



Loudoun County, Virginia

REQUEST FOR PROPOSAL

UPPER BROAD RUN WATERSHED MANAGEMENT PLAN PILOT PROJECT

ACCEPTANCE DATE: Prior to 4:00 p.m., January 3, 2013 "Atomic" time

RFP NUMBER: QQ-01762

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, SE, 4th 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 7.18 and 8.31. Please complete the Proof of Authority to Transact Business in Virginia form on page 32 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.

A Pre-Proposal Conference will be held at 1:00 p.m. on December 4, 2012 in the Lovettsville Room of the Loudoun County Government Center, One Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

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

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Contracting Officer
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E-mail address: Christopher.Bresley@loudoun.gov
This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: November 26, 2012

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

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Prepared By: s/Christopher Bresley, CPPB
Contracting Officer

Date: 11/26/2012

UPPER BROAD RUN WATERSHED MANAGEMENT PLAN PILOT PROJECT

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain professional consulting services for the preparation of a pilot watershed management plan for the Upper Broad Run Watershed in Loudoun County, Virginia. This pilot plan is intended to serve as a general template for watershed management planning and subsequent water quality and water quantity (i.e. stormwater management, infiltration, flood control, etc.) improvement recommendations, both structural and non-structural, on a countywide basis. The pilot plan, and any subsequent plans derived from the pilot template, will focus on identifying water quality and quantity issues in the watershed and evaluating, prioritizing, and developing cost estimates to implement structural and non-structural Best Management Practices (BMPs) that are effective in improving local watershed conditions. Where possible, BMPs will be selected that have been approved by the Environmental Protection Agency (EPA) as strategies to achieve the goals of the Watershed Implementation Plan (WIP) supporting the Chesapeake Bay Total Maximum Daily Load (TMDL).

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. The Purchasing Agent must receive such notification not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

Loudoun County, Virginia ("Loudoun") is located approximately twenty-five (25) miles west of Washington, D.C., is bordered on the west by the Blue Ridge Mountains and to the north by the Potomac River. It covers an area of approximately 520 square miles. The eastern portion of Loudoun is characterized by mostly suburban development; it includes the Town of Leesburg, and part of Washington Dulles International Airport. The western portion of Loudoun is characterized by agricultural/rural properties interspersed with several towns and a number of residential subdivisions. According to the U.S. Census Bureau, the population of Loudoun in 2010 was 312,311 which represented an eighty-four percent (84%) growth rate since 2000 – the fourth highest in the nation among counties with populations exceeding 100,000 for that period. Loudoun's population is projected to increase to over 480,000 by 2040.

During the past decade, several programs and projects conducted by Loudoun County Government ("County") contributed significantly to a better understanding of Loudoun's water resources. These programs, along with the stormwater management program, have also provided a foundation from which the County can begin a systematic and detailed approach to watershed management planning and implementation that will help protect, and restore where possible,

the quantity and quality of Loudoun's surface water and groundwater resources. Watershed management is a well-established method for successfully managing water resources, including improvement of water quality, and is the approach recommended by both state and federal agencies.

In 2006, the County completed the Strategic Watershed Management Solutions project, which resulted in a proposed strategy for watershed management in Loudoun. In 2008, the Comprehensive Watershed Management Plan report was completed, which included a general desk-top analysis to characterize Loudoun's watersheds and proposed the rationale, basic components, and recommendations for the County to develop a program to manage the watersheds in Loudoun.

Based on these prior efforts, the Loudoun County Board of Supervisors (Board of Supervisors) appointed Water Resources Technical Advisory Committee (WRTAC) and County staff developed a number of priority recommendations for the County to consider pursuing in the area of watershed management. The recommendations were presented at several meetings of the Board of Supervisors and/or its Transportation and Land Use Committee with one of the outcomes being funding allocated to initiate a watershed management pilot project. This pilot project will create the County's first detailed watershed management plan. The plan will focus on a discrete watershed area, identify specific watershed problems and issues, their locations within the study area, and recommend solutions to correct or improve the problems and provide the projected costs to implement the solutions.

