



Rivana at Innovation Station Community Development Authority
Loudoun County, Virginia

REQUEST FOR PROPOSAL

ENGINEERING CONSULTING SERVICES FOR RIVANA AT INNOVATION STATION COMMUNITY DEVELOPMENT AUTHORITY ("CDA")

ACCEPTANCE DATE: Prior to 4:00 p.m. September 22, 2025, "Local Time"

RFP NUMBER: RFQ 683954

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

PLEASE NOTE:

- A. Documents related to this solicitation may be downloaded from the County's web site: www.loudoun.gov/procurement.
- B. An optional Pre-Proposal Conference will be held virtually using Microsoft Teams on **September 8, 2025**, at **2:00 p.m.** See the Microsoft Teams log in information provided below. To participate in the audio portion of this conference, please dial the number provided below and follow the prompts as designated. To participate by computer, connect to the link provided and follow the prompts as designated. The purpose of the pre-proposal conference is to provide a high-level overview of the Project, the supplier registration process, and online submission of proposals through iSupplier.

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 232 586 005 155 6

Passcode: Ux7u9c54

Dial in by phone

[+1 757-600-4923, 810974130#](#) United States, Norfolk

[Find a local number](#)

Phone conference ID: 810 974 130#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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

Samira Mkaimel, NIGP-CPP, CPPO, CPPB
Assistant Purchasing Agent
(571) 627-7466
Samira.mkaimel@loudoun.gov

Issue Date: September 2, 2025

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

REQUEST FOR PROPOSAL

**ENGINEERING CONSULTING SERVICES FOR RIVANA AT
INNOVATION STATION COMMUNITY DEVELOPMENT AUTHORITY**

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Prepared By: s/ Samira Mkaimel, NIGP-CPP, CPPO, CPPB Date: September 2, 2025
Assistant Purchasing Agent

ENGINEERING CONSULTING SERVICES FOR RIVANA AT INNOVATION STATION COMMUNITY DEVELOPMENT AUTHORITY

1.0 PURPOSE

The County of Loudoun, Virginia (“County”) is issuing this Request for Proposals (“RFP”) on behalf of the Rivana at Innovation Station Community Development Authority (“CDA”). The intent of this RFP is for the CDA to select an Engineering Consultant (“Consultant”) to perform the services set forth herein as the “CDA Consulting Engineer” for the public improvements at the Rivana at Innovation Station mixed-use development (the “Project”).

2.0 COMPETITION INTENDED

It is the CDA's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Division of Procurement 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 not later than fifteen (10) days before the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

Rivana at Innovation Station is a major mixed-use development in the County of Loudoun, Virginia, located at the intersection of Virginia Route 28 and Route 267 (Dulles Toll Road), with Route 267 to the south and southeast, Route 28 to the southwest and west, and Innovation Avenue to the east and north. It is envisioned as a walkable urban hub connected to the Innovation Center Metro Station, incorporating high-density living, commercial spaces, and ecological preservation. The property, within the boundaries of Loudoun County, is approximately 79.33386 acres half a mile from the Innovation Center Station on the Silver Line of the Metrorail. The property will be developed in multiple phases or by blocks, with completion expected over 10-20 years.

Key Features of the development of the property include:

- A blend of residential units, Class-A office space, a retail village, and a hotel.
- Emphasis on walkability and a car-optional lifestyle with pedestrian bridges, bus service, and parking.
- Integration of green spaces, including an 11-acre park with a live creek, trails, and an amphitheater.
- Sustainable design with LEED certification and features like green roofs and bioretention ponds.

The Loudoun County Board of Supervisors approved the Project in 2023. The CDA was created to help finance the public improvements for the Project (“CDA Improvements”), which will be constructed by the property’s private developers and

will be owned after construction by public entities including the CDA and the County. The property ("Property") includes several parcels described as follows:

Parcel Label	Parcel Identification Number
Parcels A, PK-R, 8, PK-G1	035259545000
Parcel 2	035268827000
Parcels C1, C2, 9	035265792000
Parcel G	035174871000
Parcels PK-B, 10	035173948000
Parcel H	035178635000
Parcels C-3, D, E, F, J, PK-G2, 11	035167624000

The successful Consultant will report to the CDA as the CDA Consulting Engineer during the development and construction of the CDA Improvements for the Project. The CDA Improvements include, but are not necessarily limited to, roads, utility infrastructure, parks, and stormwater management facilities. The CDA makes no guarantee as to amount of work.

