Loudoun County, Virginia

REQUEST FOR PROPOSAL

TRANSIT-ORIENTED DEVELOPMENT BARRIERS, INCENTIVES ANALYSIS AND AFFORDABLE HOUSING POLICY DEVELOPMENT

ACCEPTANCE DATE: Prior to 4:00 p.m., May 28, 2025 "Atomic" Time

RFP NUMBER: RFQ 676875

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

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

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

Issue Date: April 30, 2025

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

TRANSIT-ORIENTED DEVELOPMENT BARRIERS, INCENTIVES ANALYSIS AND AFFORDABLE HOUSING POLICY DEVELOPMENT

Prepared By: Sadia Ferguson Date: April 30, 2025
Contracting Officer

TRANSIT-ORIENTED DEVELOPMENT BARRIERS, INCENTIVES ANALYSIS AND AFFORDABLE HOUSING POLICY DEVELOPMENT

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain firm fixed price proposals from qualified firms or Offerors specializing in land use planning, housing policy, affordable housing development, and transit-oriented development (TOD). The selected firm will provide research, policy development, economic feasibility analysis, and land use planning services for the County of Loudoun Department of Housing and Community Development ("DHCD" or the "County").

2.0 COMPETITION INTENDED

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

3.0 BACKGROUND INFORMATION

3.1 Overview of the Solicitation

The County of Loudoun, Virginia (County) is soliciting quotes from qualified Offerors to assist the County with developing a policy statement for the Board of Supervisors (Board) consideration and approval.

3.2 Objectives of the Policy Statement

The policy statement should outline the following:

A. Benefits and value of attainable housing production and preservation in locations served by high-transit access and community amenities.

B. Reflect current County policies and practices that support this goal.

C. Identify opportunities for locating such housing in the County.

D. Forecast potential additional units produced and/or preserved in these locations and affirm Strategy 5.4 of the Unmet Housing Needs Strategic Plan (UHNSP): "Support affordable housing located near transit centers and in the urban policy area".

3.3 Definition of Attainable Housing

"Attainable housing" is housing in the County that is affordable to households earning up to one hundred percent (100%) of the Area Median Income, spending no more than thirty percent (30%) of a household's monthly gross income on housing-related expenses.

3.4 Key Action Item for Policy Development

This Strategy includes the Key Action Item:

A. Adopt a specific policy that identifies the value of and desire for affordable housing to be in transit centers and the Urban Policy Area.

3.5 Updates to the County's Ordinance

The County's recently updated Zoning Ordinance includes language in several chapters that will lead to greater attainable housing production in areas with access to transit centers and bus stops. Specifically, in Chapter 2 of the Zoning Ordinance, the County encourages - within proximity to transit – "high intensity, compact, pedestrian-oriented, urban development with vertically mixed-use buildings in a compatible mixture of Lodging, Commercial, Public, Civic, and Institutional, Governmental, and high-density Residential uses" and to "provide opportunities for a variety of housing types, including accessory dwellings, that meet the housing needs for all ages, abilities, and socioeconomic groups as distance from the Metrorail station increases".

3.6 Current Policy Gaps

There is no existing Countywide policy statement that affirms the prioritization of attainable housing production and preservation near transit centers, high-amenity areas, or within transit-oriented developments.

3.7 DHCD's Role in Policy Development

DHCD will facilitate the development of such a policy, in consultation with a third-party consultant, and with the collaboration of internal County partners and external community stakeholders.

3.8 Equity Resolution and Its Implications

In January 2023, the County adopted an Equity Resolution that establishes and affirms the County's intent to promote fairness, justice, and inclusiveness in its priorities, policies, and programs. Per this Resolution, "equity is achieved when all people are fully able to participate in the County's economic viability, contribute to the County's readiness for the future, and connect to the region's assets and resources".

