Loudoun County, Virginia

REQUEST FOR PROPOSAL

REAL ESTATE APPRAISAL SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m. "Local Atomic Time", June 3, 2024

RFP NUMBER: RFQ 639854

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

Due to security restrictions, public access to County facilities is extremely limited. The mailing of Prequalification Applications is preferred. However, if an application is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL HAND DELIVERED PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M.

Please contact the Contracting Officer designated on the front cover of the solicitation with any questions regarding this process. Offerors are strongly encouraged to check the County's website routinely for updates.

PLEASE NOTE:

A. Proposal Forms. Proposal forms may be downloaded from the County's web site: www.loudoun.gov/procurement.

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

Nebila Kurtu, NIGP-CPP, CPPB, VCCO, FMP
Contracting Officer
(703) 737-8316
E-mail address: Nebila.Kurtu@loudoun.gov

Issue Date: May 3, 2024

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

REAL ESTATE APPRAISAL SERVICES

Prepared By: s/Nebila Kurtu
Contracting Officer

Date: May 3, 2024

REAL ESTATE APPRAISAL SERVICES

1.1 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to establish Real Estate Appraisal Services necessary for the acquisition of rights of way and easements for roadways and facilities in the County's Capital Improvement Program. These services will be performed on an "as needed" basis. The primary need for appraisals is related to land acquisition through negotiation or eminent domain, however, appraisals for other purposes may also be conducted under the resulting contracts. The successful firm(s) shall provide all labor, supervision, tools, and materials required to perform the appraisal work. The County reserves the right to make multiple awards. The number of contracts awarded will depend on the number and quality of proposals received with a maximum of four (4). The County will issue purchase orders for each task prior to the start of work. Consultants will normally be selected on a rotating basis; however, the County, at its sole discretion, reserves the right to select Consultants out of rotation when deemed to be in the best interest of the County.

2.0 COMPETITION INTENDED

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

3.0 BACKGROUND INFORMATION

Loudoun County, Virginia is located in the Washington D.C. Metropolitan Area and has experienced extensive residential and commercial growth over the past 20 years. With the opening of the Silver Line Metro Stations, Loudoun County is expected to continue to be one of the fastest growing counties in the nation. In response, the Loudoun County Board of Supervisors has adopted a six-year Capital Improvement Program (CIP) with an overall programmed budget of $2.5 billion over the six-year planning period. An overview of these projects can be found in Loudoun County's Current Budget Process for Fiscal Year 2025 Budget Volume 2 in the link below:

Loudoun County Capital Improvement Program

To achieve the projects outlined in the CIP, the Loudoun County Department of Transportation and Capital Infrastructure (DTCI) requires on-call appraisal services to implement the projects described in the annual County Adopted Fiscal Plan. It is anticipated that DTCI will require real estate appraisal services from outside consultants to appraise property for County facilities and right-of-way associated with

Transportation Projects. There is a high volume of work due to the significant number of projects under way.

Consultants that currently have a contract with the County for appraisal services are requested to submit a proposal in response to this Request for Proposal.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the services as described herein. All offerors must submit documentation to demonstrate that they meet the requirements listed below with their proposal. Refer to Section 8 of this RFP. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsible and/or outright rejected. The following criteria shall be met in order to be eligible for this contract:

4.1 **Offerors submitting a proposal for Real Estate Appraisal Services shall meet the following minimum qualifications:**

4.1.1 Offerors must demonstrate extensive road project appraisal experience performed for local municipalities in the Commonwealth of Virginia in accordance with current United States Department of Transportation/Federal Highway Administration guidelines and policies, the Uniform Act, Virginia Department of Transportation (VDOT) policies and procedures, applicable federal and state laws and Uniform Standards of Professional Appraisal Practice (USPAP). Demonstration of this experience shall be by means of providing project examples of five (5) road projects with multiple appraised properties associated with each project example, that have been successfully completed within five (5) years from the date of this RFP.

Successfully completed projects shall include: projects that were completed within the contract time, including any owner approved time extensions; projects that were completed at or below the contract award amount and in accordance with the contract documents. These qualifying projects must be contracted to or have been completed by the Offeror, not by a sub-consultant.

4.1.2 Appraisers shall meet the following minimum qualifications:

a) At least five (5) years' experience with road project appraisals performed in accordance with the VDOT Right of Way Manual of Instructions.
b) Offerors shall be licensed appraisers in the Commonwealth of Virginia or have a valid reciprocal license.

c) Being on the VDOT's pre-approved Appraiser list is preferred. Offerors shall specify which VDOT appraiser level they are prequalified for.