4.0 SCOPE OF SERVICES/TASKS TO BE PERFORMED

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

4.1 Consultant Responsibilities:

Tasks required by the CDA Consulting Engineer include the following, as requested by the CDA:

- (i) Review of the costs and the budget(s) presented by the developer for the construction of the CDA Improvements and advise the CDA on approval or denial of such budget(s). Review, recommend and sign off on the approval or denial of the above-referenced budget(s) related to the CDA Improvements.
- (ii) Review of the construction plans and specifications necessary for the construction of the CDA Improvements ("Construction Documents"), advise the CDA on engineering issues related to approval or denial of such Construction Documents. Review, recommend and sign off on approval or denial of the Construction Documents.
- (iii) Make or cause to be made regular ongoing site inspections of the CDA Improvements. Advise the CDA on the progress status of the construction work related to the CDA Improvements.
- (iv) Review and advise the CDA on information, reports, documents, notices, and other materials provided by the developer related to the

construction of the CDA Improvements and advise the CDA on engineering related issues, as applicable and as required.

- (v) Review posting of performance bonds related to the construction of the CDA Improvements and requests for reductions or releases of such bonds by the developer and advise the CDA on engineering related issues, as applicable and as required.
- (vi) Advise the CDA if the workmanship or materials furnished for the CDA Improvements are found to be defective or not in accordance with Construction Documents or the construction standards of the CDA and the County, and other public entity that will own the CDA Improvements.
- (vii) Perform inspections of the CDA Improvements for the purpose of recommending approval/denial of requisitions for reimbursement or payments ("Requisitions") by developer for costs incurred. Review the Requisitions presented by the developer for the payment of costs to (a) verify that the CDA Improvement has been inspected and that the work for which payment is requested was completed or proportionately completed in accordance with the Construction Documents and applicable law (including construction standards of the CDA and the County and public entity that will own the CDA Improvement), (b) certify CDA Improvements as "complete" once the CDA Improvement has been accepted by such public entity, (c) verify and approve the costs of the work in the Requisition, and (d) verify that the Requisition aligns with the budgeted cost. Generally, a Requisition will be submitted once a month by the developer.
- (viii) Approve/deny/withhold/sign off, as applicable, Requisitions for payment presented by the developer and advise the CDA on approval, denial, or withholding payments.
- (ix) Review of change orders presented regarding the CDA Improvements and advise the CDA on their approval or denial.
- (x) Review and advise the CDA on cost shifting regarding the construction of the CDA Improvements (e.g. allocation or reallocation of line items on the budget).
- (xi) Provide written summaries and reports requested by the CDA and provide other engineering consulting services for the CDA related to the construction of the CDA Improvements as requested.

4.2 Consultant's Staff

The Consultant shall provide the necessary staff to accomplish the Scope of Work set forth herein. Such staff shall be identified in the Consultant's proposal.

4.3 Schedule

The schedule for this Contract is subject to change based upon any changes in the construction schedule of the CDA Improvements. Tentatively, the Notice to Proceed will be issued in the Fall of 2025.

4.4 Contract and Fee/Rate Schedule

The CDA confirms that the type of agreement which will result from this RFP will be a unit price contract. Under this method, the Consultant performs the services stated in the Agreement for Service for agreed hourly rates.

Hourly rates established under the Contract shall include:

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

5.0 **EVALUATION OF PROPOSALS & SELECTION PROCEDURES**

This section and the Instructions for Submitting Proposals set forth the criteria and proposal submission requirements, which will be used in the evaluation of proposals and selection of the successful Consultant.

5.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include representatives from the CDA and the County's Department of Transportation and Capital Infrastructure.

5.2 RFP Schedule

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

Proposals Due	September 22, 2025
Shortlist Announcement	October 3, 2025
Interviews	October 13-15, 2025
Final Ranking Announcement	October 17, 2025

5.3 Proposal Content

Offerors are to submit written proposals that demonstrate their qualifications, understanding of the work to be performed, and their

resources and capability to provide the materials and services described herein. Proposals must include each of the following items below in the order presented. **Failure to include any of the requested information may be cause for loss of points or the proposal may be deemed incomplete and rejected.**

- Proposed pricing must not be included in your proposal; this will be requested only from the top ranked offeror(s).
- Proposed modifications to the terms and conditions contained in this RFP must not be included in your proposal; this will be requested only from the top ranked offeror(s).
- Proposals are subject to the Virginia of Freedom of Information Act §§ 2.2-3700, *et seq.* once the decision to award has been made. The submission of trade secrets or proprietary information with a proposal is strongly discouraged.
- Any hard-copy submission of proposals should be tabbed and printed double-sided.

Tab A:

1. Proposal Submittal Form
2. Documents: Include required documents:
 - Proof of Authority to Transact Business Form
 - W-9 form
 - Certificate of Insurance
 - All signed addenda
3. Table of Contents
4. Transmittal letter on the offeror's letterhead that identifies:
 - The name of the offeror's firm submitting the proposal;
 - Main office address;
 - Whether the Offeror is structured as a corporation, limited liability company, general partnership, joint venture, limited partnership, or other form of organization; and
 - Provide an overall statement on the Offeror's experience providing engineering consulting services similar to the requirement of this RFP.

