



Loudoun County, Virginia

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REQUEST FOR PROPOSAL

**CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ROUND HILL TO FRANKLIN PARK TRAIL AND MAIN STREET PROJECT**

ACCEPTANCE DATE: Prior to 4:00 p.m. January 31, 2019 “Atomic Time”

RFP NUMBER: RFQ 12761

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

**PLEASE NOTE:**

Proposal forms may be picked up at the Division of Procurement at the address above between the hours of 9:00 a.m. and 5:00 p.m. weekdays or call (703) 777-0403. Proposal forms can be downloaded from the Loudoun County website at [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement). Requests for information related to this Proposal should be directed to:

Christopher Bresley, CPPB  
Contracting Officer  
(703) 777-0394  
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[christopher.bresley@loudoun.gov](mailto:christopher.bresley@loudoun.gov)

This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: December 14, 2018

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

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- Attachment 1: USDOT 1050.2A Title VI Assurance – Appendix A
- Attachment 2: Certification Regarding Debarment
- Attachment 3: Firm Data Sheet
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- Attachment 5: Equal Employment Opportunity Executive order 11246
- Attachment 6: Mandatory Federal-Aid Professional Services RFP Provisions
- Attachment 7: Mandatory Federal-Aid Professional Services MOA Provisions
- Attachment 8: VDOT LAP Manual, Chapter 11, Appendix C – VDOT Assurance and Compliance Office (ACO) Pre-Award Evaluation Checklist

Prepared By: \_\_\_\_\_ s/Christopher Bresley, CPPB \_\_\_\_\_ Date: December 14, 2018  
Contracting Officer

# CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ROUND HILL TO FRANKLIN PARK TRAIL AND MAIN STREET PROJECT

## 1.0 PURPOSE

The intent of this Request for Proposal (“RFP”) is for the County of Loudoun, Virginia (County) to obtain proposals from qualified Consultants to perform comprehensive Construction Engineering and Inspection Services (CEI) during the construction of the Round Hill to Franklin Park Trail and Main Street Projects (the Project), UPC 56454 & 91248, located in Loudoun County, Virginia. The Project is both federally funded and a Virginia Department of Transportation (VDOT) approved and locally administered Project with certain VDOT guidelines for Disadvantaged Business Enterprises (DBE) requirements and Small, Women and Minority (SWAM) Businesses utilization. **This RFP includes a 12% Disadvantaged Business Enterprises (DBE) goal as defined in 49 CFR Part 26. Refer to Attachment 6 – Mandatory Federal-Aid Professional Services RFP Provisions for additional information on DBE requirements.**

## 2.0 COMPETITION INTENDED

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

## 3.0 BACKGROUND INFORMATION

3.1 The services to be performed by the successful offeror will consist of CEI services to facilitate management and administration of the Project for the Loudoun County Department of Transportation and Capital Infrastructure (DTCI). The estimated duration of the Project, to include final acceptance, administrative “close out”, and VDOT audit is approximately eighteen (18) months. The construction contract will be a until price contract. The estimated cost of construction is \$4,500,000 to \$5,500,000.

3.2 In April of 2009, The Town of Round Hill entered into a Standard Project Administration Agreement (Agreement) with VDOT to design, acquire right-of-way, and construct pedestrian improvements along Main Street from 34 Main Street (old train station) south to Loudoun Street as part of the Transportation Enhancement Program. The Transportation Enhancement Program (renamed Transportation Alternatives Program in July 2012) (Program) is part of the Federal-Aid Highway Program and is intended to help local sponsors fund community based projects that expand travel choices and enhance the transportation experience by improving the cultural, historical, and environmental aspects of the transportation infrastructure.

The Town’s Main Street portion of the Project includes the construction of a concrete sidewalk along the east side of Main Street, curb on both sides of the street, curb ramps, small retaining walls, and storm drain structures and piping to convey storm water captured by the newly installed street curbing.

In February 2001, Loudoun County entered into an agreement with VDOT to design, acquire right-of-way, and construct a pedestrian and bicycle trail from Round Hill to Purcellville as part of the Transportation Enhancement Program. Since 2001, the County's project Agreement and scope have changed several times due to difficulties developing a viable trail alignment and increasing construction costs. As a result, the current County project scope includes the construction of concrete sidewalks and associated drainage structures along East Loudoun Street in the Town of Round Hill from Main Street to Evening Star Drive/Newberry Crossing Place. The scope also includes construction of a 10-foot wide asphalt trail from the northeast corner of Lake Point subdivision east of Round Hill to Loudoun County's Franklin Park pool house parking lot. These two sections (i.e. concrete sidewalks and asphalt trail) will be connected by an existing trail that starts on Newberry Crossing Place, goes through an existing tunnel beneath By-Pass Route 7, and extends around the Lake Point subdivision.