3.9 Importance of Housing Near Transit

Living in housing proximate to transit services and/or within transit-oriented developments allows residents proximity to jobs, neighborhood and community services, healthcare, and educational facilities; and it provides more options for commuting and travel such as walking, cycling, and use of public transit. This can offer additional benefits such as reduced household transportation costs, improved health, increased sense of community, reduced carbon footprint, and increased economic development.

3.10 Contractor Responsibilities for Drafting the Policy

The selected contractor will be directed to collaborate with DHCD to draft a policy that prioritizes attainable housing located close to transit services and/or within transit-oriented developments for Board consideration and approval.

3.11 Post- Approval Implementation

After Board consideration and approval of the policy statement, DHCD will work with the Department of Planning and Zoning (DPZ) to amend the 2019 General Plan to incorporate this policy language.

3.12 Contractor Expertise and Tasks

The selected contractor should have:

A. Expertise in both affordable housing and land use policy.

B. Conduct research on existing Loudoun County policies that support the production and preservation of attainable housing near transit centers and in the Urban Policy Area.

C. Coordinate with DHCD and County departments and offices (DPZ, Office of Real Property Asset Management and Planning, Department of Building and Development, etc.)

D. Conduct research on best practices, and draft text that can be incorporated into a County Policy Statement for Board consideration and approval.

E. Conduct an economic sensitivity analysis to evaluate the levels of attainable housing that would be economically feasible in development projects proximate to transit services and/or within transit-oriented developments.

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 shall be cause for proposal to be deemed non-responsible and rejected.*

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

4.1 The offeror shall demonstrate successful experience in evaluating and developing housing and land use policies for federal, state, or local governments or agencies; conducting market studies and economic sensitivity analysis; and soliciting stakeholder input. This should be done by providing, either via electronic links or PDF versions of documents, with a minimum of three (3) case studies of comparable projects or work performed.

4.2 The offeror shall provide at least three (3) references using the Reference Page included in this RFP. The references should verify that the offeror has been in business for five (5) years or more and detail the firm's experience and expertise in both affordable housing land use policy and policy development. Each reference should include the company name, point of contact, address, telephone number, e-mail address, and period of service and type of services provided.

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

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either <u>meet or exceed</u>, the requirements contained herein. All Contractors must be able to provide at a minimum, but not be limited to, the following:

5.1 <u>General Requirements:</u>

All tasks and deliverables shall be completed within eighteen (18) months from the effective date of Agreement for Service. The Contractor shall conduct an analysis of conditions within the County that demonstrates barriers and incentives to housing production (including affordable housing) within transit-oriented developments and transit-proximate locations and develop a Policy Statement that identifies the value of and desire for affordable housing located in these locations:

A. Review relevant existing County land use, zoning, and housing regulations and policies.

B. Forecast housing production within specific planning and zoning areas.

C. Conduct economic sensitivity analysis to determine levels of affordable housing feasible within transit-oriented developments and transit-proximate locations areas.

D. Identify barriers and incentives to residential production in transit-oriented developments and transit-proximate locations.

E. Provide recommendations of best practices to promote affordable housing within transit-oriented developments and transit-proximate locations.

F. Develop Policy Statement for Board of Supervisors consideration.

5.2 <u>General Tasks</u>

The Contractor shall:

A. Meet with:

1. DHCD Leadership Team and County staff.
2. External stakeholders including Housing Advisory Board, property owners, affordable housing developers, advocacy organizations, and other identified community stakeholders.

B. Review existing County policies related to attainable housing, transit-oriented development, environmental sustainability, and multi-modal transportation; including the 2021 Unmet Housing Needs Strategic Plan and the 2019 General Plan (Chapter 2 Urban Policy Area section, Chapter 4 Housing).

C. Review and evaluate existing Zoning Ordinance requirements related to residential development and attainable/affordable housing. (Chapter 2.01 Urban Zoning Districts and Chapter 9 Attainable Housing).

D. Forecast the number and types of housing allowable in parcels within 0.25 mile and 0.5 mile of transit centers and within any zoning classification that allows high-density residential development.