Tab B:

Project Management and Technical Expertise

Include as a minimum:

1. List of Comparable Projects. To demonstrate the Offeror's depth of experience, provide a list of three (3) comparable

projects where the Offeror has performed construction support and engineering consulting services similar to the requirements contained in this RFP within the last ten (10) years. Include the project name, a very brief description of project, date completed, Offeror's role on the project, final construction amount, and Offeror's contract amount for construction support and engineering consulting services.

2. References. Offerors shall include with their proposals a minimum of three (3) current references. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

Tab C:

Credentials of the Project Team

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

Include as a minimum:

1. Provide an organizational chart or staffing plan showing the "chain of command" of the proposed project team, including individuals responsible for pertinent disciplines, proposed on the Offeror's team. Identify major functions to be performed and their reporting relationships in managing the Project. Identify all subconsultants on the organization chart.
2. Resumes: Provide a resume for the following positions: Construction Manager, Senior Inspector, and Project Scheduler. Documentation to verify licenses or certifications does not need to be included in the proposal but may be requested from the shortlisted firms.
 - a Construction Manager (CM): Consultant shall provide a Construction Manager with the following credentials:
 - i. Bachelor of Science in Civil Engineering, Construction Management, Architecture, or a related field, licensed in the Commonwealth of Virginia. Recognition as a Certified Construction Manager through the Construction

Management Association of America (CMAA) or similar Construction Manager Certification is preferred.

- ii. Extensive experience overseeing the management of building construction projects, including budgeting analysis and review.
 - iii. Possess extensive knowledge in the following fields: construction management; budget management; quality assurance; environmental and safety requirements; legal aspects of the construction process; use of electronic data processing and contract management software; ability to interpret construction plans, specifications, and contracts; ability to prepare technical, financial, administrative, and explanatory correspondence.
- b. Senior Inspector: Consultant shall provide a Senior Inspector with the following credentials:
- i. Extensive experience in the quality assurance of building construction projects.
 - ii. Proficient in the analysis of general building construction as well as complex geothermal, mechanical, electrical, and plumbing systems is preferred.
 - iii. Occupational Safety and Health Administration (OSHA) ten (10)-hour or OSHA thirty (30)-hour certification required.
 - iv. Certification by the U.S. Army Corps of Engineers as a Construction Quality Management for Contractors is preferred
- c. Project Scheduler: Consultant shall provide a project scheduler with the following credentials:
- i. Extensive experience in the review of complex Critical Path Method Schedules.
 - ii. Proficient in the analysis and evaluation of general building construction and budgeting as well as complex public infrastructure.
 - iii. Ability to provide baseline schedule reviews and monthly progress schedule reviews and provide clear reports on schedule and status reviews.
 - iv. Ability to provide Time Impact Analysis reviews and reports.
 - v. Possess extensive experience in the review of cost proposals for change order work.
 - vi. Ability to review cost changes, provide comments, and evaluate estimates as necessary.

Tab D:

Understanding of Project and Team Availability

1. Provide a detailed description of the Offeror's understanding of the Project and statement outlining key issues and challenges of this Project and how the Offeror would be best suited to handle them.
2. Identify offeror's key staff and proposed roles.
3. Provide a statement that confirms the availability of the Offeror for the anticipated term of the Contract, as shown in Section 7.2 herein.
4. Acknowledgement and understanding of required response times as set forth in Section 7.25 herein.

Tab E:

1. Quality Assurance (QA)

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

2. **Overall quality and completeness of proposal** (and interview, if short listed)
Proposals will be evaluated for: completeness, attention to detail, clarity, organization, and appearance.

5.4 Evaluation Process

The PAG will review and evaluate each proposal, and a selection will be made based on the criteria listed below and as more particularly described in Section 5.3.

- A. Offeror's Project Management and Technical Expertise **(35 points)**
- B. Credentials of the Project Team **(40 points)**
- C. Quality Assurance **(10 points)**
- D. Understanding of Project and Team Availability **(10 Points)**
- E. Overall quality and completeness of proposal. **(5 points)**

5.5 Development of the Shortlist

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

the short-listed firms.

5.6 Negotiations with the Top Ranked Offerors.

- A. After the interviews and discussions are completed, the PAG will finalize the rankings and select the top ranked firm and issue the Notice of Final Ranking.
- B. Final negotiations for a binding estimate of cost will begin after the top-ranked firm has reviewed the Project Scope and terms and conditions acceptable to the CDA have been negotiated.