During progression of the design for the Town's Main Street project and the County's pedestrian and bicycle trail, the County and Town staff coordinated design elements so that stormwater from the Town's Main Street project would flow into the storm drain system planned for the County's East Loudoun Street drainage improvement. As a result, the Town's Main Street project became contingent upon construction of County's pedestrian and bicycle trail.

At the Town's request, and since the bidding and construction of both the Town and County projects are expected to occur concurrently, the Round Hill Town Administrator requested that the two projects be merged and managed by the County during the bidding and construction phases. During a Board Meeting on September 17, 2014, the Board of Supervisor's directed staff to merge the Town's project with the County's project utilizing the Town's VDOT grant and Town funding and that a project agreement between the Town and the County for the administration and construction management of the joint project (now, the Project) be developed.

Both the County and Town have completed right-of-way acquisition for the Project. The County and Town are preparing authorization packages for submission to VDOT to clear right-of-way and to obtain authorization to advertise the Project for construction.

The County Attorney's Office and the Town Attorney, along with County and Staff assistance, have drafted a Memorandum of Understanding (MOU) defining the cost participation, cooperative procurement, and construction responsibilities of the County and Town for the Project. On February 1, 2018, the Town Council reviewed and approved the MOU. On March 6, 2018, the Loudoun County Board of Supervisors reviewed and approved the MOU.

- 3.3 Pursuant to the MOU, the County is responsible to solicit a Request for Proposal to seek a consultant to provide CEI services for the Project. Upon selection of a consultant acceptable by both Parties, the County will enter into contract negotiations with the consultant to provide CEI services with the contract fee to be agreed by both Parties. As set forth in the MOU, each Party will be responsible for its proportionate share of the CEI services rendered for the Project. In the event

that all or part of the invoice is not readily attributable to a particular Party, those costs shall be shared equally between the County and Town.

In general, CEI Services will include, but not be limited to, full time on-site quality assurance and control, administrative services, material testing, construction engineering and inspection services, and assistance with VDOT project acceptance, administrative “close out”, and VDOT audit. A more detailed description of the CEI Services required can be found in Section 5.0 Scope of Services.

- 3.4 The County requests that proposals address and fulfill the general criteria, tasks, and services described in this RFP. Additional responsibilities may be added during the development of the Project and as provided in the Project Contract Documents. The Project shall be constructed in accordance with the approved Plans and Special Provisions, VDOT Specifications and Standards, VDOT testing guidelines, and all other applicable procedures and guidelines for the administration of a VDOT and County project. A CD containing the Round Hill Trail and Main Street project plans will be provided to the top ranked firm only.

#### **4.0 OFFEROR’S MINIMUM QUALIFICATIONS**

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

The following criteria shall be met in order to be eligible for this contract: (Refer to RFP Paragraph 6.3E for additional information.)

- 4.1 All offerors shall include with their proposals a list of three (3) comparable projects that have been successfully completed in the last ten (10) years providing construction management, inspection, and engineering services similar to the requirements defined in this RFP for VDOT. Offeror hereby releases listed references from all claims and liability for damages which may result from the information provided by the reference.
- Comparable projects would include projects that demonstrate extensive experience in the discipline areas identified in the scope of services contained in Section 5.0 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, including any subsequent owner approved cost change orders; and projects that were completed in accordance with the contract documents.
- 4.2 Offerors shall provide inspectors with VDOT material testing and technician certifications in asphalt, soils compaction, concrete, nuclear safety, pavement markings, and all other certifications necessary with a minimum of three (3) years road and bridge construction inspection experience. Offerors shall provide with their proposals copies of these certifications for the staff proposed for this work.
- 4.3 Offerors shall provide Virginia Department of Conservation and Recreation Certified Erosion and Sediment Control Inspector with a minimum of three (3) years

inspection experience. Offerors shall provide with their proposals copies of these certifications for the staff proposed for this work.

- 4.4 Offeror's Construction Manager ("CM") shall possess a Bachelor of Science in Civil Engineering, Construction Management, or other related curricula and have 10 years of experience in the management of roadway construction projects. **Recognition as a Certified Construction Manager through the Construction Management Association of America (CMAA) or similar Construction Manager Certification is preferred.**
- 4.5 Debarment: By signing and submitting a proposal, offerors are certifying that they are not currently debarred by any local or state government or the Federal Government. Offerors shall provide in their proposal, documentation related to all debarments that occurred within the last ten (10) years. Complete and include with your proposal Attachment 2, Certification Regarding Debarment from the offeror and all Sub-consultants identified in the offerors proposal.

## 5.0 SCOPE OF SERVICES/TASKS TO BE PERFORMED

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All requirements for inspection, materials testing, engineering, and construction management shall follow criteria as set forth in the VDOT Materials Division Manual of Instructions and the Test Methods Manual. Acceptance procedures shall meet VDOT standards and 23 CFR 637. Inspection procedures, requirements, and documentation shall comply with the VDOT Inspection Manual, March 2018. The estimated duration of CEI Services is eighteen (18) months.

