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

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

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

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

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

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

\_\_\_\_\_  
Legal Name of Bidder/Contractor

\_\_\_\_\_  
Date

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

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

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

RFQ 421782

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 421782

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 Division • PO Box 7000 • Leesburg, VA 20177**

References for: RFQ 421782 State Lobbying Services

Offerors shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_



### **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOC") 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 MWCOC and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

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

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

## **ATTACHMENT I**



### ATTACHMENT I – Lobbying Services (Tasks 5.1 A- AF)

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				\$

## **Pricing Page Instructions for Attachment 1**

1. Direct Labor – Block 1
  - a. The offeror must provide labor classifications and the average hourly rates which will be paid for each classification expected to work on the project. This schedule shall not disclose employee names.
  - b. Direct Labor costs are defined as actual salaries and wages paid principals and employees for time directly chargeable to the project. Direct labor costs do not include fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation, holiday pay, etc.
2. Indirect Costs (Overhead) – Block 2
  - a. Overhead costs shall include fringe benefits, indirect salaries and wages, plus general and administrative expenses.
  - b. Overhead costs shall not include the following disallowable costs: bad debts, contingencies, donations, entertainment, fines and penalties, interest expense, marketing and promotion, legislative lobbying costs, defense of fraud, alcoholic beverages, and dividend distribution to employees. Indirect salaries must be salaries paid only to active employees and principals. Bonuses are generally allowed.
3. Profit – Block 3
  - a. Fees or profits shall be expressed as a percentage of the Total Estimated Cost minus consultant costs.
4. Other Direct Costs – Block 4
  - a. Travel: The costs of travel and transportation (County mileage rates) will be entered in blocks 4a (1) and (2). These items will be broken down into separate costs and rates associated with each item (i.e., mileage rates, airfare cost, vehicle rental fees, lodging and / or meal rates, County per diem, etc.). Lodging and / or meal rates shall be consistent with the County's current Travel Policy in effect at the time the proposal is submitted.
  - b. Equipment, Materials, Supplies: Block 4b
  - c. Subcontracts: Block 4c
  - d. Other: Block 4d
5. Total Price: Block 5 is the sum of Blocks 1, 2, 3, 4a, b, c, and d