The CDA's Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the Terms and Conditions from Section 7.0 of this RFP. If the Top Ranked Offeror intends to take exception to these Terms and Conditions or propose additional or alternative language, they must:

- (1) Identify with specificity the Terms and Conditions to which they take exception to or seek to amend or replace and provide their additional or alternate terms and conditions to the CDA within five (5) business days after being notified of being the Top Ranked Offeror, by the Notice of Final Ranking.
 - (2) Failure to both identify with specificity those Terms and Conditions the Top Ranked Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate terms and conditions may result in termination of negotiations.
 - (3) While the CDA may accept additional or different language if provided during negotiations, the Terms and Conditions marked with an asterisk (*) in Section 7.0 of this RFP, are mandatory and non-negotiable.
- C. If an Agreement containing both Terms and Conditions acceptable to the CDA and rates considered fair and reasonable by the CDA cannot be negotiated, negotiations shall be terminated and negotiations will be conducted with the next-ranked offeror, and so on. The PAG will conduct all subsequent negotiations, selection will be made by an authorized representative of the CDA, to be confirmed by the CDA Board, for the resulting contract award. The rankings shall remain confidential until after the contract award.

6.0 INSTRUCTIONS TO OFFERORS

6.1 Preparation and Submission of Proposals

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

- B. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- C. All proposals shall be signed by the individual or authorized principals of the firm.
- D. All attachments to the RFP requiring execution by the Offeror are to be returned with the proposal.
- E. Offerors may submit either a physical (hard copy) response (Section 6.1.F) or an online electronic response (Section 6.1.G) to this solicitation as provided in the instructions below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic proposal shall take precedence over the physical (hard copy) submission, unless the Offeror specifically states otherwise in their response.
- F. *Instructions for Submitting a Physical (Hard Copy) Proposals*
 - 1. All physical (hard copy) 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, the title of the RFP, the name of the firm, and the firm's complete return address.
 - 2. Physical (Hard Copy) Proposals may 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

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time. Overnight delivery does not guarantee that the proposal will be delivered to the appropriate location prior to the Acceptance Date and Time.

3. Failure by an Offeror to address and label their submission in accordance with the requirements of this section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.
4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

G. *Instructions for Submitting Online Electronic Proposals*

1. Electronic submissions may be submitted through the County's iSupplier system. Offerors can access iSupplier by clicking [here](https://ebsprdext.loudoun.gov/OA_HTML/AppsLocalLogin.jsp):
https://ebsprdext.loudoun.gov/OA_HTML/AppsLocalLogin.jsp. **Faxed and/or e-mailed proposals will not be accepted.**
2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Offerors should confirm their ability to access and use iSupplier well in advance of the solicitation Acceptance Date and Time to allow sufficient time to request technical support, if needed.
3. Offerors must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.
4. Guides for registration and submitting an online electronic proposal using iSupplier are available on the County's website at <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. These guides provide detailed instructions for online electronic proposal submission.
 - a. iSupplier Registration: Loudoun iSupplier Guide
 - b. Instructions for submitting online electronic proposals: iSupplier Guide for Suppliers – Sourcing (Solicitations/Bid Opportunities)

c. Frequently Asked Questions

5. The file(s) attached to the online electronic proposal must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Offerors assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their proposal. Electronic links to proposals are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Offerors are cautioned to ensure that the files attached to proposal are complete. Proposal submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.
 6. An online electronic proposal is not considered successfully submitted unless all necessary files have been uploaded and the online electronic proposal response status is **“Active”**. An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its proposal. Incomplete online electronic responses in **“Draft”** status will not be accepted.
 7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via email at procurement@loudoun.gov. Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.
 8. Online electronic proposals are sealed and cannot be opened until the Acceptance Date and Time specified.
 9. Offerors may withdraw their online electronic proposal submission prior to the Acceptance Date and Time. A new online electronic proposal may be submitted to facilitate changes up through the Acceptance Date and Time specified.
- H. Proposals must be received by the Division of Procurement prior to 4:00 p.m., Eastern time on the date identified on the cover of the RFP. Requests for extensions of this time and date will not be granted, unless deemed to be in the CDA's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments

to proposals received by the Division of Procurement after the acceptance date and time will not be considered. Proposals will be accepted and logged in at the time and date specified above.

6.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from 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 County or CDA 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 4:00 p.m., September 10, 2025**. It is the responsibility of all offerors to ensure that they have received all Addenda and to include signed copies with their proposal. Addenda can be downloaded from www.loudoun.gov/procurement.

6.3 Addendum and Supplement to Request

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

- A. Changes to this solicitation that do **not** affect the scope, price, timing, or requirements are considered informal changes still requiring issuance of an Addendum, but the CDA may waive failure to include with proposal submission as an informality.
- B. Material Changes that affect the scope, quality, quantity, price, timing, or other requirements will require submission of Addendum with proposal submission and may not be waived as an informality by the CDA.