### 5.1 Consultant Responsibilities:

- A. Full time on-site inspection, project administrative, and engineering duties and related work, to include overtime rates greater than forty (40) hours per week. The County will provide a County Construction Manager to oversee all related construction engineering, administration, and coordination with the County, the Consultant (CEI Firm), VDOT/FHWA, the Engineer, the Construction Contractor, and all other agencies or citizens concerned. In addition, the County will provide a part-time field technician to monitor CEI inspection staff, the Construction Contractor's daily activities, and to prepare daily reports based on observations while on site.
- B. The Project staffing by the Consultant is presently anticipated to include at a minimum the following personnel:
- Construction Manager;
  - Senior Inspector;
  - full time on site Construction Inspectors; and
  - Additional staff as needed to provide all administrative and clerical support.
- C. In addition to the construction administration and quality assurance/control of all construction related activities, the Consultant shall perform and record all on-site materials testing, to include compressive stress tests for concrete field cylinders and other laboratory required testing. If a separate sub-consultant

is used for materials testing, the Consultant shall provide all necessary coordination, scheduling, and all other support as necessary to ensure the correct frequency, locations, documentation, and type of testing required for all aspects of the project.

D. A Project field office/trailer will be provided by the Construction Contractor in accordance with the specifications and contract. Computers with internet service, transportation, applicable computer software, cellular phone and all other necessary equipment and supplies shall be provided by the Consultant.

5.2 Requirements of the Consultant. It shall be the responsibility of the Consultant staff to monitor and inspect the work of the Construction Contractor such that the Project is constructed in conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Construction Contractor's work to determine the progress and quality of work. Identify discrepancies and report discrepancies to the County and the Construction Contractor so that the Construction Contractor can correct such observed discrepancies. Assigned inspectors are to inform the County Construction Manager of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor.

5.3 On-site Inspection. Monitor the Construction Contractor's on-site construction activities and inspect materials to be used in the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the Project is constructed in conformity with such documents. Maintain detailed accurate records of the Construction Contractor's daily operations and of significant events that affect the work. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's and VDOT's procedures. Construction Contractor employees performing such services shall be qualified in accordance with County and VDOT procedures. The Consultant shall inspect and verify these qualifications. Personnel identified in the Consultant's technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed for demonstrating unprofessional, unworkmanlike behavior, or lack of experience shall be replaced by the Consultant within seven (7) calendar days after County notification.

5.4 Materials Sampling and Testing. The Consultant shall perform and record all on-site materials testing and shall provide all material testing equipment as required. This equipment will remain the property of the Consultant and shall be removed at completion of the work. The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documentation available to the County for verification, upon request. The Consultant's handling of nuclear gauges shall be in compliance with their license.

The material testing equipment shall include but not be limited to; soil/aggregate compaction kit, including: speedy moisture kit, one-point proctor mold, hammer, gas stove, pans and spoons, scales, 10' straight edge, sand cone device; slump cone; air meters, non-contact thermometer and 4' level. Any testing device that will be

used for acceptance/rejection of materials will need evidence of calibration as recommended by the manufacturer. All hand tools necessary for inspection services shall also be supplied by the Consultant.

5.5 Performance of the Consultant. During the term of the consultant contract (Agreement) the County will review the Consultant operations to determine compliance with the Agreement. The Consultant shall cooperate with and assist County representatives in conducting these reviews. If deficiencies are indicated, remedial action shall be implemented immediately by the Consultant. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies identified by the County. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

5.6 Consultant Staff Functions, Features of Work and Knowledge Skills and Abilities.

A Construction Manager Function: To manage the assigned elements of the Project to assure quality of the contractor's compliance with the plans and contract documents, manage Project personnel staffing, Project inspection, and contract administration under the direction of the County Construction Manager.

Construction Manager Features of the Work:

- Manages assigned Project elements which may involve structures, roadways, and other transportation facilities. Duties include analyzing and interpreting Project plans and specifications to ensure Project constructability; identifies design errors for the County; determines impact for both the County and Construction Contractor; interprets unclear contract language; work order time impact analysis, and maintains and reports Construction Contractor's daily production rates.
- Prepares independent detailed construction estimates; makes recommendations for partial and final Contractor payments, monitors Project budgets and recommends any needed adjustments to the County Construction Manager
- Supervises and manages inspection personnel and makes recommendations on Project staffing. Attends the pre-construction conference organized and scheduled by the County Construction Manager, conducts utility coordination meetings, construction progress meetings, and other types of conferences



- Writes Project management correspondence and approves or rejects recommendations made by Project inspectors. Recommends resolution of field construction problems; recommends design changes; performs analysis and prepares work orders; seeks input from the Project controls group regarding the schedule/cost impact and works with the Project design group, materials, environmental, traffic engineering right of way, the public, and all other parties necessary to meet contract schedules and requirements.