5.0 SCOPE OF SERVICES

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

5.1 Appraisal services

5.1.1 General Requirements

a) The Consultant(s) shall provide real estate appraisal services on an as needed basis and as requested by the County throughout the Contract period.
b) The Consultant(s) shall provide cost estimates for the requested appraisal report based an appraisal scoping meeting and contracted rates within two (2) business days after a request from the County.
c) The Consultant(s) shall immediately disclose any potential conflict of interest that it may have prior to commencing any appraisal services.
d) The Consultant will not provide appraisals or consulting work to property owners whose properties are the subject of a County Capital Improvement Project. This will be seen as a conflict of interest in the event the County must file condemnation of the subject property.
e) The Consultant(s) shall conduct all appraisals based on the guidelines herein.
f) The Consultant(s) shall submit an invoice for each appraisal conducted, per requirements herein.
g) The Consultant(s) shall deliver all appraisals within twenty-one (21) calendar days unless specifically agreed to otherwise in writing by the County.
h) The Consultant(s) shall perform peer review services (Review Appraisals) on as needed basis when requested by the County.
i) The Consultant will cooperate with other review appraisers that may be contracted by the County as part of a state or federally funded project, and revise appraisals accordingly as recommended by the review appraisers.
j) The Offeror must comply with current United States Department of Transportation/Federal Highway Administration guidelines and policies, the Uniform Act, Virginia Department of Transportation (VDOT) policies and procedures, applicable

federal and state laws and Uniform Standards of Professional Appraisal Practice (USPAP) applicable at the time each appraisal is assigned and conducted.

k) Road project appraisals will be formatted in accordance the VDOT Right of Way Manual of Instructions, Chapter 4 and VDOT Appraisal Guidelines as amended, unless specifically directed otherwise by the County.

l) If an Appraiser or Review Appraiser does not meet the competency provision set forth in USPAP but does meet the minimum level of licensure required to review an appraisal assignment, the Appraiser or Review Appraiser must disclose his/her lack of qualifications to complete the assignment prior to the start of the work.

5.1.2 Basic Administrative Reports, Appraisal Reports and Review Appraisal Reports

Each appraisal report shall be delivered to the County within the agreed upon schedule after authorization to proceed. Each report shall include the following:

a) License/Certification:
A copy of the required appraiser license or certification and a list of the appraiser's qualifications and experience with appraisal.

b) Appraisal Type:
The appraisal report shall indicate whether it is a Basic Administrative Report; Appraisal Report (VDOT Acquisition Appraisal (AA) or VDOT Narrative Appraisal (NA)), or Review Appraisal; whichever the County requests, and indicate it is in compliance with Transportation/Federal Highway Administration guidelines and policies, the Uniform Act, VDOT policies and procedures, applicable federal and state laws and USPAP. For Eminent Domain Appraisals see Section 5.1.3. All Eminent Domain Appraisals shall adhere to the requirements outlined above.

c) Appraisal Content:
For road project appraisals, the appraisal type, assumptions, contents, reporting requirements and format shall comply with the VDOT Right of Way Manual of Instructions, Chapter 4 and the VDOT Appraisal Guidelines current at the time of the appraisal assignment.

d) Property Research:
The appraiser shall obtain title reports from the Land Acquisition Manager, conduct planning and zoning research and document in the appraisal property entitlements such as applicability of rezoning concept plans or proffers, site plan approvals, zoning permits, zoning violations. The appraisal will clearly state whether the property is required by proffer, or prior reservation to dedicate right-of-way and easements at no cost to the County.

e) Site Inspections:
The appraiser is responsible for documenting any existing site conditions with photographs that could be a potential Cost to Cure Item

f) Damages and Cost to Cure Items:
   i. Damages: If the property appears to be damaged by bifurcating the parcel, or change in property access, or other damage, the appraiser is responsible for coordinating with the County to obtain needed engineering information to thoroughly evaluate the situation and determine how damages should be assessed.
   ii. Cost to Cure Items: The appraiser is responsible for documenting all property features that will be damaged and require compensation or replacement. The appraiser shall obtain certified cost estimates for existing property features to be damaged such as disturbance of wells and drainfields, landscaping, steps, driveways, entrance features, etc.
   iii. Tenant Impacts: The appraiser is responsible for confirming the existence of any tenants on the property and obtaining leases which document the lease terms. The relevance of the lease will be discussed in the appraisal.
   iv. Relocation: The appraisal shall document whether onsite personal property will need to be relocated, identify the improvements that need to be moved, and whether compensation is needed. If a family or business needs to be relocated, the appraisal will identify comparable sales for the subject property including the property and building.

g) The valuation shall be for the purpose of property acquisition by the County, unless otherwise instructed.
   i. The appraised value shall take into account consideration everything that affects the market value of the property giving consideration to the property's adaptability and suitability for any legitimate purpose in light of the

conditions and circumstances that exist at the time of the take or that reasonably may be expected in the near future.

ii. The valuation shall include any application currently submitted or approved by the County on the parcel itself along with the adjacent parcels within a three (3) mile radius of the subject property.

iii. The appraisal shall comply with the current Virginia State Code concerning the appraisal of Homeowners' Association (HOA) or Open Space parcels.

h) Comparables:
A minimum of five (5) recent comparable shall be provided with each property appraisal utilizing the comparable sales approach, and photographs of the comparable shall be provided. It is the appraiser's responsibility to confer with the County if there appears to be an inadequate amount of recent comparable for a specific property.