6.4 Proprietary Information

The submission of trade secrets or proprietary information with a proposal is strongly discouraged. If such information must be submitted by an offeror in connection with this solicitation, the offeror must invoke the specific exclusion or exemption that applies and the protection pursuant to [§ 2.2-4342](#) of the Code of Virginia for it to be exempt from disclosure under the Virginia Freedom of Information Act, Virginia Code [§§ 2.2-3700, et seq.](#), as applicable. Offerors must clearly identify the data or other materials to be protected and state the reasons why protection is necessary prior to or upon submission. 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. An offeror shall not designate as trade secrets or proprietary information: (a) an entire proposal; (b) any portion of a proposal that does not contain trade secrets or proprietary information; (c) proposal

prices; or (d) any information that is readily ascertainable by proper means.

Failure to identify proprietary and confidential information in accordance with § 2.2-4342F of the Code of Virginia may result in the disclosure of information pursuant to a Freedom of Information Act request. Additionally, the CDA will not notify the offeror of any request for disclosure of their proposal pursuant to a Freedom of Information Act request. Further, the CDA assumes no liability for the disclosure or use of information contained in a proposal if not appropriately marked in accordance with [§ 2.2-4342](#).

6.5 Authority to Bind Firm in Contract

Proposals MUST give the full firm name and address of offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should include their TITLE or AUTHORITY TO BIND THE FIRM IN CONTRACT. Firm name and authorized signature must appear on the proposal in the space provided on the Proposal Submittal Form. 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” or “manager” must sign as authorized by the Articles of Organization.

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

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

6.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of a hundred and twenty (120) 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.

6.7 Sub-consultants

Offerors shall include a list of all sub-consultants and Offeror's staff who will participate in the Project with their proposal. Proposals shall also include a statement of such sub-consultants' or staff qualifications. The CDA reserves the right to reject the successful Offeror's selection of sub-consultants for good cause. If a sub-consultant is rejected, the Offeror may replace that sub-consultant with another sub-consultant subject to the approval of the CDA. Any such replacement shall be at no additional expense to the CDA, nor shall it result in an extension of time without the CDA's approval.

6.8 Late Proposals

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

6.9 Rights of CDA

The CDA 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 CDA. 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.

6.10 Prohibition as Sub-consultants

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.

6.11 Deviations from Scope of Services

If there is any deviation from that prescribed in the Scope of Services, that deviation shall be clearly identified in the offeror's proposal. The CDA reserves the right to determine the right to reject a proposal for Scope of Services deviations.

6.12 Notice of Award

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

6.13 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 Procurement.

6.14 Miscellaneous Requirements

- A. Neither the CDA nor the County shall be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any contract awarded as a result

of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the CDA.

- D. The CDA 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 CDA. Offerors whose proposals are not accepted will be notified in writing.

6.15 Debarment

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

6.16 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 are granted by the Division of Procurement. The SCC may be reached at (804) 371-9733 or at <https://scc.virginia.gov/>.

6.17 W-9 Form Required

Each offeror shall submit a complete 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>.

6.18 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 submitted with the proposal can be a current file copy and does not need to include any "additional insured" language for the CDA.

6.19 Legal Action

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

6.20 Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation,

the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subconsultants who will work under this Agreement have been convicted of a felony.

7.0 TERMS AND CONDITIONS

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

7.1 Procedures

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

7.2 Delays and Delivery Failures

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

7.3 CDA Reserved Rights

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

7.4 Business, Professional, and Occupational License Requirement

All firms or individuals doing business in Loudoun County are required to be

licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

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

7.5 Payment of Taxes

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

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

7.6 Insurance

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

or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

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

- | | | |
|----|--------------------------------|-------------|
| 1. | Workers' Compensation: | |
| | Coverage A: | Statutory |
| | Coverage B: | \$100,000 |
| 2. | General Liability: | |
| | Per Occurrence: | \$1,000,000 |
| | Personal/Advertising Injury: | \$1,000,000 |
| | General Aggregate: | \$2,000,000 |
| | Products/Completed Operations: | \$2,000,000 |
| | Fire Damage Legal Liability: | \$100,000 |

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

- | | | |
|----|------------------------|-------------|
| 3. | Automobile Liability: | |
| | Combined Single Limit: | \$1,000,000 |
| 4. | Professional Liability | |
| | Per Occurrence: | \$1,000,000 |
| | General Aggregate: | \$1,000,000 |

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

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

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

above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or

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

Consultant's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the CDA 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 CDA along with a copy of the Endorsement.

7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the CDA from supervising and/or inspecting the Project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 7.6.B.4 is to be adjusted with the CDA and made payable to the CDA as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Consultant agrees to waive all rights of subrogation against the CDA, its officers, employees, and agents.

