



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### INVESTIGATIVE SERVICES FOR EMPLOYEE RELATED ISSUES

ACCEPTANCE DATE: Prior to 4:00 p.m., April 25, 2013 "Atomic" Time

RFP NUMBER: QQ-01784

ACCEPTANCE PLACE: Department of Management and Financial Services  
Division of Procurement, MSC #41C  
One Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 6.30 and 9.19. Please complete the Proof of Authority to Transact Business in Virginia form on page 30 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

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

Cheryl L. Middleton, CPPB  
Assistant Purchasing Agent  
(703) 737-8998  
(703) 771-5097 (Fax)  
E-mail address: Cheryl.Middleton@loudoun.gov  
This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: April 2, 2013

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  
INVESTIGATIVE SERVICES FOR EMPLOYEE RELATED ISSUES

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE .....	3
2.0 COMPETITION INTENDED .....	3
3.0 BACKGROUND INFORMATION .....	4
4.0 OFFEROR'S MINIMUM QUALIFICATIONS .....	5
5.0 SCOPE OF SERVICES .....	5
6.0 CONTRACT TERMS AND CONDITIONS.....	7
7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS .....	20
8.0 PROPOSAL SUBMISSION FORMAT .....	21
9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS .....	22
10.0 PROPOSAL SUBMISSION FORM AND OTHER FORMS .....	28

Prepared By: s/Cheryl L. Middleton, CPPB Date: 4/2/13  
Assistant Purchasing Agent

# **INVESTIGATIVE SERVICES FOR EMPLOYEE RELATED ISSUES**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to solicit offers from qualified firms with significant experience in providing informal fact-finding and formal investigative services for workplace related complaints and allegations on an “as needed” basis. Typical complaints and allegations for which the County requires investigative and fact-finding services include, but are not limited to the following:

- Equal Employment Opportunity, including discrimination, harassment and hostile work environment
- Fraud, Waste, and Abuse
- Whistleblower
- Workplace Violence
- Ethical Violations
- Employee or Supervisor Misconduct

The services to be provided involve determining the most appropriate investigative method relative to the type of complaint or allegation; conducting an objective and thorough investigation or fact-finding; collecting and preserving all relevant evidence; drafting a comprehensive and detailed written report to document the allegations, actions taken in furtherance of the investigation or fact-finding, findings for each allegation, and any recommendations; and meeting with County representatives to debrief the organization on the results of the investigation or fact-finding. These services are to be provided in a timely and confidential manner.

The Contract to be awarded will be for an initial period of one (1) year, with four (4), one (1) year options to renew at the sole discretion of the County. The County reserves the right to award more than one Contract. The number of Contracts awarded will be dependent upon the quality and quantity of proposals received. In the event the County does award to multiple providers, assignments will be distributed based upon area of expertise, availability, and cost.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

### 3.0 BACKGROUND INFORMATION

Loudoun County is located in Northern Virginia, approximately 40 miles west of Washington, DC, the nation's capital. One of the fastest growing counties in the country, Loudoun has a thriving economy based on technology, aviation, federal government entities and contractors, and science-related businesses. A Forbes study (<http://www.forbes.com/sites/nathanvardi/2012/04/24/americas-richest-counties/>) identified Loudoun as one of America's wealthiest counties based on its median household income.

The County operates under Virginia's "traditional" form of county government and is governed by a nine-member Board of Supervisors. The Chairman of the Board of Supervisors is elected by the voters at-large and the other Supervisors are elected from each of the eight (8) election districts within the County. All nine members serve concurrent terms of four years. The County has five elected constitutional officers: Clerk of the Circuit Court, Commissioner of the Revenue, Commonwealth's Attorney, Sheriff, and Treasurer. The public school system is funded by the Board of Supervisors, but it is governed by a separate, elected School Board.

The County has an AAA bond rating with the three (3) major rating agencies, reflecting its excellent financial management and positive position for the future.

The County government workforce consists of over 3,000 regular employees and 2,800 temporary employees in approximately 35 departments.