5.1.3 Eminent Domain Appraisals Phases of Work:

a) PHASE I. For Phase I of this assignment, the appraiser will provide a VDOT Narrative Appraisal as described in Section 5.1.2 above and follow all appraisal requirements outlined in the VDOT Right of Way Manual for Eminent Domain Appraisals.

b) PHASE II. If requested by the County, Phase II of this assignment will be an updated appraisal based on the date of the take, which is generally the date the certificate of take is filed. The appraiser agrees to provide a written summary appraisal report of its findings and conclusions similar to that provided pursuant to Phase I. At the time these services are requested, the appraiser will provide the County with its estimate for these services based on approved rates for the contract.

c) PHASE III. If requested by the County, the appraiser agrees to provide litigation support services as an expert appraiser witness. The scope of service requested may include testifying at trial and/or in depositions as an expert appraiser witness, testifying as a rebuttal witness, and providing technical support and analysis in evaluating opposing counsel's expert appraiser witness work product (e.g. responses to interrogatories, depositions, written appraisal reports, and evaluating appraiser testimony at trial or in depositions). It may also include providing technical support in mediation. The hourly rates for these services shall be in accordance with the approved rates under the contract.

5.1.4 Appraisal Process

a) Notification: Notification will be sent to the property owner in accordance with current Virginia law. Documentation of such notification will be provided to the County and included in the appraisal report.

b) Site Visit and Property Viewing:
Upon completion of the appropriate notification process, the appraiser will personally complete an exterior view of the subject property, and complete and verify the measurements of all improvements. If allowed (and necessary), the appraiser will complete an interior viewing of all of the improvements.

c) Evaluating the Property, the Acquisition, and any Damages and/or Enhancements:
The appraiser will review the project and plan sheets specific to the property and gain a thorough understanding about the property in the "before" situation without considering any project influence. If a partial acquisition is being made, the appraiser will evaluate the impact of the acquisition on the remaining property. In addition, the appraiser will evaluate the effects of the project improvements on the remaining property. If the appraiser finds damage to the remaining property that results from the project, they shall ensure that the damages identified are compensable by law. Any enhancements to the remaining property, irrespective of whether damage may be present, should be identified and evaluated.

d) Valuation Approaches:
The appraiser will use all valuation approaches required to provide a reliable and credible estimate of value. If the appraiser excludes any approach to value, after giving it due consideration, he/she will state which approach was excluded and explain why it was excluded. It should be noted that when completing the income approach a discounted cash flow analysis should not be relied upon. However, it may be used as a test of reasonableness when determining the property value when using the income approach. The capitalization rate selected should be supported and explained. Cost estimate sources should be cited and whenever practical and possible, estimates from Consultants and/or developers should be

considered.

e) Market Analysis and Highest and Best Use:
The appraiser is expected to complete a market analysis that examines the supply and demand of properties that have the same highest and best use as the subject property. The appraiser is expected to fully develop and report on the properties highest and best use including providing relevant information with respect to soil conditions and/or any physical limitations that may impede site development. If the appraiser requires additional expertise (e.g. engineers, land planners, etc.), the appraiser will make a request to the County.

The appraiser should fully develop and explain potential uses that are legally permissible and comment upon their financial feasibility prior to concluding which use is maximally productive for the site as if vacant and available for its highest and best use. If the appraiser concludes that the site should be held for future development, the appraiser is expected to estimate the amount of holding time anticipated before the property can be developed to its highest and best use.

f) Research:
The appraiser is expected to conduct an exterior inspection of all comparable used to derive a value estimate and, if necessary, conduct an interior inspection. Whenever possible, the appraiser will verify all comparable with a party to the transaction. Alternatively, the appraiser may state secondary sources of verification if a party to the transaction will not comment or is otherwise unavailable. The appraiser will list all applicable resources used to find and evaluate sales comparable: lease/rent comparable, direct capitalization rates, support cost estimates and interview and/or survey market participants.

g) Adjustments:
When completing quantitative or qualitative adjustments the appraiser will explain and provide a basis for making the adjustment.

h) Definition of Fair Market Value:
Unless otherwise instructed by the County in writing, the appraiser will use the following definition of Market Value.

i) Market Value:
The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms,

for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgably, and for self-interest, and assuming that neither is under undue duress (The Appraisal of Real Estate 13th Edition).