7.7 Hold Harmless

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

7.8 Safety

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

7.9 Notice of Required Disability Legislation Compliance *

The CDA and the County are required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County and the CDA 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 based on disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

7.10 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 and the CDA. 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 Conflict of Interests Act.

7.11 Employment Discrimination by Consultants Prohibited *

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

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

7.12 Drug-free Workplace *

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

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

7.13 Faith-Based Organizations *

The CDA and the County do not discriminate against faith-based organizations.

7.14 Immigration Reform and Control Act of 1986 *

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

7.15 Prohibition of Forced or Indentured Child Labor *

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

A. During the performance of this Contract, the Consultant certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

7.16 Exemption from Taxes *

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

7.17 Ordering, Invoicing, and Payment

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

The Consultant shall submit invoices, in triplicate, at the completion of tasks

and submission of deliverables; such statement to include a detailed breakdown of all charges for that deliverable.

All such invoices will be paid promptly by the CDA or the County on behalf of the CDA unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Finance and Procurement
Attn: Elaine Crawford, Assistant Director
1 Harrison Street
P.O. Box 7000
Leesburg, VA 20177

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

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

The CDA makes no guarantee as to amount of Work.

7.18 Payments to Sub-consultants *

Within seven (7) days after receiving receipt of amounts paid by the CDA or the County on behalf of the CDA for work performed by a sub-consultant under this Contract, the Consultant shall either:

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

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

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

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

The Consultant's obligation to pay an interest charge to a sub-consultant

pursuant to this provision may not be construed to be an obligation of the CDA nor the County.

7.19 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 Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or sub-consultant unless the CDA agrees to the substitution. Requests for substitutions will be reviewed by the CDA, and approval may be given by the CDA at its sole discretion.

7.20 Assignment *

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

7.21 Termination

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

A. Termination for Convenience

The CDA may terminate this Agreement, in whole or in part, at any time without cause upon giving the Consultant a thirty (30) day advance written notice of such termination. Following the notice, the Consultant 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 Consultant shall immediately cease its performance of the Agreement. The Consultant shall receive the amounts due for all work performed and accepted by the CDA pursuant to the Agreement through the date of termination.

B. Termination for Cause

In the event Consultant 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 Consultant's performance, the CDA may terminate this Agreement for cause. However, prior to terminating for cause, the CDA shall provide Consultant with an opportunity to cure its performance by providing a written notice to cure. In the event, Consultant fails to cure its performance within the time period provided in the cure notice, the Consultant shall be notified that the Contract is terminated effective

immediately. The Consultant shall reimburse the CDA for all damages incurred by the CDA as a result of Consultant's failure to perform pursuant to the terms of the Agreement including, but not limited to, CDA'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 CDA owes to the Consultant from under the Agreement or from prior transactions, an amount equal to the additional expense incurred by the CDA as a result of the Consultant's nonperformance shall be deducted from the balance as payment. The Consultant shall not be entitled to termination costs.

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

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

7.22 Contractual Disputes *

The Consultant shall give written notice to the Chair of the CDA Board 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. Consultant'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 Chair of the CDA Board 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 Chair of the CDA Board shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the Chair of the CDA Board's receipt of the claim.

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

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

7.23 Consultant Responsibilities

The Consultant shall be responsible for completely supervising and directing the work under the resulting Contract and all sub-consultants that they may utilize. Sub-consultants who perform work under the resulting Contract shall be responsible to the Consultant. The Consultant agrees to

be fully responsible for the acts and omissions of their sub-consultants and of persons employed by them.

7.24 Ownership of Documents

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

7.25 Submissions

All Project correspondence, design/review documents, reports etc., prepared by the Consultant shall be distributed to the CDA as directed by the CDA.

7.26 Responsibility for Claims and Liabilities

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

7.27 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.

7.28 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 or if jurisdiction exists, in the U.S. District Court for the Eastern District of Virginia in Alexandria. Consultant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Consultant 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.

7.29 Notices

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

TO CONSULTANT:

TO CDA:

County of Loudoun, Virginia
Department of Finance and Procurement
ATTN: Elaine Crawford, Assistant
Director

If sent via (a) or (b):

1 Harrison Street, S. E.
Leesburg, VA 20177

If sent via (c):

PO Box 7000
Leesburg, VA 20177

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

Due to security restrictions, public access to County facilities is extremely limited. The mailing or delivery of notices by an agent is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 between the hours of 8:30 a.m. and 5:00 p.m.

7.30 Licensure

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

7.31 Authority to Transact Business in Virginia *

A Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if 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 CDA pursuant to the Virginia Public Procurement Act, Sections 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 CDA may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7.32 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.

7.33 No Smoking

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

7.34 Confidentiality

A. Consultant Confidentiality

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

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or the CDA 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.
4. The Consultant understands that the County or the CDA, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County or the CDA may seek legal remedies available to it should such disclosure occur. Further,

the Consultant understands that violations of this provision may result in termination of the Agreement.