Construction Manager Knowledge Skills and Abilities. Construction Manager is expected to have 10 years of experience in the management of roadway construction projects. Considerable knowledge of roadway, structure, traffic engineering, construction methods, procedures, practices, plans, specifications, and contracts; materials used and performance, environmental, legal, and safety responsibilities related to construction of transportation facilities; working knowledge of the VDOT Road and Bridge Specifications, Road and Bridge Standards, Construction Manual, and Inspection Manual; and knowledge in the use of electronic data processing equipment and contract management software. Skill in the use of survey, nuclear density, and materials testing equipment. Ability to supervise and manage employee work groups. Ability to interpret roadway plans, specifications, and contracts. Ability to prepare technical, financial, administrative, and explanatory correspondence. **Recognition as a Certified Construction Manager through the Construction Management Association of America (CMAA) or similar Construction Manager Certification is preferred.**

- B Construction Inspector Senior Functions: The Inspector Senior monitors and performs all types of inspection work on complex and routine highway projects or acts as a specialist and advisor to other inspectors on certain phases of work requiring specialized talent and experience. Assignments are of an independent nature and include responsibility for inspecting and monitoring the inspection work of any type and size of projects. The Inspector Senior is responsible for assigning and assisting inspectors in a manner that all phases of work will be given adequate inspection. Supervision is received from the Construction Manager or County Construction Manager by periodic visits and review of records and reports. The Inspector's authority is limited in that changes to the plans and specifications requested or recommended must be reviewed and approved by the design engineer to whom the authority has been delegated.

Construction Inspection Senior Features of Work:

- Inspects all phases of work on a project and advises the Contractor superintendent or other representatives of necessary action to ensure conformance with plans, specifications, and the contract.
- Inspects grading projects, paving projects, demolitions projects, special design bridge projects, signal projects, signing projects, coating projects, utility projects, other special projects as assigned.

- Reviews the performance of assistant inspectors daily advising of necessary corrective actions to ensure teamwork, partnering and project success. Answers questions from assistant inspectors and the Contractor concerning contract requirements and application. Reviews and/or prepares daily reports for preparation of entries to the project diary, as-built plans, materials books, and work books. Prepares and checks construction project construction reports and monthly project estimates. Makes necessary correction and forwards them to the Construction Contractor and County Construction Manager.
- Performs occasionally any and all duties of an assistant inspector when required by volume of work. Is proficient in the use of routine survey equipment and is able to check grades, verify stakeouts (grading, and bridge stakeouts). Is able to read and interpret highway construction plans and specifications.
- Performs detailed constructability review of any change orders

In addition to the duties noted for Construction Inspector, the Construction Inspector Senior monitors Construction Contractor's operations to ensure compliance with contract terms and specifications. Independently coordinates and directs all phases of construction inspection of projects, which are typically complicated by extensive traffic control, sensitive to the public or environmentally challenging, or require significant project coordination with property owners, utility companies, or local/federal government representatives. Verifies lines, grades dimensions, and elevations using survey and field engineering equipment. Coordinates and schedules various phases of construction with the Construction Contractor and County personnel; reviews and monitors Construction Contractors' plan of operation; and advises Construction Contractor and the County Construction Manager of violations and recommends adjustments to operations. Recommends changes to construction plans to meet field condition; makes field measurements of pay items and conducts materials testing; checks equipment; maintains and reviews comprehensive project records including daily diaries, materials notebooks, as-built plans, pay quantity records, progress schedules, work orders and monthly estimates; and is aware of Civil Rights requirements. The Construction Inspector Senior aids in the development of work orders, investigations and analysis of Notices of Intent. Proven ability to work at heights and within confined spaces with the required training for these activities.

This position requires frequent contact with engineers and agency personnel to discuss and resolve field construction issues and to obtain technical guidance in specialty areas of engineering and inspections. These positions also require frequent external contact with Construction Contractor personnel to schedule and coordinate project inspection and resolve problems; with local government and law enforcement agencies to explain work under construction and coordinate traffic control; with suppliers to monitor receipt of materials; with utility companies to coordinate relocation and installation; and with the public to provide information and resolve issues.

Construction Inspector Senior Knowledge, Skills and Abilities. The Construction Inspector Senior is expected to have six (6) years of experience including knowledge of roadway, structure, and bridge construction methods, materials, standards and specifications. Working knowledge of state and federal safety, environment, and EEO/DBE guidelines and regulations; and of mathematics including algebra, geometry, and trigonometry. Working skill in operating computer equipment, software programs (including but not limited to working in a Microsoft Windows environment, Microsoft Office, and Site Manager, or other currently utilized project management software) and read and interpret roadway, bridge, and structure plans and contract specifications; apply mathematical formulas and engineering principles to determine field adjustments; maintain detailed reports; perform required materials testing; and communicate effectively with agency and Contractor personnel and the general public.