E. Conduct an economic sensitivity analysis to model and evaluate the levels of attainable housing that would be economically feasible within transit-oriented developments and transit-proximate locations.

F. Identify, evaluate, and analyze barriers to and incentives for the development of residential housing, including affordable housing, within transit-oriented developments and transit-proximate locations. Barriers and incentives may include land use regulations, zoning restrictions, financing, funding sources, and residential market demand.

G. Collect, summarize, and report stakeholder input in the forms of:

1. Meetings with DHCD Leadership Team and other identified County Staff
2. Focus groups and interviews with property owners, affordable housing developers, advocacy organizations, and other identified community stakeholders
3. Meetings with Housing Advisory Board

H. Attendance at Housing Advisory Board meeting, no more than one (1), Transportation and Land Use Committee meeting, no more than one (1), and Board of Supervisors business meetings, no more than two (2).

5.3 <u>Deliverables</u>:

The Contractor shall be responsible for delivering the following:

A. The final project work plan and schedule shall be presented to the Contract Administrator within ten (10) calendar days following the kickoff meeting. This schedule should illustrate the estimated timeline, in monthly increments, for the completion of all project tasks and deliverables.

B. A comprehensive report summarizing the following:

1. Stakeholder input.
2. Results of an economic sensitivity analysis used to model and evaluate the levels of attainable housing that would be economically feasible in transit-oriented development projects and transit-proximate developments.
3. Market study of residential development in transit-oriented and transit proximate developments in Loudoun County.
4. A summary of the barriers to and incentives for residential development, including affordable housing, within transit-oriented developments and transit-proximate locations.
5. A summary of industry best practices of local government policies affirming, incentivizing, and/or promoting affordable housing within transit-oriented developments and transit-proximate locations.

C. A Policy Statement for Board of Supervisors consideration of approval that identifies the value of and desire for affordable housing within transit-oriented developments and transit-proximate locations, incorporates data from forecasts, and references existing County policies.

D. Bi-weekly (every two (2) weeks) video conferences with County staff to provide status updates on project progress, with a meeting summary delivered to the County following each session.

E. The draft report shall be completed and presented to County staff within nine (9) to twelve (12) months from the effective date of the Agreement for Service. Additionally, County staff must be given at least thirty (30) days to review the draft report.

F. The final report shall be completed and presented to County staff within twelve (12) to sixteen (16) months from the effective date of the Agreement for Service.

6.0 TERMS AND CONDITIONS

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

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County's designated Program Coordinator or his/her authorized representative(s) for the Department of Housing and Community Development (DHCD). The Contractor shall not comply with requests and/or orders issued by other than the County's designated Program Coordinator or his/her authorized representative(s).

6.2 Term

The Contract shall cover the period from August 1, 2025 through January 31, 2027, or an equivalent period depending upon date of Contract award.

6.3 Delays and Delivery Failures

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

6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

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

6.5 Payment of Taxes

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

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

6.6 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of the 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.

4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Contractor resulting from any

action or operation under the Contract or in connection with the contracted work.

C. The Contractor 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 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 the 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, 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 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, Automobile Liability and Professional Liability policies, if any. 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 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 Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

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

E. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 Hold Harmless

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

6.8 Safety

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

6.9 Notice of Required Disability Legislation Compliance*

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

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

6.10 Ethics in Public Contracting *

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

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

6.11 Employment Discrimination by Contractors Prohibited *

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

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

6.12 Drug-free Workplace*

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

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

6.13 Faith-Based Organizations*

The County does not discriminate against faith-based organizations.

6.14 Immigration Reform and Control Act of 1986*

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

6.15 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.16 Substitutions

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

6.17 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.

6.18 Ordering, Invoicing, and Payment

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

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Housing and Community Development (DHCD)
Attn: Brandi D. Collins
P.O. Box 7000
Leesburg, VA 20177-7000

Or

Brandi.Collins@loudoun.gov

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

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

6.19 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.

6.20 Assignment*

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

6.21 Termination

Subject to the provisions below, 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.