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

B. CDA Confidentiality

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

7.35 Force Majeure

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

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

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

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

7.36 Survival of Terms

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

7.37 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.

7.38 Audits:

- A. The Consultant shall maintain books, records and documents of all costs and data in support of the services provided. The CDA or its authorized representative shall have the right to audit the books, records and documents of the Consultant under the following conditions:
 - 1. If the contract is terminated for any reason in accordance with the provisions of these contract documents to arrive at equitable termination costs.
 - 2. In the event of a disagreement between the Consultant and the CDA on the amount due to the Consultant under the terms of this contract.
 - 3. If required due to use of federal funds.
 - 4. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Consultant's efficiency or effectiveness under this Contract; and.
 - 5. If it becomes necessary to determine the CDA's rights and the Consultant's obligations under the contract or to ascertain facts relating to any claim against the Consultant that may result in a charge against the CDA.
- B. These provisions for an audit shall give the CDA unlimited access during normal working hours to the Consultant's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the Consultant, from the effective date of final payment or termination hereunder, shall preserve and make available to the CDA for a period of three (3) years thereafter, at all reasonable times at the office of the Consultant but without direct charge to the CDA, all its books,

records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

- D. The CDA's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Consultant shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require the same to be inserted by all lower tier subconsultants in their subcontracts, for any portion of the work.
- E. Should the Consultant fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the CDA's rights hereunder, the Consultant shall be liable to the CDA for all reasonable costs, expenses and attorney's fees which the CDA may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to the CDA from said persons under this clause. Such audit may be conducted by the CDA, or its authorized representative.

7.39 Standard of Care and Employee Conduct

- A. All work under this Agreement shall be performed in accordance with the applicable standard of care. In the event the Consultant provides services that do not conform to the Contract Documents, the Consultant will re-perform such services at no additional cost to the CDA. The Consultant will be given an opportunity to correct the deficiencies in work. If the deficiency persists beyond thirty (30) days, the CDA may exercise its rights to terminate the Agreement pursuant to Section 7.22 of this RFP; provided, however, that if the Consultant is diligently pursuing a correction, the CDA may extend the time for the Consultant to cure the deficiency.
- B. The Consultant and its employees shall be professional and courteous at all times. The CDA reserves the right to require the Consultant to remove any Consultant employee from CDA service who the CDA deems unfit for service for any reason, not contrary to law. The CDA will provide written notice to the Consultant identifying the employee(s) to be removed and the date by which they must be removed from the Project. The Consultant shall provide an approved replacement within thirty (30) days after such notice. This right is non-negotiable, and the Consultant agrees to this condition by accepting the resulting Agreement. The parties agree to work in good faith to address impacts to the Project schedule as a result of the removal of Project personnel.



Rivana at Innovation Station Community Development
Authority
Loudoun County, Virginia

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

ENGINEERING CONSULTING SERVICES FOR THE RIVANA AT INNOVATION STATION COMMUNITY DEVELOPMENT AUTHORITY

8.0 PROPOSAL SUBMITTAL FORM

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in Request for Proposal RFQ 683954 for Engineering Consulting Services for Rivana at Innovation Station Community Development Authority (CDA).

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

- A. Return the following with your proposal. If you fail to provide these items with your proposal, these items must be provided within twenty-four (24) hours of proposal opening.

ITEM: INCLUDED: (X)

- | | |
|---|-------|
| 1. W-9 Form (6.17): | _____ |
| 2. Certificate of Insurance (6.18): | _____ |
| 3. Addenda, if any (Informality) (6.3.A): | _____ |

- B. A failure to provide the following items with your proposal shall be cause for rejection of the proposal as non-responsible or the proposal will be deemed incomplete and rejected. It is the responsibility of the Consultant to ensure that it has received all addenda and to include signed copies with their proposal (6.3).

- | | |
|-----------------------------|-----------------------|
| 1. Addenda, if any (6.3.B): | _____ |
| 2. Payment Terms: | _____ net 30 or _____ |

Other

3. Proof of Authority to Transact Business
in Virginia Form _____

4. Proposal: _____

If hard copy, One (1) original (6.1.F) and (1) electronic copy in a single,
searchable PDF file, on a USB drive; or _____

If electronic, (1) electronic copy (6.1.G) in a single, searchable PDF file _____

Note: Fees are not to be included with this proposal. The CDA will negotiate with the highest ranked offeror for the Project.

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email: _____

Name and title of person authorized to bind the Consultant (6.5):

Name: _____ Title: _____

Email: _____

Signature: _____ Date: _____

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



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 Rivana at Innovation Station Cooperation Development Authority ("CDA"), 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 CDA 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

September 12, 2025

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 683954

The following changes and/or additions shall be made to the original Invitation for Proposal (RFP) RFQ 683954: Engineering Consulting Services for the Rivana at Innovation Station Community Development Authority (CDA). Please acknowledge receipt of this addendum by signing and returning with your proposal.