And

The price which one, under no compulsion, is willing to take for property which he has for sale, and for which another, under no compulsion being desirous and able to buy, is willing to pay for the article (Talbot vs. Norfolk 158 Va. 387, 163 S.E. 100; 1932). For the purposes of this report, Market Value and Fair Market Value are synonymous and can be used interchangeably.

j) Date of Valuation:
For the initial appraisal to be made with the offer, it shall be within three (3) weeks of approval by the County of the appraiser for the project. For post-certificate cases, it shall be the date of the certificate of take.

k) Hypothetical Conditions and Extraordinary Assumptions:
When estimating the “after value" it is assumed that the project is completed as of the effective date of the appraisal. In the event that the appraiser uses any other hypothetical condition or extraordinary assumption, it will be clearly defined within the appraisal report and should be approved in advance by contacting the County Attorney.

l) Applicable Requirements:
All appraisal work and the appraisal reports submitted will comply with current United States Department of Transportation/Federal Highway Administration guidelines and policies, the Uniform Act, VDOT policies and procedures, applicable federal and state laws and USPAP.

m) Confidentiality:
Appraiser shall not provide a copy of the written Appraisal Report to or disclose the results of the appraisal prepared in accordance with this agreement with, any party other than the County, unless the County authorizes in writing, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

5.1.5 General Requirements:

a) The Consultant(s) shall provide the County with a pdf. version of the final appraisal report. Bound copies of the final appraisal report will be provided if requested by the County in the initial appraisal scope. The report shall become the exclusive property of the County. The cost for delivery/shipping of the reports shall be included in the quoted rates. Additional delivery/shipping charges shall not be permitted.

b) All documentation supporting the appraisal process shall be included in Appraisal Reports.

5.2 General requirements applicable to all services

5.2.1 A purchase order must be issued for each task prior to the start of work. The purchase order shall constitute the notice to proceed, unless otherwise indicated.

5.2.2 All individuals performing work under this Contract must have the appropriate licenses, certifications, or credentials that prove competence in tasks being performed.

5.2.3 All services and reports shall be performed in accordance with industry standards in accordance with current United States Department of Transportation/Federal Highway Administration guidelines and policies, the Uniform Act, VDOT policies and procedures, applicable federal and state laws and USPAP.

5.2.4 Successful firms, if not already pre-qualified by VDOT, will be required to apply within six (6) months and be approved by VDOT to be added to VDOT's list.

5.2.5 A Scope of Work will be developed by the County Land Acquisition Manager. The Consultant shall then respond with a proposal. See Section 6.36 of this RFP for additional details.

5.2.6 The level of supervision, quality assurance, and staff assigned by the Consultant to an individual task order will be clearly defined in the Scope of Work.

5.2.7 The County may require Consultants awarded contracts as a result of this RFP to use e-Builder Construction Program Management Software. If required, the County will purchase licenses for the Consultant's use and will provide training for the Consultant to ensure proficiency as recommended by e-Builder. The licenses and training will be provided to the Consultant at no cost. Further training for lacking proficiency will be the responsibility of the Consultant.

The Consultant may be required to use e-Builder software for all project management documentation and correspondence. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

5.2.8 Fee/rate Schedule: Fees established under this Contract shall include:

a) Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals, and other expenses deemed typical in the conduct of business.

b) Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, and all overhead and incidental costs.

6. TERMS AND CONDITIONS

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 Consultant shall be subject to the general control and approval of the Director of the Department of Transportation and Capital Infrastructure and their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director of Transportation and Capital Infrastructure and their authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Consultant.

6.2 Delays and Delivery Failures

Time is of the essence. The Consultant must keep the County advised at all times of status of Project and parties' Agreement. If delay is foreseen, the Consultant shall give immediate written notice to the Division of Procurement. Should the Consultant fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Consultant 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 Consultant 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 Consultant from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Consultant's nonperformance shall be deducted from the balance as payment.

6.3 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 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.

6.4 Term

A. The Agreement’s initial term shall cover the period October 1, 2024, through September 30, 2025, or an equivalent period depending on the date of agreement award.

B. This Agreement may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same Terms and Conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months.

C. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year’s increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy (unadjusted for seasonal changes) for the current twelve (12) month period. In no circumstances shall any increase exceed four percent (4%) per year.

6.5 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.

6.6 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.

6.7 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 Claim:	$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 Endorsed to the Consultant’s Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the 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 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.

6.8 Hold Harmless

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 willful 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 Consultant and/or any other third parties.

6.9 Safety

All Consultants and subconsultants 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

Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the worksite area under this Contract.

6.10 Notice of Required Disability Legislation Compliance*

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

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

6.11 Ethics in Public Contracting *

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

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

6.12 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.

6.13 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.

6.14 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.15 Immigration Reform and Control Act of 1986 *

By entering this Contract, the 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.

6.16 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 Consultant 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 Consultant, and the Consultant shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Consultant for incorporation in or use on a construction project. Nothing in this section shall prohibit the Consultant from including its own sales tax expense in connection with the Contract in its Contract price.

6.17 Ordering, Invoicing, and Payment

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

The Consultant shall submit invoices, 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:

County of Loudoun, Virginia
Department of Transportation & Capital Infrastructure
Attn: Karen Lanham
101 Blue Seal Dr., S.E., Suite 102
P.O. Box 7500
Leesburg, VA 20177-7500

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

6.18 Payments to Subconsultants

In the event that the Consultant has not received payment from the County for work performed by a Sub-consultant under this Contract, the Consultant shall be liable for the entire amount owed to such Sub-consultant and to pay such Sub-consultant within 60 days of the receipt of an invoice following satisfactory completion of the work for which the Sub-consultant has invoiced.