As a pilot project, a component of this effort will be to develop an approach, format, and content that can be successfully applied to watersheds countywide to allow meaningful comparisons of prioritized issues and implementation measures among the various watersheds. A basic set of watershed goals, methods of identifying and prioritizing problems and their solutions, and performance measures/indicators shall be developed, while recognizing that there will be unique aspects of each watershed that will require a level of flexibility in the plan and approach for a successful outcome.

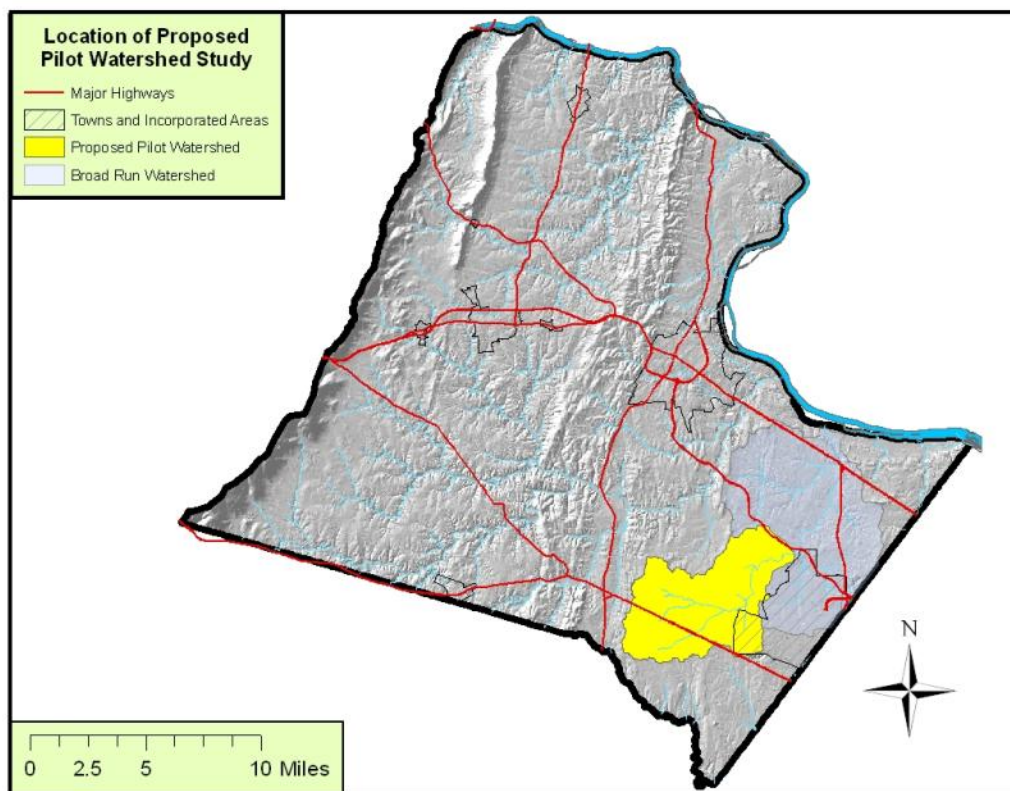
This pilot plan will serve as an essential element in the overall WIP efforts by the County. While the WIP seeks to address the reduction of nutrients and sediment required to meet the Bay TMDL without location designation, the pilot project will identify structural and nonstructural BMPs using data and assessment at a local scale to help meet Bay TMDL implementation progress assessments and benchmarks.

Proposed solutions to the identified watershed problems and issues are expected to include structural and non-structural projects and activities that can improve watershed function, ecosystem habitat, and human health and safety. Structural improvements will involve BMPs, some of which might be constructed through the County's Capital Improvement Program. Non-structural BMPs may include programmatic opportunities such as public outreach and education, IDDE (illicit

discharge, detection and elimination), pollution prevention planning, erosion and sediment control inspection and enforcement, continued management of floodplains, and enhanced BMP maintenance. A full list of EPA approved BMPs for nutrient and sediment reduction can be viewed at <http://www.vasttool.org/Documentation.aspx>. Many of these practices are already in place in the County and watershed planning can assist in focusing and tailoring the practices to the specific needs of each watershed. An important aspect of the project is the development of a Watershed Partnership Workgroup (WPW) composed of engaged, knowledgeable citizens from the watershed who are interested in contributing to the development of the watershed plan. This group and others that are included in outreach and education efforts will provide critical feedback to improve the project, gain insight into the importance of watershed stewardship, and participate in helping to maintain and improve the watershed in the future.