6.22 Contractual Disputes*

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

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

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

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

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

6.23 Severability*

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

6.24 Governing Law/Forum

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

6.25 Notices

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

TO CONTRACTOR	**TO COUNTY (a) and (b):**
TBD	County of Loudoun, Virginia Division of Procurement 1 Harrison Street, S.E., 1st Floor **Drop Box: Procurement Proposals and Bid** Leesburg, Virginia 20175

Attn: Sadia Siddiq Ferguson

TO COUNTY (c):

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., 1st floor
Leesburg, VA 20175
Attn: Sadia Siddiq Ferguson

And

County of Loudoun, Virginia
Department Housing and Community Development
P.O. Box 7000
Leesburg, VA 20177-7000
Attn: Brandi Collins

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

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

6.26 <u>Authority to Transact Business in Virginia</u>*

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, Sections 2.2-4300 *et seq*. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.27 <u>Licensure</u>

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

6.28 Confidentiality

A. Contractor Confidentiality

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

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

2. Access or attempt to access information beyond their stated authorization.

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

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

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

B. County Confidentiality

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

6.29 Counterparts

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

6.30 No Smoking

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

6.31 Background Checks

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

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.32 Force Majeure

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

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

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

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

6.33 Survival of Terms

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

6.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

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

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

7.1 Understanding the County's Objectives. (10 points)

7.2 Technical Approach and Ability to Meet or Exceed Requirements stated in Section 5.0. (40 points)

7.3 Credentials and Related Experience. (30 points)

7.4 Cost of services. (20 points)

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

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may result in the loss of points or the proposal will be deemed incomplete and rejected.

8.1 Proposal Format: The proposal should be structured with clear hyperlinks and bookmarks for each Tab and preceded by a Table of Contents.

A. Tab 1: Cover Letter

B. Tab 2: Proposal Submission Forms and Other Forms to be completed, as indicated on the Proposal Submission Forms (RFP Section 10.0).

C. Tab 3: Minimum Qualifications (RFP Section 4.0)

D. Tab 4: Understanding the County's Objectives (RFP Section 7.1)

E. Tab 5: Technical Approach, including project timeline (RFP Section 7.2)

F. Tab 6: Credentials and Related Experience (RFP Section 7.3)

G. Tab 7: Cost of Services (RFP Section 7.4)

H. Tab 8: Compliance with Contract Terms and Conditions

8.2 Cover Letter (Tab 1)

Include the following in the cover letter:

A. Name and signature of the Offeror's representative authorized to negotiate any aspect of the proposal with the County.

B. Commitment to provide the required services.

C. Name and contact information for the principal manager working on this project.

D. Brief history of the firm's experience developing and evaluating strategic housing plans for federal, state, or local governments or agencies.

8.3 Proposal Submission Forms and Other Forms to be Completed (Tab 2)

A. Proposal Submission Forms (Signature Page, RFP Section 10.0)

B. Documents: Include required documents but not limited to:

1. W-9 Form
2. Certificate of Insurance
3. All Addenda issued by the County, if applicable
4. Proof of Authority to Transact Business in Virginia Form

8.4 Minimum Qualifications (Tab 3)

Offerors shall submit documentation with their proposal demonstrating that they meet all the minimum qualification criteria listed below (RFP Section 4.0):

A. The Offeror shall demonstrate successful experience in evaluating strategic housing plans for federal, state, or local governments or agencies. This should be done by providing, either via electronic links or PDF versions of documents, a minimum of three (3) case studies of comparable projects or work performed.

B. The Offeror shall provide at least three (3) references using the Reference Page included in this RFP. The references should verify that the offeror has been in business for five (5) years or more and detail the firm's experience and expertise in both affordable housing land use policy and plan evaluation. Each reference should include the company name, point of contact, address, telephone number, e-mail address, and the duration and type of services provided.