Departments are grouped according to similar services or function as follows:

**General Government Administration includes:** County Administrator, County Attorney, General Services, Information Technology, Management & Financial Services, and Transportation and Capital Infrastructure.

**Public Safety and Judicial Administration includes:** Animal Services, Community Corrections, Courts, Fire, Rescue & Emergency Management, and the Sheriff's Office.

**Community Development includes:** Building & Development, Planning, Mapping and Geographic Information, and Economic Development.

**Health and Welfare includes:** Family Services, Health Department, and Mental Health, Substance Abuse and Development Services.

**Parks, Recreation and Culture group includes:** Library Services, Parks and Recreation and Community Services.

The Human Resources Division is currently organized in generalist teams with each team assigned to provide Human Resources services to the specific business groups identified above. One of the services provided by each team to its assigned business group(s) is investigative services. In the Loudoun County Sheriff's Office (LCSO) and the Department of Fire Rescue and Emergency Management (FREM), employee investigations not involving allegations of workplace harassment, hostile work environment and discrimination are typically conducted by the respective Internal Affairs Unit / Professional Standards Office. For employee complaints or allegations of harassment, discrimination, and hostile work environment against a uniformed fire fighter or sworn law enforcement officer, Human Resources partners with the LCSO Internal Affairs Division and FREM Office of Professional Standards in conducting those investigations.

From time to time, the County may wish to use the services of an outside investigative firm due to issues of internal workload, conflicts of interests, or the need for specialized expertise. During FY12, the Human Resources Division conducted twelve (12) investigations. One (1) investigation was outsourced to a contractor.

#### **4.0 OFFEROR'S MINIMUM QUALIFICATIONS**

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

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

Key staff conducting investigations and fact-findings shall have a minimum of seven (7) years of experience in workplace-related investigations. Provide copies of resumes for the key staff to be assigned and a brief description of similar work performed by each.

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

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

All work to be provided under this scope of services must be provided in a confidential manner. The successful firm may only communicate with designated representatives within the County regarding the nature and scope of the investigation; information and evidence collected; investigative findings; and investigative work products.

## 5.1 Conduct Investigation

The Contractor shall:

- 5.1.1 Meet with the appropriate County Human Resources staff within three (3) days of notice to discuss the allegations to be investigated.
- 5.1.2 Provide an investigative plan within two (2) days of the initial consultation, detailing the issues to be investigated, witnesses to be interviewed, evidence to be reviewed and/or collected, and an estimated timeline for the investigation.
- 5.1.3 Determine the most appropriate investigative method(s) to be used, for each investigation in conjunction with the Human Resources designee.
- 5.1.4 Interview witnesses, complainants and other persons, gather documents, administer oaths and examine persons, prepare witnesses, affidavits, and supporting documentation, and otherwise conduct all research necessary and gather all evidence sufficient to complete each assigned investigation and support any conclusions regarding violations of County policies and/or state or federal law.
- 5.1.5 Evaluate all evidence gathered in each investigation to formulate defensible investigative conclusions regarding the alleged violations.
- 5.1.6 Provide updates to Human Resources Officer or designee on the progress of the investigation, including any anticipated changes to the established timeline, on a weekly basis or as requested by the County.

## 5.2 Report Findings

The Contractor shall:

- 5.2.1 Prepare a written report that documents the entire investigation process, to include but not limited to:
  - the allegation or the employee conduct being investigated;
  - the investigative methodology and procedures utilized in the investigation;
  - individuals interviewed, evidence reviewed, the credibility of the individuals interviewed and documents reviewed;
  - the actions taken in furtherance of the investigation;
  - the facts gathered during the course of the investigation;
  - the investigator's evaluation of the facts; a determination if any of the County's policies or departmental standard operating procedures (SOPs), state or relevant laws have been violated.

- 5.2.2 Submit a final written report with supporting documentation, findings and recommendations with all evidence, and applicable materials to the County's Human Resources Officer or designee within ten (10) workdays after the completion of the investigation. Along with the report, the Contractor shall also provide copies of recorded interviews, surveillance recordings, if applicable, and any other applicable evidential support used to validate the written findings, and applicable recommendations.
- 5.2.3 Within five (5) business days of the delivery of the written report, the assigned Investigator may be required to conduct a debriefing session with the Human Resources Officer or designee, and the applicable department head or other members of the County's leadership team, and a representative from the County Attorney's Office.