Based on an assessment by County staff and WRTAC, and approved by the Board of Supervisors, the watershed area identified as the most suitable for the pilot watershed project is the upper section of the Broad Run Watershed (Figure 1). This area, which includes Transition Policy Area, contains a number of planned land use types that will be encountered in other watersheds throughout Loudoun and is projected to have an increase in population of approximately 190 percent by 2040.

Figure 1. Location of Pilot Watershed Management Plan Project in Upper Broad Run.



4.0 OFFEROR'S MINIMUM QUALIFICATIONS (If applicable)

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/or non-responsive and rejected.

This documentation is to be provided in the proposal submission as indicated in Section 6.3D of this document.

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

- 4.1 The Consultant shall have been in business a minimum of five (5) years providing watershed management planning/implementation and water resources engineering services of similar type, size, and complexity to the Scope of Services (Section 5.0). Previous services performed in the Northern Virginia region are preferred.
- 4.2 The Consultant shall designate a Project Manager who shall have a minimum of ten (10) years experience in water resources science/engineering with at least five (5) years specifically dealing with watershed management planning/implementation. Provide a resume for the designated project manager detailing the required experience.

5.0 SCOPE OF SERVICES

All offerors must be able to provide professional services to develop the watershed management plan as described herein within twelve (12) months of the Notice to Proceed date, which is anticipated to be in June 2013. The general tasks and subtasks currently envisioned that the Consultant will conduct are:

5.1 Public outreach, explanation, and participation:

- A. Notify the community of the project and explain its purpose and scope of tasks. This task shall include publicizing the project, providing and presenting explanatory meeting materials, providing a meeting facilitator, and recording the meetings. The County will provide support in publicizing, promoting, recording, and meeting logistics.
- B. Develop an Upper Broad Run Watershed Partnership Workgroup (WPW) composed of knowledgeable and engaged citizens interested in participating and contributing to the development of the watershed plan. The WPW will be developed with citizen input from the initial public outreach meetings. The Workgroup may request information and experiences from other committees such as the Water Resources Technical Advisory Committee (WRTAC), WIP Technical Advisory Committee, or WIP Stakeholder Committee.
- C. In cooperation with the Public Affairs and Communications Division of the Office of the County Administrator and the Department of

Information Technology, support the development of and updates to project information through www.loudoun.gov.

5.2 Assessment of Current Conditions:

Initial “desktop assessment” of the watershed using available data provided by the County to characterize the watershed, divide it into logical sub-watershed areas for more detailed investigation, identify actual or potential areas of water quality issues, flooding, etc.

- A. With assistance from members of the WPW and other interested citizens, identify additional areas of known or historical water quality/quantity problems (eroded stream banks, flood-prone areas, known or suspected pollution sources, etc.).
- B. Perform field assessment of areas of concern as identified by the “desktop assessment” or through citizen input. Where needed, seek assistance from WPW and other citizen participants for gaining permission to access private property for field assessment. Evaluate and document conditions, and identify potential causes. The County will be responsible for sending letters to private property owners requesting permission to access their property.
- C. Combine results of desktop assessment with additional field data to develop final assessment of watershed conditions. Include known or suspected water quantity and quality issues and areas of concern and rank or group by type and estimated importance.

5.3 Watershed Management Strategy:

- A. Evaluate, select, and apply modeling approach to analyze and simulate estimated stream flows and pollutant loads for existing and projected future land use conditions in 2025 (WIP final milestone) and 2040 (Traffic Analysis Zone forecast¹). Conduct feasibility-level review of potential structural and non-structural best management practices (BMPs) to address water quantity and water quality issues identified.
- B. Identify options with modeling scenarios. Rank BMP options (effectiveness, cost, ability to construct, applicability to Bay TMDL BMPs, etc.)
- C. Present findings at a meeting of the WRTAC and solicit input.
- D. Present findings to WPW and solicit input.
- E. Develop final ranking of BMPs (includes structural and non-structural solutions).
- F. Generate costs (including maintenance), implementation schedules/timelines, and calculated runoff and pollutant loads under each of the following scenarios:

¹ See <http://www.loudoun.gov/index.aspx?NID=1913>

- i. Current land use/development conditions – no new BMP implementation
- ii. Current land use/development conditions - with implemented suite of recommended BMPs
- iii. Future land use/development – no new BMP implementation
- iv. Future land use/development – with implemented suite of recommended BMPs.