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

8.5 Understanding the County's Objectives (Tab 4)

A. Offerors shall demonstrate a clear understanding of the purpose of the project, recognizing and addressing County needs.

B. Offerors shall demonstrate an understanding of the County's Unmet Housing Needs Strategic Plans Strategies, Objectives, and Key Actions.

C. Offers shall demonstrate a general understanding of affordable housing policy, affordable housing development, and land use policy.

8.6 Project Management and Technical Approach (Tab 5)

A. Offerors shall provide a thorough methodology for meeting objectives, including stakeholder engagement, plan evaluation, forecasting, enterprise risk management, and the projection of local, state, and private resources/capital needed to meet housing targets.

B. Offerors shall use prior examples from previous projects to demonstrate initiative, expertise, capability, and diplomacy in all aspects of the project.

C. Offerors shall provide a realistic, initial detailed timeline put forward to accomplish all tasks and deliverables. This initial Project Work Plan and Schedule should depict the estimated timeline, in monthly increments, for completing all project tasks and deliverables.

D. Offerors shall describe how the firm is managed and structured to support projects of this scope.

8.7 Credentials and Related Experience (Tab 6)

A. Offerors shall identify the team members that will be responsible for managing this project, including assistants and any subconsultants, and provide resumes for all personnel and subconsultants involved in the project.

B. Offerors shall demonstrate how all personnel and subconsultants listed in the proposal shall meet or exceed project requirements; and how key personnel have the required expertise.

C. Offerors shall give summations of the case studies provided and demonstrate how these previous projects proved to be fiscally successful plans. Examples shall demonstrate the Offeror's capability to evaluate strategic plans, particularly in projects with comparable scope and scale to Loudoun County.

8.8 Cost of Services (Tab 7)

A. Firm Fixed Price Proposal:

Offerors shall provide a firm fixed price proposal for the entire project. This price must encompass all costs, tasks, and deliverables required to complete the work and deliver the specified outcomes. These costs include, but are not limited to, labor, materials, equipment, travel, and other related expenses. Offerors shall utilize Attachment #I (Pricing Page) to provide a detailed cost breakdown.

Additionally, offerors must provide a detailed breakdown of costs, organized by specific tasks and deliverables, to ensure transparency and clarity in the proposed budget or project total cost.

B. Optional Services:

Offerors may propose additional optional services that are not essential to accomplish the primary deliverables. Any optional services should be listed separately with itemized and detailed costs for consideration.

C. Payment Schedule:

Offerors shall provide a proposed schedule for invoicing on a monthly basis throughout the duration of the project. The invoice schedule must include justifications for the monthly intervals, detailing the specific types of work, tasks, and/or deliverables that will be invoiced.

Each invoice must be tied to the successful completion of the specified work, tasks and/or deliverables within that month. The payment schedule should ensure that payments are contingent upon the acceptance of the completed tasks or deliverables by the County, ensuring alignment with the project's progress.

8.9 Compliance with Contract Terms and Conditions (Tab 8)

A. Provide a statement of compliance with the County's Contract Terms and Conditions as contained in RFP Section 6.0 (Terms and Conditions).

B. Specifically list any deviations and provide justification.

(**Please note:** The County will not accept any language that requires the County to indemnify and/or hold harmless the Offeror).

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 <u>Preparation and Submission of Proposals</u>

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 the provided pricing form only. Include other information, as requested or required.

C. All proposals shall be signed by the individual or authorized principals of the firm.

D. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.

E. Offerors may submit either a physical (hard copy) response or an online electronic response to this solicitation as provided in the instructions below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic proposal shall take precedence over the physical (hard copy) submission, unless the offeror specifically states otherwise in their response.

F. Instructions for Submitting a Physical (Hard Copy) Proposals

1. All physical (hard copy) proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening, the title of the RFP, the name of the firm, and the firm's complete return address.

2. Physical (Hard Copy) Proposals may be submitted via one of the following options:

US Mail to:

County of Loudoun,
Virginia Division of
Procurement PO Box
7000
Leesburg, Virginia 20177-7000.