- C Construction Inspector Functions: The Construction Inspector inspects all phases of construction on construction and maintenance projects under the supervision of senior inspectors, construction project managers, or other supervisory personnel. The inspector shall have the ability to independently inspect routine highway construction phases for maintenance, bridge, and roadway construction projects. Assignments are of an independent or support nature depending on the scope or complexity of the project and are made by the Construction Project Manager or County Construction Manager on a case by case basis. The work is distinguished from the trainee level by the requirement to act and make decisions independently for routine project issues and to foster partnering relationships with contractors, the general public, or other project stakeholders.

The Construction Inspector will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity and generally be under the direct supervision personnel. Considerable freedom of action is allowed and specific instructions are required only as result of the changes of the plans and specifications, non-performance by a contractor or questions raised by the inspector.

Construction Inspector Features of Work:

- Inspects assigned phases of work on a project to make official contact with Construction Contractor superintendent and other representatives to ensure conformance to plans, specifications, and other contract documents.
- Frequently checks lines, grades, dimensions of roadways and structures with an engineer's level and other survey equipment and advises the Construction Contractor of any discrepancies.
- Checks methods of construction where specific methods are stated and requires action to correct any variances and methods employed.
- Ensures that highways work zones and traffic control setups are in accordance with current standards.
- Prepares and reviews daily inspector reports for preparation of entries into project diaries as a working knowledge of Site Manager and is able

to properly document materials in the Materials Notebook as well as other test reports for materials.

- Records or monitors recording material received showing quantities estimated to be required in quantities received used and tested
- Checks materials and material documents to make sure that they have been tested or performs routine physical test and analyze sample material on the job, sends additional samples to the testing laboratories for verification of results.
- Monitors project budget
- Assist in Contractor's monthly evaluations

Construction Inspector Knowledge, Skills, and Abilities: The inspector is expected to have three (3) years of inspection experience including a working knowledge of roadway, structure and bridge construction methods, materials, standards, construction symbols and terminology; state and federal environmental, safety, and Equal Employment Opportunity guidelines and regulations; and of mathematics including algebra, geometry, and trigonometry. Inspectors shall be skilled in operating computer equipment, software programs and field inspection equipment. Ability to read and interpret roadway, structure and bridge plans and specification; apply mathematical formulas and engineering principles to determine minor adjustments to construction plans; maintain detailed records; perform required materials testing and communicates with the agency and Contractor personnel and the general public.

5.7 Davis Bacon Wage Rate Documentation: Conduct interviews, review payrolls and provide all administrative support required to meet State and Federal Davis Bacon Wage Rate Requirements.

5.8 Schedule

All work to be performed under this Contract will align with the construction schedule as presented by the Construction Contractor at the construction kickoff meeting. The construction schedule is estimated to take (eighteen) months. The schedule for this contract is subject to change based upon any changes in the construction schedule. Tentatively, the anticipated schedule is as follows:

Notice to Proceed: April 1, 2019

Expected Completion: October 30, 2020

5.9 The County will require the Consultant to use e-Builder for the administration of the Project. The County will provide the Consultant two (2) licenses for their use and provide training for the Consultant. Basic training will be required and provided by the County at no cost to the Consultant. This level of training is at the recommendation of e-Builder and should provide proficiency. If the Consultant does not demonstrate proficiency with the software following this training, additional training required for complete proficiency would be at the Consultant's cost. Additional licenses may also be purchased at the Consultant's cost. Contact e-Builder for further information at [www.e-builder.net](http://www.e-builder.net) or 1-800-580-9322.

#### 5.10 Fee/Rate Schedule

The County of Loudoun confirms that the type of agreement which will result from this RFP will be a lump sum contract. Under this method, the Consultant performs the services stated in the Memorandum of Agreement (MOA) (otherwise referred to as the Agreement for Service or Agreement) for an agreed amount as prime compensation.

Hourly rates established under the Contract include:

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

### 6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

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

#### 6.1 Proposal Analysis Group

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

#### 6.2 RFP Schedule

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

Proposals Due	January 31, 2019
Shortlist Announcement	February 28, 2019
Interviews	March 14, 2019
Final Ranking Announcement	March 18, 2019

#### 6.3 Evaluation Process and Proposal Content – **Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible.**

Please note: In the event that less than three (3) proposals are received in response to this RFP, the County will engage the VDOT Project Coordinator to determine if the RFP process can proceed.