Note: Information regarding both current and future land use/development conditions will be provided to the Consultant, but it shall be the responsibility of the Consultant to project the effects of the scenarios on Upper Broad Run water quality.

5.4 Deliverables:

The Consultant will provide deliverables to the County in several forms, which will be provided according to the schedule proposed by the Consultant and approved by the County. Deliverables shall include:

- A. Brochures, maps of the project site, and accompanying public meeting presentations (minimum of three (3)) to be delivered to local citizens during the initial public outreach and education effort. The materials will explain the purpose, timing, and expected outcomes of the watershed management plan pilot project. From the initial outreach effort, a list of citizen volunteers from the watershed will be developed that will form the WPW. The Consultant will provide a draft presentation (e.g., a slide show presentation file) to the County at least one (1) week prior to each public presentation.
- B. Monthly written progress reports delivered to the County with brief descriptions of work performed, tasks completed vs. total project tasks, and project budget expended vs. total budget in a format acceptable to the County.
- C. A written interim (at approximately six (6) months) report and oral presentations to include results of:
 - Watershed conditions assessment (Section 5.2)
 - Preliminary watershed management strategy (Section 5.3.a through c).

A draft of the report (five (5) copies) shall be provided to County staff for comment. The final interim report will be presented to the WRTAC and then to the WPW for input. Comments shall be documented and included as an addendum.
- D. A final project report with executive summary (no later than twelve (12) months after the Notice to Proceed date) shall present the approach and findings of the work including, but not limited to, the assessment of current conditions, ranked BMPs, the results of water quality and quantity modeling under the prescribed scenarios, recommended actions with associated schedules, costs and results,

and how this approach will be applicable to other watersheds within the county. A first draft (5 (five) copies) shall be provided to County staff for review and comment. A second draft of the report (estimated 30 copies) and summary presentations will be made to the WRTAC and the WPW. As deemed feasible and appropriate, comments on the second draft of the report from the WRTAC and WPW will be incorporated into the final report. The final report (estimated 30 copies) will be provided to the County. A presentation summarizing the work, findings, and recommendations will be made to the Board of Supervisors. Electronic versions (in both Microsoft Word and PDF format) of all reports shall be provided to the County. All files (including, spreadsheets, GIS and modeling) and final work products used in the analyses and reports shall be provided in a format acceptable to the County.

Note: The County may consider an extension to the scheduled deliverables if permission to access private properties is delayed during “Assessment of Current Conditions” – 5.2.B.)

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Instructions for Preparing Proposals set forth criteria which will be used in the receipt of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will be made up of the representatives from the Loudoun County Department of Building and Development.

6.2 Schedule

Pre-Proposal Conference	December 4, 2012
Questions Due	December 20, 2012
Proposals Due	January 3, 2013
Shortlist Announcement	January 30, 2013
Interviews	February 12, 2013
Final Ranking Announcement	February 20, 2013

Note: These dates are tentative and are subject to change.

6.3 Evaluation Process

The PAG will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

- *Do not include cost information in your proposal. This information will be requested from the top ranked offeror only.*
 - *Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your proposal response.*
- A. Signature Page (Pages 30 & 31)
 - B. Proof of Authority to Transact Business Form (Page 32)
 - C. Table of Contents
 - D. Response to Minimum Qualifications, Section 4.0 of this RFP.
 - E. Proven management skills and technical competence including specialized experience in the development of watershed management implementation plans. Demonstrated performance in providing well organized, accurate and fully coordinated planning documents with projects completed on time and within budget.