OR

Hand delivered to:

County of Loudoun,
Virginia Division of
Procurement

1 Harrison Street, S.E., 1st Floor
Procurement Bids and Proposals
Drop Box Leesburg, Virginia 20175

OR

Private carrier (UPS/FedEx) to:

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

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

3. Failure by an offeror to address and label their submission in accordance with the requirements of this section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.

4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive, of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

G. Instructions for Submitting Online Electronic Proposals

1. Electronic submissions may be submitted through the County's iSupplier system. Offerors can access iSupplier by clicking here: https://ebsprdext.loudoun.gov/OA_HTML/AppsLocalLogin.js p. *Faxed and/or e-mailed proposals will not be accepted.*

2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit https://www.loudoun.gov/926/BiddersSuppliers-Registration. iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Offerors should confirm their ability to access and use iSupplier well in advance of the solicitation Acceptance Date and Time to allow sufficient time to request technical support, if needed.

3. Offerors must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.

4. Guides for registration and submitting an online electronic proposal using iSupplier are available on the County's website at https://www.loudoun.gov/926/BiddersSuppliers-Registration. These guides provide detailed instructions for online electronic proposal submission.

   a. iSupplier Registration: Loudoun iSupplier Guide

   b. Instructions for submitting online electronic proposals: iSupplier Guide for Suppliers – Sourcing (Solicitations/Bid Opportunities)

   c. Frequently Asked Questions

5. The file(s) attached to the online electronic proposal must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Offerors assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their

proposal. Electronic links to proposals are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Offerors are cautioned to ensure that the files attached to proposal are complete. Proposal submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.

6. An online electronic proposal is not considered successfully submitted unless all necessary files have been uploaded and the online electronic proposal response status is "**Active**". An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its proposal. Incomplete online electronic responses in **"Draft"** status will not be accepted.

7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via email at procurement@loudoun.gov. Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.

8. Online electronic proposals are sealed and cannot be opened until the Acceptance Date and Time specified.

9. Offerors may withdraw their online electronic proposal submission prior to the Acceptance Date and Time. A new online electronic proposal may be submitted to facilitate changes up through the Acceptance Date and Time specified.

H. Proposals must be received by the Division of Procurement prior to 4:00 p.m., Eastern time on the date specified on the cover of the RFP. Time can be verified by visiting http://www.time.gov. 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.

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 12:00 p.m. May 9, 2025.* It is the responsibility of all Offerors to ensure that they have received all Addenda and to include signed copies with their proposal. Addenda can be downloaded from www.loudoun.gov/procurement.

9.3 Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials to be protected, 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.

9.4 Firm Pricing for County Acceptance

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

9.5 Authority to Bind Firm in Contract

Proposals MUST give the full firm name and address of the 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 the 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.

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 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.

9.8 Subcontractors

Offerors shall include a list of all subcontractors in 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 such contractor by the County. Any such replacement shall be at no expense to the County, nor shall it result in an extension of time without County approval.

9.9 References

INTENTIONALLY DELETED

9.10 Late Proposals

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

9.11 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.

9.12 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.

9.13 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.

9.14 Notice of Award

A Notice of Award will be posted on the County's web site at www.loudoun.gov/procurement.

9.15 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.16 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm'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 firm 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 who proposals are not accepted may be notified in writing.

9.17 Debarment

By submitting a proposal, the Offeror is certifying that Offeror 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 § 2.2-4321 of the Code of Virginia is available upon request.

9.18 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 (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section 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.

9.19 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.

9.20 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.

9.21 Insurance Coverage

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

9.22 Legal Action

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

9.23 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.