### 5.3 Other Requirements

The Contractor shall:

- 5.3.1 Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations.
- 5.3.2 Travel to locations throughout the County to conduct investigations.
- 5.3.3 Participate in administrative hearings, in court, or other official proceedings that result from the investigations.
- 5.3.4 Maintain records of investigations in accordance with the Library of Virginia records management guidelines.

## 6.0 **CONTRACT TERMS AND CONDITIONS**

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

### 6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Human Resources Officer or her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Human Resources Officer or her authorized representative(s) acting within their

authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

6.2 Contract Period

The Contract shall cover the period from July 1, 2013 through June 30, 2014 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same prices, terms and conditions as the initial term.

Notice of intent to renew will be given to the Contractor in writing, normally ninety (90) days before the expiration date of the current term.

6.3 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.4 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.5 Material Safety Data Sheets

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

6.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business,



Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

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

6.7 Payment of Taxes

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

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

6.8 Insurance

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

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

1. Workers' Compensation:

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

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

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

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

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

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

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

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

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.9 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.10 Safety

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

6.11 Permits

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

#### 6.12 Notice of Required Disability Legislation Compliance \*

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

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

#### 6.13 Ethics in Public Contracting \*

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

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

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

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

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona

vide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 6.15 Drug-free Workplace \*

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

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

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

#### 6.16 Faith-Based Organizations \*

Loudoun County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986 \*

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

6.18 Substitutions

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

6.19 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

6.20 Exemption from Taxes \*

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

6.21 Ordering, Invoicing and Payment

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

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and

shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Division of Human Resources  
1 Harrison Street, SE 4<sup>th</sup> Fl, MCS 41  
Leesburg, VA 20175

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

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

#### 6.22 Payments to Subcontractors \*

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

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

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

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

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

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



6.23 Assignment of Contract \*

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.24 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

6.25 Contractual Disputes \*

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

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

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.26 Severability \*

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

6.27 Applicable Laws/Forum \*

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.28 Notices

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

**TO CONTRACTOR:**

**TO COUNTY:**

Division of Human Resources  
Attn: Jeanette Green  
1 Harrison St, SE, 4<sup>th</sup> FL, MSC 41  
Leesburg, VA 20175

With copy to:

Division of Procurement  
Attn: Cheryl L. Middleton, CPPB  
1 Harrison St, SE, 4<sup>th</sup> FL, MSC 41C  
Leesburg, VA 20175

6.29 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 of Loudoun, the

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

6.30 Authority to Transact Business in Virginia \*

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

6.31 Criminal Background Checks

The Contractor shall obtain criminal background checks on all personnel that will be assigned to County under this Contract. The background checks MUST be completed and received by the County Contract Administrator before any personnel can work on County property. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. The Contractor MUST remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

6.32 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential

information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

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

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

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

#### 6.33 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.

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

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

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

- A. Ability to meet/exceed requirements contained herein. **40 points**

- B. Credentials and related experience of firm and qualified staff in conducting similar employee investigative services. **40 points**
- C. Compliance with Contract Terms and Conditions. **10 points**
- D. Overall quality and completeness of proposal (and interview, if shortlist). **10 points**

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

Once these interviews and discussions are completed, the PAG will finalize the rankings.

Final negotiations for a binding estimate of cost will begin with the top ranked firms. If a Contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firms and negotiations conducted with the next ranked firm, and so on. The PAG will conduct all subsequent negotiations and will make a recommendation for Contract award.

## **8.0 PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

### **8.1 Ability to meet and exceed requirements contained herein:**

- 8.1.1 Specifically state your firm's ability to perform each task as listed in Section 5.0 above.
- 8.1.2 Describe your firm's strategy for approaching investigations for employee related issues.
- 8.1.3 Describe what information, documents, staff assistance, facilities or other resources your firm would require from the County to complete your work.
- 8.1.4. Identify what additional resources your firm has available to you to conduct a successful employee investigation.