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

- *Do not include cost information in your proposal. This information will be requested from the top ranked offerors.*
  - *Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your proposal response.*
  - *Do not include proposed modifications to the terms and conditions contained in this RFP, in your proposal.*
  - *Proposals should be tabbed and use doubled sided print.*
- A. Signature Page (Page 38 & 39)
- B. Documents: Include required documents but not limited to:
- Attachment 2, Debarment Certification for Prime Consultant and all Sub-consultants.
  - Attachment 3, Firm Data Sheet
  - Proof of Authority to Transact Business Form (Page 40)
  - W-9, insurance certificate;
  - Addendum
  - “How did you Hear” form (Page 41).
- C. Table of Contents
- D. Transmittal letter on the offerors letterhead that identifies:
- The name of the offeror’s firm submitting the proposal, main office address and identify whether the offeror will be structured as a Corporation, Limited Liability Company, General Partnership, Joint Venture, Limited partnership or other form of organization. Include a overall statement on the offerors experience providing CEI Services similar to the requirement of this RFP
- E. Project Management and Technical Expertise  
(This is the offeror’s Minimum Qualifications Response to RFP: Section 4.1)  
Include as a minimum:
1. Provide a list of three (3) comparable projects that have been successfully completed in the last ten (10) years providing construction management, inspection and engineering services similar to the requirements defined in this RFP for VDOT and/or localities administering a VDOT Project. All offerors must demonstrate extensive experience working with the Virginia Department of Transportation (VDOT).
    - Narrative – Maximum of one (1) page per project with up to two (2) additional pages of graphics.
    - Provide a detailed description of the projects including completion date and final costs. Discuss how the client’s design, economic, and operational objectives were satisfied by

the design Include the names and contact information of project managers and designers and general contractors

- Provide information on delivery of these projects on time and within budget. Provide design time (contract/actual); cost of construction (estimated/actual); and problems encountered and solutions devised.
  - Provide the owners name, phone number, and email address for each project.
2. References: all offerors shall include with their proposals a minimum of three (3) current references. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
  3. List of previous contracts that demonstrate depth of experience providing construction management, inspection and engineering services similar to the requirements defined in this RFP. Include description, scope, project cost, and owner's contact information.
  4. Awards and letters of commendation received

F. Credentials of the Project Team

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

Include as a minimum:

1. Provide an organizational chart or staffing plan showing the "chain of command" of the proposed Project team, including individuals responsible for pertinent disciplines, proposed on the offeror's team. Identify major functions to be performed and their reporting relationships in managing the Project. Identify all sub-consultants on the organization chart.
2. Construction Manager resume and portfolio of related projects:
  - Resume showing ten (10) years' of experience focusing on construction, engineering and inspection services that demonstrate considerable experience comparable to the requirements contained in Section 5.0, Scope of Services.
  - Project Portfolio: Submit written description of not more than five (5) projects completed within the past ten (10) years attributed to the

Construction Manager that are comparable to the requirements contained in Section 5.0, Scope of Services. Portfolio is a list of projects, separate from the resume, demonstrating the Construction Manager's experience on managing projects similar to the RFP Scope of Services.

3. Resumes of key team members and subcontractor member resumes that include recent relevant experience with the subject matter of the disciplines selected by the offeror, role in project, education and licenses and certifications. Resumes for all construction inspectors proposed for the Project shall be included, Refer to Section 4.0 - offeror Minimum Qualifications.
4. Identify proposed Project team's previous experience working together as a team to include a list of previous projects with proposed sub-consultants
5. Provide a chart identifying the primary work location (City/town and State) of all team members identified in the proposal.

G. Quality Control/Quality Assurance (QA/QC)

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

H. Understanding of Contract as Depicted in the Proposal.

1. Provide a statement of key issues and challenges in managing projects of similar scope and describe your understanding of the processes depicted in this proposal and the Consultant's responsibilities.
2. Provide a task description to include a proposed staffing plan based on the project description contained in this RFP that identifies positions, identifies experience requirements for each position and identifies administrative requirements.
3. Address impacts of federal funding to include experience assisting local governments in meeting Davis Bacon Wage Rate documentation and reporting requirements.
4. Demonstrate experience providing CEI services for locally administered VDOT, federally funded construction projects.
5. Provide a statement of the consultant's workload with all clients that may influence project schedules and could impact the Consultants ability to complete the work within the County's established schedule.

I. Overall quality and completeness of proposal (and interview, if short listed):

Proposals will be reviewed for: completeness, attention to detail, clarity, organization and appearance. Two sided printing is preferred.



#### 6.4 Evaluation Process

The PAG will review, and evaluate each proposal and selection will be made for on the basis of the criteria listed below and as more particularly described in Section 6.3.

- A. Project Management and technical expertise. **(25 points)**
- B. Credentials of Project team. **(30 points)**
- C. Quality Assurance/Quality Control **(15 Points)**
- D. Understanding of Contract as depicted in the proposal **(25 Points)**
- E. Overall quality and completeness of proposal. **(5 points)**

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

#### 6.5 Negotiations with the Top Ranked Offerors.

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

The Agreement for Service (“Contract” or “Agreement”) with the successful offeror will contain the Terms and Conditions from Section 8.0 of the RFP. If the Top Ranked Offeror intends to take exception to these Terms and Conditions or propose additional or alternative language, they must:

- (1) Identify with specificity the Terms and Conditions to which they take exception to or seek to amend or replace and provide their additional or alternate terms and conditions to the County within five (5) business days after being notified by of being the Top Ranked Offeror, the Notice of Final Ranking;
  - (2) Failure to both identify with specificity those Terms and Conditions the Top Ranked Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate terms and conditions may result in termination of negotiations.
  - (3) The terms and condition contained in Attachments 7 to this RFP are mandatory Federal Aid Provisions and non-negotiable.
  - (4) While the County may accept additional or different language if so provided during negotiations, the Terms and Conditions marked with an asterisk (\*) in Section 8.0 of the RFP, are mandatory and non-negotiable.
- C. Final negotiations with the top ranked offeror for a cost estimate.