Loudoun County, Virginia

Division of Procurement
P.O. Box 7000 Leesburg, Virginia 20177

10.0 PROPOSAL SUBMISSION FORMS

TRANSIT-ORIENTED DEVELOPMENT BARRIERS, INCENTIVES ANALYSIS AND AFFORDABLE HOUSING POLICY DEVELOPMENT

THE FIRM OF:____

Address:____

____

FEIN _______________________________

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 676875 as follows:

TOTAL COST $______________

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: ______
2. Certificate of Insurance: ______
3. Addenda, if any (Informality): ______

B. Failure to provide the following items with your proposal shall be cause for rejection of the proposal as non-responsible or the proposal will be deemed incomplete and rejected. 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. Proof of Authority to Transact Business in Virginia Form (9.18): ______
4. Minimum Qualification Documentation (4.0): ______
5. Response to Section 8.0 _____ ______
6. References (9.9): ______
7. Attachment I - Pricing Page _______

Person to contact regarding this proposal:____________________________________

Title:__________________________Phone:__________________Fax:____________________

E-mail____

Name of person authorized to bind the Firm (9.5):_____________________________________

Signature:____Date:____________________

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the RFP documents and agrees to the Contract Terms and Conditions as contained herein.

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 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 proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its 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.

If this 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._____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is ______________________________________.

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

C._____ Offeror does not have an Identification Number issued to it by the SCC and such 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

References for: RFP RFQ 676875 - TOD Barriers Analysis, Housing Incentive Policy Development

Offerors shall provide references on this form.

1. Firm Name ____

   Contact ____

   Title __________________ E-mail __________________

   Mailing Address ____________________________________

   Phone __________________

   Period of Service: ______________

   Type of Services Provided: ____________________________

2. Firm Name ____

   Contact ____

   Title __________________ E-mail __________________

   Mailing Address ____________________________________

   Phone __________________

   Period of Service: ______________

   Type of Services Provided: ____________________________

3. Firm Name ____

   Contact ____

   Title __________________ E-mail __________________

   Mailing Address ____________________________________

   Phone __________________

   Period of Service: __________________________________

   Type of Services Provided: ____________________________

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 676875

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

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

SERVICE RESPONSE CARD

RFQ 676875 Date of Service:_________________

How did we do?

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

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

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

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: ____

____

____

Thank you for your response!

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

Your Name: ____

Address: ____

Phone: ____________________(day) ________________________________ evening

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

Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

2.2. To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;

2.3. Contract obligations rest solely with the participating entities only;

2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

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

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

ATTACHMENT I – Pricing Page

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

Pricing Page Instructions for Attachment 1

1. Direct Labor – Block 1

   a. The Offeror must provide labor classifications and the average hourly rates which will be paid for each classification expected to work on the project. This schedule shall not disclose employee names.

   b. Direct Labor costs are defined as actual salaries and wages paid principals and employees for time directly chargeable to the project. Direct labor costs do not include fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation, holiday pay, etc.

2. Indirect Costs (Overhead) – Block 2

   a. Overhead costs shall include fringe benefits, indirect salaries and wages, plus general and administrative expenses.

   b. Overhead costs shall not include the following disallowable costs: bad debts, contingencies, donations, entertainment, fines and penalties, interest expense, marketing and promotion, legislative lobbying costs, defense of fraud, alcoholic beverages, and dividend distribution to employees. Indirect salaries must be salaries paid only to active employees and principals. Bonuses are generally allowed.

3. Profit – Block 3

   a. Fees or profits shall be expressed as a percentage of the Total Estimated Cost minus consultant costs.

4. Other Direct Costs – Block 4

   a. Travel: The costs of travel and transportation (County mileage rates) will be entered in blocks 4a 1. and 2. These items will be broken down into separate costs and rates associated with each item (i.e., mileage rates, airfare cost, vehicle rental fees, lodging and / or meal rates, County per diem, etc.). Lodging and / or meal rates shall be consistent with the County's current Travel Policy in effect at the time the proposal is submitted.

   b. Equipment, Materials, Supplies: Block 4b.

   c. Subcontracts: Block 4c.

   d. Other: Block 4d.

5. Total Price: Block 5 is the sum of Blocks 1, 2, 3, 4a., b., c., and d.