The Consultant shall not be liable for amounts otherwise reducible due to the Sub-consultant’s noncompliance with the terms of the Contract. However, in the event that the Consultant withholds all or a part of the amount invoiced by the Sub-consultant under the terms of the Contract, the Consultant shall notify the Sub-consultant within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the Sub-consultant’s payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier Sub-consultant responsible for the contractual noncompliance. Payment by the County shall not be a condition precedent to payment to any lower-tier sub-consultant, regardless of that Consultant’s receiving payment for amounts owed to that Consultant. Any provision in the Contract contrary to this section shall be unenforceable.

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.

6.19 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 will be reviewed by the County and approval may be given by the County at its sole discretion. The County shall be notified immediately by the Consultant when the substitution of key personnel or those identified in the proposal may be necessary. The substitution process shall be complete within fourteen (14) calendar days of the Consultants notification to 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 Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

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 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.

6.22 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 Consultant 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 Consultant within thirty (30) days of the County's 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.

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

6.23 Consultant Responsibilities

The Consultant 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 Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

6.24 Ownership of Documents

Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the 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.

6.25 Submissions

All Project correspondence, design/review documents, reports etc., prepared by the Consultant shall be distributed to the County's Construction Manager for each major phase and sub phase of the Project in the quantities as directed. Within thirty (30) days of Project completion of each phase submit a Project completion report with Project close out documents to the County's Construction Manager.

6.26 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.

6.27 Severability

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

6.28 Governing Law/Forum *

This agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, in the U.S. District Court for the Eastern District of Virginia in Alexandria. Consultant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Consultant expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.29 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 CONSULTANT:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
P.O. Box 7000
1 Harrison Street, S.E.
Leesburg, VA 20175

If sent via (a) or (b):

County of Loudoun Virginia
Division of Procurement
Attn: Nebila Kurtu
1 Harrison Street, S.E. 1st Floor
Procurement Bids and Proposals Drop Box
Leesburg, VA 20175

if sent via (c):

County of Loudoun, Virginia
Division of Procurement

PO Box 7000
Leesburg, VA 20177

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

Public access to County facilities is extremely limited. The mailing or delivery by an agent of notice 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: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m**.

6.30 Licensure

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

6.31 Authority to Transact Business in Virginia

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

6.32 Counterparts

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

6.33 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. The Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. The 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.

6.34 Confidentiality

A. Consultant Confidentiality

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

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

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

The Consultant understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant 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.

6.35 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its 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 Consultant 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 Consultant due to an event of force majeure.

6.36 Survival of Terms

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

6.37 Non-Waiver

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

6.38 Standard of Care and Employee Conduct

A. All work under this Agreement shall be performed in accordance with the applicable standard of care. In the event the Consultant provides services that do not conform to the Contract Documents, the Consultant will re-perform such services at no additional cost to the

County. The Consultant will be given an opportunity to correct the deficiencies in work. If the deficiency persists beyond thirty (30) days, the County may exercise its rights to terminate the Agreement pursuant to Section 6.21 of this RFP; provided, however, that if the Consultant is diligently pursuing a correction, the County may extend the time for the Consultant to cure the deficiency.

B. The Consultant and its employees shall be professional and courteous at all times. The County reserves the right to require the Consultant to remove any Consultant employee from County service who the County deems unfit for service for any reason, not contrary to law. The County will provide written notice to the Consultant identifying the employee(s) to be removed and the date by which they must be removed from the project. The Consultant shall provide an approved replacement within thirty (30) days after such notice. This right is non-negotiable and the Consultant agrees to this condition by accepting the resulting Agreement. The parties agree to work in good faith to address impacts to the project schedule as a result of the removal of project personnel.

7.0 EVALUATION OF PROPOSALS

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 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 the top ranked offerors. 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.

7.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will be made up of representatives from the Department of Transportation and Capital Infrastructure.

7.2 Evaluation Criteria

Proposal content requirements are provided in RFP Section 8.0 – Proposal Submission Format.

A. Real Estate Appraisal Services

- Qualifications and experience of the appraisal team (**15 Points**)
- Appraisal experience, expertise, and quality assurance protocols (**15 points**)
- Understanding of appraisal tasks and VDOT Appraisal Guidelines (**10 Points**)
- Demonstration of variety of acquisition appraisals completed to VDOT Standards (**20 Points**)
- Capability for timely response (**10 Points**)

- Overall quality and completeness of proposal **(5 Points)**
- Cost of Services **(20 Points)**
- Consultant is on the VDOT Pre-Approved Appraiser List **(5 Points)**

"Cost of Services" criterion: for evaluation purposes, the Senior Appraiser hourly rate will be used to assign points. The Senior Appraiser is a licensed appraiser with five (5) years of experience or more.
The Offeror with the lowest hourly rate will be assigned twenty (20) points. The other proposals will be assigned points according to the following formula: (Lowest hourly rate ÷ offeror's hourly rate) X 20= XX points

"Cost of Services" criterion: for evaluation purposes, a weighted average hourly rate of the three (3) labor categories identified below will be used to assign points. The weighted values for the labor categories are as follows:

- Senior Real Property Agent (50%)
  Minimum of ten (10) years of real property and partial acquisition public right-of-way experience in local, county, VDOT or Commonwealth of Virginia. Designation as Senior Right-of-Way Agent from the International Right-of-Way Association and/or additional experience in local government right-of-way projects and administration.
- Real Property Agent (40%)
  Minimum five (5) years of real property and partial acquisition public right-of-way experience in local, county, VDOT or Commonwealth of Virginia.
- Relocation Specialist Agent (10%)
  Minimum five (5) years of relocation experience for local, county, VDOT or the Commonwealth of Virginia and proven experience with the Uniform Relocation Assistance Policies Act of 1970, and U.S. DOT/FHWA regulations.

The weighted average hourly rate will be calculated as follows:
(Senior Real Property Agent hourly rate X 50%) + (Real Property Agent Hourly Rate X 40%) + (Relocation Specialist Agent X 10%)

The Offeror with the lowest weighted average rate will be assigned twenty (20) points. The other proposals will be assigned points according to the following formula:
(Lowest weighted average rate ÷ offeror's weighted average rate) X 20= XX points

8.0 PROPOSAL SUBMISSION FORMAT

Failure to include any of the requested information may be the cause for the proposal to be considered non-responsible and/or outright rejected.

The PAG will review and evaluate each proposal and selection will be made on the basis of the criteria listed above. Offerors are to make written proposals that present the offerors' qualifications and understanding of the work to be performed.

Proposal content shall be arranged in the same order as presented herein and divided by tabs.

Tab 1: Signature Pages (Pages 41)

Include required documents: Proof of Authority to Transact Business Form (Page 43); W-9, insurance certificate; Addendum, and the "How did you Hear" form on (Page 44).

Tab 2: **Table of Contents**

Tab 3: Transmittal Letter

Transmittal letter on the Offeror's letterhead that:

- Identifies the Offeror's name, main office address, and brief history.
- Indicates if Offeror is submitting a proposal for real estate appraisal services.
- Provides a brief overview of the Offeror's experience in the discipline areas identified in Sections 5.1, as applicable.
- Indicates if your company is on the VDOT list of approved Appraisers and if so what level and/or if your company is on the VDOT list of approved Land Acquisition Consultants.

Tab 4.A: Qualifications and Experience of the Appraisal Team and Capability for Timely Responses

Provide the following documentation to demonstrate the qualifications and experience of the Appraisal Team:

1. Offeror shall provide an organizational chart and identify the key team members to be assigned work under this contract.
2. Offeror shall provide resumes of key personnel which clearly identify education, certification, and licenses. The resumes shall demonstrate that the minimum requirements listed in Section 4.1.2 are met, and experience

equivalent to the Scope of Services outlined in Section 5.1. Copies of certification and licenses are to be included as appendices to the offeror's proposal (Tab 12.A).

3. Resumes shall include background and experience in the appraisal industry and a list of appraisals each individual has contributed to.
4. Indicate if any of the staff hold advanced appraisal designations such as Member Appraisal Institute (MAI), Senior Real Property Appraiser (SRPA), and Appraisal Institute-General Review Specialist (AI-GRS).
5. Identify the project manager(s) that will be conducting assignments under this contract. Describe the qualification and experience of the project manager(s) working with local government contracts, conducting appraisals for road projects, experience with eminent domain appraisals and testifying in court.
6. Offerors shall address how they will provide timely service and deliverables to the County in accordance with specified deadlines.

Tab 5.A: **Appraisal Experience, Expertise, and Quality Assurance Protocols**

Provide the following documentation to demonstrate the Offeror's Appraisal Experience, Expertise, and Quality Assurance Protocols:

1. Provide an overview of your firm's technical capabilities and resources and listing of your firm's current clientele and contractual commitments.
2. High level description and documentation of experience with appraisal of residential and commercial properties, assessment of damages, property relocations, partial relocation of personal property, and assessing tenant impacts and compensation.
3. Describe the types of peer review, accuracy verification, and quality control/quality assurance that will be provided for the appraisals performed for the County.
4. Describe your firm's quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
5. Describe in detail any potential conflicts of interest your firm may have if awarded this contract.
6. Submit a sequence of work describing individual tasks for an assignment to be performed and the relative scheduling of those tasks including all deliverable items.

Tab 6.A: **Understanding of Appraisal Tasks and VDOT Appraisal Guidelines**

1. Demonstrate knowledge and depth of experience with VDOT Right of Way policies and procedures as outlined in the VDOT Locally Administered Projects (LAP) Manual, Chapter 4 of the VDOT Right of Way Manual, and VDOT's Appraisal Guidance. Provide copies of at least three (3) appraisals prepared in accordance with VDOT Right of Way, Manual of Instructions, Chapter 4.
2. Provide a detailed description of the Offeror's understanding of the Scope of Services outlined in Section 5.1 and the work required for each task. Include an explanation of technical approaches and a general outline of a program for executing the requirements of that scope.
3. Demonstrate knowledge and understanding of the Commonwealth of Virginia statutes, regulations, and guidance documents that relate to conducting property appraisals in the Commonwealth of Virginia.