The purpose of this addendum is to make the following changes and answer questions received.

1. Delete Section 5.3. Tab D in its entirety and replace with:

Tab D:

Understanding of Project and Team Availability

1. Provide a detailed description of the Offeror's understanding of the Project and statement outlining key issues and challenges of this Project and how the Offeror would be best suited to handle them.
2. Identify offeror's key staff and proposed roles.
3. Provide a statement that confirms the availability of the Offeror for the anticipated duration of the Project.

Prepared By: Samira Mkaimel, NIGP-CPP, CPPO, CPPB
Assistant Purchasing Agent

Date: 9/12/2025

Acknowledged By:

Date:

START OF QUESTIONS

- Q1** Will the County accept a Construction Manager candidate with more than 20 years of relevant experience who holds an **MBA with a concentration in Project Management, a B.A. in Management, and certifications as a Certified Construction Manager (CCM) and Project Management Professional (PMP)**, in lieu of a Bachelor of Science in Civil Engineering, Construction Management, or Architecture?
- A1** The CDA will consider a Construction Manager candidate with the above-listed credentials.
- Q2** Does the requirement that the Construction Manager be “licensed in the Commonwealth of Virginia” refer specifically to holding a **Professional Engineer (P.E.) license**, or would other professional licenses or certifications (e.g., Certified Construction Manager (CCM), Project Management Professional (PMP), or similar) be considered acceptable?
- A2** For a Construction Manager candidate including credentials listed in Q1, to be considered by the CDA the CDA requires such Construction Manager candidate to be licensed in the Commonwealth of Virginia with regard to the credentials listed in Q1.
- Q3** If a PE is required, will you accept the ability to obtain reciprocity in VA within 6 months?
- A3** No.
- Q4** Are there any milestone dates or schedule information available beyond what is provided in the RFP?
- A4** No.
- Q5** The RFP mentions that the project will be completed in phases. Is there any additional information available regarding anticipated phases?
- A5** No.
- Q6** Section 4.1.xi states “. . . provide other engineering consulting services for the CDA related to the construction of the CDA improvements as requested.” Can the County expand on this or provide information on which “other engineering consulting services” may be requested?
- A6** CDA may require CDA Consulting Engineer to opine and advise the CDA on engineering/construction technical matters related to the CDA Improvements.
- Q7** Section 5.3, Tab C, states “. . . Offeror and subconsultants’ portfolio of related projects . . .” Is this portfolio under Tab C separate from the three comparable projects required under Tab B?

- A7** When responding to Section 5.3, projects responding to Tab C and projects responsive to Tab B are not required to be separate.
- Q8** Please confirm that the requirements for the Senior Inspector (5.3.Tab C.2.b) are correct. The RFP requests that the Senior Inspector be proficient in complex geothermal, mechanical, electrical, and plumbing systems. This requested experience does not align with the planned scope of work for the CDA improvements, which is primarily horizontal and infrastructure focused.
- A8** Confirmed. For clarification, the term “electrical” is used as power system, and the term “plumbing” is used as hydraulic system (e.g. stormwater facility).
- Q9** The key positions (Construction Manager, Senior Inspector, and Project Scheduler) requested by the RFP appear limited for this type of support. May offerors propose additional staff positions?
- A9** Yes, if offeror sees those additional staff positions as necessary.
- Q10** Section 5.3.Tab D.2 requests offerors to identify key staff and proposed roles. Please clarify how this differs from the requirements of Section 5.3.Tab C.1?
- A10** Section 5.3. Tab C.1 asks to include an organizational chart. Response to Section 5. 3.Tab D.2 is within the context of demonstrating understanding of the Project and the team proposed by the offeror.
- Q11** Section 5.3.Tab D.3 requests offerors to confirm availability for the term of the contract as described in Section 7.2. Section 7.2 does not appear to align with this requirement. Please confirm the correct RFP reference and confirm the “term of the contract”.
- A11** Please disregard the reference to Section 7.2. The contract does not specify a fixed term; its duration shall be deemed to extend for the entirety of the project.
- Q12** Section 5.3.Tab D.4 requests offerors to acknowledge response times as set forth in Section 7.25. Section 7.25 does not appear to align with this requirement. Please confirm the correct RFP reference
- A12** Please disregard the reference to Section 7.25. Reference updated language in the first page of this Addendum.
- Q13** Will the County consider extending the proposal due date, given the limited duration between the question due date and the current proposal due date.
- A13** This solicitation is being executed on a fast-track basis, and the due date is firm and not subject to extension.

END OF QUESTIONS