### **8.2 Employee Investigation services experience of firm and dedicated staff.**

- 8.2.1 Provide a brief history of the organizational structure of your firm, demonstrating the qualifications of your firm.

- 8.2.2 Identify the key personnel from your firm that would be assigned to this Contract. Include a brief description of their qualifications and job functions and years of related experience, and years with the firm. Provide detailed resumes that include successful contracts similar to the requirements contained herein.
- 8.2.3 If two or more consultants will be assigned to this project, include a simple organization chart that clearly delineates communication/reporting relationship among project staff. Designate a Project Manager or Lead Consultant who would become the County's primary contact.
- 8.2.4 Offerors shall provide information describing any licenses, certifications, special credentials, or special industry designations held by any of its staff related to investigation services.
- 8.2.5 Offerors shall provide information describing any suspensions, revocations, reprimands, or legal actions taken against staff.
- 8.2.6 Offerors shall provide a statement certifying no investigators employed by the Offeror have been convicted of any felony or misdemeanor criminal offense.
- 8.2.7 Current/past performance in similar activities – provide a list of at least five (5) public/government agencies for which your company has provided similar employee investigation services over the last five (5) years. Include in your list: Client (contact person name, title, full address, email, and telephone number of a reference within each agency); period of contract; value of contract; investigative services provided and results. The County may contact these agencies for references. *Failure to include references may be cause for rejection of proposal as non-responsive. Firm hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.*

8.3 Compliance with Contract Terms and Conditions

- 8.3.1 State your firm's compliance with the Contract Terms and Conditions as listed in Section 6.0. Specifically list any deviations.

## **9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.

- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on April 25, 2013. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original and four (4) of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

## 9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received *by 5:00 p.m. April 15, 2013*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

## 9.3 Firm Pricing for County Acceptance

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

#### 9.4 Proprietary Information

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

#### 9.5 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

#### 9.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### 9.7 County Furnished Support/Items

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

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the



County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.8 Subcontractors

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

9.10 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

9.11 Late Proposals

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

9.12 Rights of County

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

9.13 Prohibition as Subcontractors

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

9.14 Proposed Changes to Scope of Services

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

9.15 Miscellaneous Requirements

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

9.16 Notice of Award

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

9.17 Protest

Offerors may refer to Sections 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, Management and Financial Services.

9.18 Debarment

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

9.19 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not

receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.20 Cooperative Procurement

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

9.21 W-9 Form Required

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

9.22 Insurance Coverage

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



## Loudoun County, Virginia

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

### 10.0 INVESTIGATIVE SERVICES FOR EMPLOYEE RELATED ISSUES

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

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

FEIN \_\_\_\_\_

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

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

ITEM:	INCLUDED: (X)
1. W-9 Form (9.21):	_____
2. Certificate of Insurance (9.22):	_____
3. Addenda, if any (Informality):	_____

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

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proposal Response Info (8.0):	_____
5. Proof of Authority to Transact Business in Virginia Form:	_____
7. Minimum Qualification Documentation (4.0):	_____

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

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

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

Name of person authorized to bind the Firm (9.9): \_\_\_\_\_

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

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



## Loudoun County, Virginia

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

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

QQ-01784

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

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

☐ Other \_\_\_\_\_

## SERVICE RESPONSE CARD

QQ-01784

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

### How did we do?

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

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

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

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

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

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

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

**RIDER CLAUSE**  
Use of Contract by Members of the  
Northern Virginia Cooperative Purchasing Council and  
the Metropolitan Washington Council of Governments

RFP Investigative Services for Employee Related Issues

QQ01784

This clause is intended to allow a successful contractor to offer the goods and services of the proposal to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the offeror's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify an offeror nor adversely affect the award of the contract.

**OFFEROR'S AUTHORIZATION FOR PARTICIPATION:**

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Authority		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

OFFEROR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

This form must be completed and returned with proposal.

Revised 6/2006