(20 points)

Management Skills and Technical Expertise include as a minimum:

- Provide a detailed description of three (3) watershed management planning projects similar to the Scope of Services in Section 5.0 of this RFP, completed within the past ten (10) years. Offeror shall include in each detailed project description:
 - Narrative – Maximum of one (1) page per project.
 - The narrative shall address the project approach and salient features of each project and discuss how the client's objectives were satisfied. Also include the completion date and contract cost.
 - Provide information on delivery of project on time and within budget. Provide project time (contract and actual); contact cost (estimated and actual); problems encountered and solutions devised.
 - Each narrative should also include name, phone number, and email address for the main point of contact for each project. (Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.)
- Provide a list of additional similar projects which demonstrate depth of experience. Provide a brief scope, project cost, and owner's contact information.
- Awards and letters of commendation received.
- References: All 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-responsive. Offeror hereby

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

- F. Credentials of project team, including: project manager's history of related projects; history of the proposed team working together on past projects, particularly as related to prior work similar to the Scope of Services. **(20 points)**

Include as a minimum:

- Identification of project manager and project team.
- Staffing plan
- Project manager's resume and history of related projects
- Lead environmental scientists/engineers resumes and history of related projects
- Resumes of key project staff members, including identification of science/engineering disciplines.
- Identify sub-consultants and previous working experience with sub-consultants

- G. Understanding of tasks and requirements as depicted in the proposal. **(35 points)**

Include as a minimum:

- Major project elements and goals
- Task descriptions and approach
- Work-flow diagram
- Discussion of salient events
- Deliverables
- Proposed project schedule inclusive of review periods and estimated time for administration actions
- Effectively involving the public and developing and maintaining their support during the project.

Identify additions and/or modifications to the approach and tasks identified in the scope of services that the consultant believes would improve the results of the project.

- H. Compliance with contractual terms **(5 points)**

Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.

Offerors taking exception to the Contract 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.

- I. Capability for timely response **(5 points)**
- Provide an organizational chart and primary office locations of project team personnel.
 - Demonstrate project team capability of timely response and ability to meet milestones.
- J. Overall quality and completeness of proposal and interview, if short listed. A specific response to this section is not required in your proposal. **(15 points)**
- Proposal and interview will be assessed for:
- Completeness and understanding of requirements
 - Attention to detail
 - Clarity and organization
 - Inclusion of appropriate experiential projects
- K. Additional Documents: Include requested documents such as but not limited to: Addendums, W-9, insurance certificate and the “How did you Hear” form on Page 32.

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 top ranked offerors.

After the interviews and discussions are completed, the PAG will finalize the rankings and select a top ranked firm. The detailed scope of services will be provided only to the top ranked firm. Final negotiations for a binding estimate of cost will begin after the top ranked firm has reviewed the detailed scope. 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 offeror and negotiations will be conducted with the next-ranked offeror, and so on. The PAG will conduct all subsequent negotiations for the resulting contract award.

7.0 INSTRUCTIONS TO OFFERORS

7.1 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. 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 in ink 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. Project costs are not to be included in technical proposal.
- E. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on date identified on the cover of this RFP. 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.
- F. 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.
- G. Each offeror shall submit one (1) original and four (4) copies of their technical proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

7.2 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. Thursday, December 20, 2012**. 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.

7.3 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 it has received all Addenda prior to submitting a proposal. All Addenda can be downloaded from www.loudoun.gov/procurement.

7.4 Completion

Proposal must show number of days required to complete the project under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offerors list.

7.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to 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.

7.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should 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 of 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.

7.7 Withdrawal of Proposals

All proposals submitted should be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

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.

7.8 County-Furnished Support/Items

The level of support required from County personnel for the completion of each task shall be estimated 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 offeror to complete its task.

7.9 Subconsultants

Offerors shall include a list of all subconsultants in their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The County reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected, the offeror may replace that subconsultant with another subconsultant 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.

7.10 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.

7.11 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.

7.12 Prohibition as Subconsultants

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.

7.13 Deviations from 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 determine the responsiveness of any deviation.

7.14 Notice of Award

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

7.15 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.

7.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content, and not on volume or elaborate presentation materials.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
- 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 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.

7.17 Debarment

By submitting a proposal, the offeror is certifying that he is not currently debarred by the County, 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.

7.18 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>.

7.19 Form W-9 Required

Each offeror shall submit a completed W-9 form with their offer. 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>.

7.20 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.

8.0 **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.**

8.1 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 Director of the Department of Building and Development and their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director of the Department of Building and Development and their 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 Consultant.