Tab 8.A: Cost of Services

Offerors shall submit the following cost information with their proposals: Provide the fully burdened hourly rate for Senior Appraiser (licensed appraiser with five (5) years of experience or more)

- Provide fully burdened hourly rates for any additional labor categories that may be applicable to complete work described in Section 5.1. Indicate position titles, qualifications and hourly rates.

  A "Fully Burdened Hourly Rate" shall include all direct and indirect costs, including but not limited to: overhead, profit, travel, meals and administrative costs of the offeror.
- Provide fixed fee rates for the following services: basic administrative report, simple acquisition appraisal and narrative before and after appraisal. Indicate any assumptions you made.

Tab 9.A: Consultant is on the VDOT Pre-Approved Appraiser List

Provide documentation demonstrating that your company is on the VDOT Pre-Approved List of Appraisers. In addition, provide the VDOT level of approval.

Tab 10.A: References

Offeror shall provide a minimum of three (3) references, preferably from public entities for appraisals that have been completed within the last five (5) years from the date of the RFP. References shall be for roadway projects that included multiple parcel appraisals. Each reference shall include public entity name and/or company name, person to contact, address, telephone number, e-mail address, project start and end date, and the nature of the work performed. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

Tab 11.A: **Compliance with Contract Terms**
Provide a definitive statement of intent to comply with the Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, Offerors 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. While the County may accept additional or different language, the Terms and Conditions marked with an asterisk (*) in Section 6.0 are mandatory and non-negotiable.

Tab 12.A: Appendices
Copies of certifications and licenses are to be included in that tab.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

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

B. 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.

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 proposal. An atomic clock is located in the Division of Procurement and can also be verified by visiting https://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.

F. Proposals may be submitted via one of the following options:

US Mail to:
The 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.**
Drop Box: Procurement Bids and Proposals
Leesburg, Virginia 20175

OR
Private carrier (UPS/FedEx) to:
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175.

Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow *at least* an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time).

Due to security restrictions, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 **ONLY in the Drop Box labeled: Procurement Bids and Proposals** between the hours of 8:30 a.m. and 5:00 p.m.

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that the requirement is removed from the package to avoid delays or rejection of the package.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in the proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

G. Each offeror shall submit **one (1) original hard copy** and **one (1) electronic copy in a single PDF file on a USB flash drive** of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the proposal opening date *or by 5:00 p.m.* **May 20, 2024**. 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.

9.3 Inspection of Site – Intentionally deleted

9.4 Completion – Intentionally deleted

9.5 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of one hundred and eighty (180) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.6 Unit Price

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

9.7 Quotations to be F.O.B. Destination – Freight Prepaid and Allowed – Intentionally deleted.

9.8 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, 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.

9.9 Authority to Bind Firm in Contract

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

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.
- Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.10 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.

9.11 County Furnished Support/Items

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

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Consultant to complete his task.

9.12 Subconsultants

Offerors shall include a list of all subconsultants with 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.

9.13 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible.

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

9.14 Use of Brand Names – Intentionally deleted

9.15 Samples – Intentionally deleted

9.16 Late Proposals

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

9.17 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.

9.18 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.

9.19 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.

9.20 Work Plan

The offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of County and offeror resources, according to skill level. All deliverable items should be identified and described.

9.21 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.22 Notice of Award

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

9.23 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 Budget.

9.24 Debarment

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

9.25 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 https://cis.scc.virginia.gov/

9.26 Cooperative Procurement

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

9.27 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.

9.28 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.

9.29 Legal Action

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

9.30 Certification by Consultant as to Felony Convictions

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

Loudoun County, Virginia

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

10.0 REAL ESTATE APPRAISAL SERVICES
PROPOSAL SUBMISSION FORMS

THE FIRM OF:____

Address:____

____

FEIN______________________________________

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 639854 for the price as stated in the price proposal.

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

ITEM:		INCLUDED: (X)
1.	W-9 Form:	______
2.	Certificate of Insurance:	______
3.	Addenda, if any (Informality):	______
4.	USB Flash Drive:	______

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal. 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:	______
4.	Minimum Qualification Documentation:	______
5.	References:	______

Person to contact regarding this proposal:____

Title:____________________________Phone:_____________Fax:______________________

E-mail:____

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

Signature:____Date:_______________

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

☐ is a corporation or other business entity with the following SCC identification number: _________**-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver): ☐
Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

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

____
Legal Name of Bidder/Offeror

____
Date

____
Authorized Signature

____
Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 639854

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

☐ Associated Builders & Consultants	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ Dodge Reports	☐ Reed Construction Data
☐	☐ 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

☐Other____

SERVICE RESPONSE CARD

RFQ 639854 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: Tresha Taylor• Procurement •
PO Box 7000 • Leesburg, VA 20177

Loudoun County
VIRGINIA

Department of Finance and Procurement
1 Harrison Street SE
PO Box 7000
Leesburg, VA 20177-7000
703-777-0403 O | procurement@loudoun.gov
loudoun.gov/procurement

May 24, 2024

NOTICE TO OFFERS

ADDENDUM NO. 1

RFQ 639854

The following changes and/or additions shall be made to the original Request for Proposal No. RFQ 639854: Real Estate Appraisal Services. Please acknowledge receipt of this addendum by signing and returning with your proposal.