1. Top Ranked Offeror shall separate their cost proposal into separate sections: the Round Hill to Franklin Park Trail section and the Main Street section.
  2. The Top Ranked Offeror shall submit a cost proposal for the prime consultant and all sub-consultants that meets the requirements of Attachment 8 to this RFP; Chapter 11 of the VDOT Local Assistance projects (LAP) Manual, Appendix C - VDOT Assurance And Compliance Office (ACO) Pre-Award Evaluation Checklist. Prime Consultant shall be required to respond to ACO Pre-Award Evaluation comments and resolve to the satisfaction of VDOT ACO and the County. This RFP includes a 12% Disadvantaged Business Enterprises (DBE) goal as defined in 49 CFR Part 26. Refer to Attachment 6 – Mandatory Federal-Aid Professional Services RFP Provisions for additional information on DBE requirements.
  3. All firms submitting cost proposals must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48CFR31, “Federal Acquisition Regulations, Contract Cost Principles and Procedures,” and 23CFR172, “Administration of Negotiated Contracts.” All firms selected for contract award must submit their FAR audit data to the County of Loudoun within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the County of Loudoun and the next most qualified team invited to submit a proposal.
- D. The County of Loudoun assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for the Project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the County. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
- E. If a contract containing both terms and conditions acceptable to the County and rates considered fair and reasonable by the County cannot be negotiated, negotiations shall be terminated and negotiations will be conducted with the next-ranked offeror, and so on. The PAG will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the resulting contract award. The rankings shall remain confidential until after the Contract award.

## **7.0 INSTRUCTIONS TO OFFERORS**

### **7.1 Preparation and Submission of Proposals**

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

- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of the RFP. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via one of the following options: US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to the Division of Procurement, 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted. (Please note: offerors choosing to submit proposals via US Mail should allow at least an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution.).
- H. Each offeror shall submit one (1) original and four (4) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

## 7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 5:00 p.m. Friday, January 18, 2019**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

## 7.3 Addendum and Supplement to Request

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

#### 7.4 Inspection of Site

It is strongly recommended that all offerors make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of his obligation to carry out the scope of the resulting contract. The Project site is open to the public during normal working hours

#### 7.5 Proprietary Information

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

#### 7.6 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

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

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

#### 7.7 Withdrawal of Proposals

- 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.

#### 7.8 County Furnished Support/Items

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

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

#### 7.9 Sub-consultants

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

#### 7.10 Late Proposals

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

#### 7.11 Rights of County

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

#### 7.12 Prohibition as Sub-consultants

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

#### 7.13 Deviations from Scope of Services

If there is any deviation from that prescribed in the Scope of Services, that deviation shall be clearly identified on the offeror's proposal. The County reserves the right to determine the responsiveness of any deviation.

#### 7.14 Notice of Award

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

#### 7.15 Protest

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

#### 7.16 Miscellaneous Requirements

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

#### 7.17 Debarment

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

#### 7.18 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

#### 7.19 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>.

#### 7.20 Insurance Coverage

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

7.21 Legal Action

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

7.22 Certification by Consultant as to Felony Convictions

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

7.23 VDOT Assurance and Compliance Office Pre-Award Evaluation

VDOT’s Assurance and Compliance Office (ACO) will conduct a pre-award evaluation for consultant “*professional services*” cost proposals having a value greater than \$200,000 prior to their execution. The consultant is required to submit a Federal Acquisition Regulations (FAR) audit meeting the requirements of Part 31 of Title 48 of the Code of Federal Regulations when a prime or combined prime and sub-consultant cost proposal has a value of \$200,000 or more. Pre-award evaluations are not required for off right-of-way Transportation Alternatives Projects.

## 8.0 TERMS AND CONDITIONS

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

8.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director of the Department of Transportation and Capital Infrastructure and their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by anyone 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.

8.2 Delays and Delivery Failures

Time is of the essence. The Consultant must keep the County advised at all times of status of 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.

### 8.3 County Reserved Rights

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

### 8.4 Material Safety Data Sheets

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

### 8.5 Business, Professional, and Occupational License Requirement

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

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

### 8.6 Payment of Taxes

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

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

### 8.7 Insurance

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



action, omission, commission or operation under the Contract.

B. The Consultant and all subconsultants shall, during the continuance of the work under the Contract, provide the following:

1. Workers' Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.
4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

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

1. Workers' Compensation:

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

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

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

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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4. Professional Liability:

Per Occurrence:	\$1,000,000
General Aggregate:	\$1,000,000

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

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

    - a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or
    - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
  3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
  4.
    - a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
    - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
  5.
    - a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

- b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be 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.