8.2 Delays

Time is of the essence. If delay is foreseen the Consultant shall give immediate written notice to the Division of Procurement. The Consultant must keep the County advised at all times of status of work. Default in promised completion (without accepted reasons) or failure to meet scope of services, authorizes the Division of Procurement to purchase services elsewhere and charge full increase in cost to the defaulting Consultant or deduct the costs from any balance owing the Consultant.

8.3 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or

otherwise modify existing Purchase Orders, to other Open-End 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 particular project and for the convenience of the County.

8.4 Material Safety Data Sheets

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

8.5 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.

8.6 Payment of Taxes

All Consultants 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 Consultant prior to the award of any Contract or Contract renewal.

8.7 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 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 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 County. 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 County 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 its 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 County. These certified copies will be sent to the County 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 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 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 County 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 8.7.B.4 is to be adjusted with the County and made payable to the County 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 County, its officers, employees, and agents.

8.8 Hold Harmless Clause

The Consultant shall indemnify and hold harmless the County, 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 negligent act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. 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 County is prohibited from indemnifying Contractor and/or any other third parties.

8.9 Safety

All Consultants and subconsultants performing services for the County of Loudoun 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 persons or property within and around the work site area under this Contract.

8.10 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.

8.11 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 Conflict of Interests Act.

8.12 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, 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, rule or regulation 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 subconsultant or vendor.

8.13 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.

8.14 Faith-Based Organizations *

Loudoun County does not discriminate against faith-based organizations.

8.15 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.

8.16 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.

8.17 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.

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 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 Consultant shall provide complete cooperation during any such investigation.

All invoices shall be forwarded to the following address:

Loudoun County
Department of Building and Development
Attn: Dennis Cumbie, Project Manager
1 Harrison Street SE, Mail Stop #60
Leesburg, VA 20176

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

8.18 Payments to Subconsultants *

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

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

The Consultant shall pay interest to the subconsultant 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 subconsultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subconsultant.

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

8.19 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 subconsultant unless the County agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the County in its reasonable discretion.

8.20 Assignment of Contract *

The Consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or

interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

8.21 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Consultant; 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 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 Contract in a subsequent fiscal year, then the Contract 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 Contract.

8.22 Contractual Disputes *

The Consultant 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 written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Agent'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. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

8.23 Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the resulting Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the resulting Contract shall be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

8.24 Compliance with the County's General Conditions and Standard Division I Specifications for Construction

The Consultant shall read the County's General Conditions and Standard Division 1 Specifications and agree to comply with same, including but not limited to all review deadlines identified in those documents.

8.25 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 the County, and all such materials shall be returned to the County 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 County. However, the Consultant may retain file copies which cannot be used without prior written consent of the County. The County agrees that the Consultant shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

8.26 Submissions

All project correspondence, design/review documents, reports etc., prepared by the Consultant shall be distributed to the County's Project Manager for each major phase and sub phase of the project in the quantities as directed. Within ten (10) days of project completion of each phase submit a project completion report with project close out documents to the County's Project Manager.

8.27 Responsibility for Claims and Liabilities

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

8.28 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.

8.29 Applicable Laws/Forum Contract *

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.

8.30 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 over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT:

TO COUNTY:

Loudoun County
Division of Procurement
Attn: Christopher Bresley
1 Harrison St SE
Leesburg, VA 20175

8.30 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 of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

8.31 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.

8.32 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.



Loudoun County, Virginia

Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

9.0 UPPER BROAD RUN WATERSHED MANAGEMENT PLAN PILOT PROJECT

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby proposes to provide the requested services as defined herein.

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

- 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 (7.19): | _____ |
| 2. Certificate of Insurance (7.20): | _____ |
| 3. Addenda, if any (Informality) (7.11): | _____ |

- 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 (7.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (7.2):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Response to Section 6.3 (One (1) original & four (4) copies)	_____
4. Proof of Authority to Transact Business in Virginia Form (Page 32):	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name and title of person authorized to bind the Firm (7.6):

Name: _____ Title: _____

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

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/offeree 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/offeree 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/offeree 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/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

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

C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree 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/offeree is not required to be authorized to transact business in Virginia.

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

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01762

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

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

☐ Other _____

SERVICE RESPONSE CARD

QQ-01762

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**