The purpose of this Addendum is to make changes and respond to questions received.

1. The Acceptance Date for this Proposals is delayed from June 3, 2024, to **prior to 4:00 p.m. June 14, 2024 "Atomic" Time.**

2. The Deadline for Questions established on May 20, 2024 in Paragraph 9.2 of the RFP remains in effect.

3. Reference Section 7.2.a. – Delete the following paragraph in its entirety.

   "Cost of Services" criterion: for evaluation purposes, a weighted average hourly rate of the three (3) labor categories identified below will be used to assign points. The weighted values for the labor categories are as follows:
   - Senior Real Property Agent (50%)
     Minimum of ten (10) years of real property and partial acquisition public right-of-way experience in local, county, VDOT or Commonwealth of Virginia. Designation as Senior Right-of-Way Agent from the International Right-of-Way Association and/or additional experience in local government right-of-way projects and administration.
   - Real Property Agent (40%)
     Minimum five (5) years of real property and partial acquisition public right-of-way experience in local, county, VDOT or Commonwealth of Virginia.
   - Relocation Specialist Agent (10%)
     Minimum five (5) years of relocation experience for local, county, VDOT or the Commonwealth of Virginia and proven experience with

the Uniform Relocation Assistance Policies Act of 1970, and U.S. DOT/FHWA regulations.

The weighted average hourly rate will be calculated as follows:
(Senior Real Property Agent hourly rate X 50%) + (Real Property Agent Hourly Rate X 40%) + (Relocation Specialist Agent X 10%)

The Offeror with the lowest weighted average rate will be assigned twenty (20) points. The other proposals will be assigned points according to the following formula:
(Lowest weighted average rate ÷ offeror's weighted average rate) X 20= XX points

Prepared By: s/Nebila Kurtu, CPPB, VCCO, FMP Date: 5/24/2024
Contracting Officer

Acknowledged By: ______________________________ Date: ____________

QUESTIONS AND ANSWERS

1. The minimal qualifications need at least 5 years of experience in VDOT work. I was only recently added to the approved list, so I have no experience, but I do have 25+ years of commercial appraisal experience. As such, I was wondering if that was sufficient or if the 5-year rule with hard.
   Ans: It is desired that the successful Offeror will have extensive experience with preparing appraisals to VDOT standards as outlined in the VDOT Right of Way Manual Chapter 4 (Appraisals). These appraisals would include reports such as an Acquisition Appraisal (AA), Narrative Appraisal (NA), review appraisal, and eminent domain appraisals in support of condemnation court cases. Each Offeror will be reviewed on their merits, experience, knowledge of and ability to produce effective appraisals which comply with VDOT standards, USPAP, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and ability to withstand eminent domain court case scrutiny. Loudoun County also has needs for other types of appraisals, so the 5-year rule is not hard, but the Offeror will have to demonstrate a significant amount of appraisal experience to ensure competency to prepare work to the above-mentioned standards.

2. Can you disclose the fee limit per year that Loudoun County has determined for this contract?
   Ans: The fee limit for this contract is set at $2,000,000. However, due to the extensive workload in Loudoun County's FY2025 capital improvement program ($2.5 Billion), if additional contract funding is needed, staff may seek additional funding through the Loudoun County Board of Supervisors.

3. Section 5.1g asks for appraisals to be delivered withing 21 calendar days. Is meant to be 21 days from inspection of the property? 21 days from NTP does not allow for inspection notices to be provided to impacted landowners.
   Ans: Yes, 21 days from property inspection.

4. Section 7.2a lists the "Costs of Services" criterion twice. Once for an hourly rate for a Senior Appraiser, and again with rates split between a Senior Property Agent, Real Property Agent, and Relocation Specialist Agent. The criteria for this section is only for Senior Appraiser rates, correct?
   Ans: Please disregard the second "Cost of Services" paragraph on Page 30 of 44.

5. Section 8, Tab 8.A asks for fixed fee rates for BARs, Acquisition Appraisals, and Narratives. Due to the varying complexity of appraisal assignments, are these rates non-binding?

Ans: The County is requesting the applicant provide an average fee for the above referenced acquisitions so proposals may be compared among respondents. We are aware that each appraisal assignment will have varying degrees of complexity and future purchase orders will be approved accordingly based on the specifics of the assignment. For purposes of this RFP, please consider an average scenario for each of the mentioned appraisal assignments.

6. We have a question pertaining to the contract fee limit per year. Can you disclose the fee limit per year that Loudoun County has determined for this contract?
   Ans: Refer to question 2.

End of Questions