#### 8.8 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 negligent or willful act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its sub-consultants. The

Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

8.9 Safety

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

8.10 Notice of Required Disability Legislation Compliance \*

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.

8.11 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.

8.12 Employment Discrimination by Consultants Prohibited \*

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

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

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

8.13 Drug-free Workplace \*

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

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

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

8.14 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

8.15 Immigration Reform and Control Act of 1986 \*

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration

Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.16 Exemption from Taxes \*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the 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.

8.17 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, in triplicate, at the completion of tasks and submission of deliverables; such statement to include a detailed breakdown of all charges for that deliverable.

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

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Transportation & Capital Infrastructure  
Attn: Don Bredice, Construction Project Manager  
101 Blue Seal Drive, Suite 102  
Leesburg, VA 20177

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

8.18 Payments to Sub-consultants \*

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

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

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

allowed in item B. above.

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

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

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

#### 8.19 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or sub-consultant 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.

#### 8.20 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.

#### 8.21 Termination

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

##### A. Termination for Convenience

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

##### B. Termination for Cause

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

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

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

delivered under the Contract.

#### 8.22 Contractual Disputes \*

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

The 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.

#### 8.23 Prime Consultant Responsibilities

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

#### 8.24 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.

#### 8.25 Submissions

All Project correspondence, design/review documents, reports etc., prepared by the Consultant shall be distributed to the County's Project Manager for each major phase



and sub phase of the Project in the quantities as directed. Within twenty (21) days of Project completion of each phase submit a Project completion report with Project close out documents to the County's Project Manager.

8.26 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.

8.27 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.

8.28 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, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. 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.

8.29 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  
Attn: Christopher Bresley

Via delivery method (a) or (b)  
1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**Or**

Via delivery method (c)  
P.O. Box 7000  
Leesburg, VA 20175

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.

#### 8.30 Licensure

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

#### 8.31 Authority to Transact Business in Virginia \*

A 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.

#### 8.32 Counterparts

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

#### 8.33 No Smoking

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

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

#### 8.35 Force Majeure

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

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

obligations under the contract.

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

The Consultant has no entitlement and 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.

8.36 Survival of Terms

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

8.37 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.

8.38 Audits:

- A. The Consultant shall maintain books, records and documents of all costs and data in support of the services provided. Loudoun County or its authorized representative shall have the right to audit the books, records and documents of the Consultant under the following conditions:
1. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  2. In the event of a disagreement between the Consultant and the County on the amount due the Consultant under the terms of this contract.
  3. If required due to use of Federal funds.
  4. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Consultant's efficiency or effectiveness under this contract; and,
  5. If it becomes necessary to determine the County's rights and the Consultant's obligations under the contract or to ascertain facts relative to any claim against the Consultant that may result in a charge against the County.
- B. These provisions for an audit shall give Loudoun County unlimited access during normal working hours to the Consultant's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the consultant, from the effective date of final payment or termination hereunder, shall preserve and make available to Loudoun County for a period of three (3) years thereafter,

at all reasonable times at the office of the Consultant but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

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

8.39 Mandatory Federal-Aid Professional Services RFP Provisions

Refer to Attachment 6 to this RFP for Mandatory Federal-Aid Professional Services RFP Provisions.

8.40 Mandatory Federal-Aid Professional Services Agreement for Service Provisions

Refer to Attachment 7 to this RFP for Mandatory Federal-Aid Professional Services Provisions that must be incorporated into the Agreement for Service between the County and Consultant.



Loudoun County, Virginia

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

**CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ROUND HILL TO FRANKLIN PARK TRAIL AND MAIN STREET PROJECT**

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

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

\_\_\_\_\_

FEIN: \_\_\_\_\_

Hereby proposes to provide the requested services as defined in Request for Proposal RFQ 12761

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

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

ITEM:	INCLUDED: (X)
1. W-9 Form (7.19):	_____
2. Certificate of Insurance (7.20):	_____
3. Addenda, if any (Informality) (7.2, 7.3 & 7.11):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (7.2).

1. Addenda, if any (7.2, 7.3 & 7.11):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form (Page 40):	_____
4. One (1) original and four (4) copies of Proposal (6.3 & 7.1H)	_____

**Note:** Fees are not to be included with this proposal. The County will negotiate with the highest ranked offeror.

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

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

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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



## Loudoun County, Virginia

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

Department of Finance and Procurement

Division of Procurement

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

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

Please complete the following by checking the appropriate line that applies and providing the requested information.

**PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

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

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

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

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

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

\_\_\_\_\_  
Legal Name of Bidder/Offeree

\_\_\_\_\_  
Date

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

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



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

RFQ 12761

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

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

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

RFQ 12761

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

How did we do?

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

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

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

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

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!

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

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

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

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

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