



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### ROUTE 28 CORRIDOR PLAN ZONING IMPLEMENTATION

ACCEPTANCE DATE: Prior to 4:00 p.m., December 16, 2011 "Local Atomic Time"

RFP NUMBER: QQ-01688

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

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.27 and 9.22. Please complete the Proof of Authority to Transact Business in Virginia form on page 35 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

A Pre-Proposal Conference will be held on November 28, 2011 at 10:00 AM in the Purcellville Conference Room, One Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the scope or specifications.

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

Philip Butterfass, CPPB

Contracting Officer

(703) 737-8493

(703) 771-5097 (Fax)

E-mail address: [philip.butterfass@loudoun.gov](mailto:philip.butterfass@loudoun.gov)

This document can be downloaded from our web site:

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

Issue Date: November 16, 2011

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

REQUEST FOR PROPOSAL  
**ROUTE 28 CORRIDOR PLAN ZONING IMPLEMENTATION**

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Prepared By: Philip Butterfass, CPPB Date: 11/16/2011  
Contracting Officer

# ROUTE 28 CORRIDOR PLAN ZONING IMPLEMENTATION

## 1.0 PURPOSE

The intent of this Request for Proposal is to obtain professional consultant services, as described in the Scope of Services below, to amend Loudoun County's Revised 1993 Zoning Ordinance to reflect the policies contained in the Route 28 Corridor Plan recently adopted by the County Board of Supervisors. The County has allocated no more than \$150,000 towards these services.

## 2.0 COMPETITION INTENDED

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

## 3.0 BACKGROUND INFORMATION

The Route 28 Corridor (the "corridor") is an approximately eight (8) mile long corridor anchored to the south by Washington Dulles International Airport and includes the Route 28 Tax District. The County has envisioned the development of the corridor as a major employment center in Loudoun County due to its proximity to a highly skilled and educated workforce, immediate access to regional transportation networks and adjacency to an international airport. The development and growth of employment in the corridor is critical for both the protection of the Route 28 Tax District specifically and the economy of the County generally. Many factors, however, have contributed to the failure of the corridor to develop with the kind of higher-density, Class A office space envisioned in the County's Revised General Plan. Instead, the corridor has developed at an average of 0.24 Floor Area Ratio (FAR), consistent with surface-parked, low-rise, large building footprint development patterns.

Several factors have limited the corridor's full commercial potential:

- Approximately 60% of the corridor's land area was planned for Keynote Employment uses, which prohibited the creation of higher-density, mixed-use office settings sought by many of today's Class A office tenants;
- While the County's Keynote Employment designation was successful at attracting build-to-suit spaces in the corridor, the County had limited ability to capture tenants in the market seeking 50,000 to 100,000 square feet of office space within high-quality buildings that are designed, permitted, under construction, or completed so they can be occupied within a 12-18 month timeframe;

- The corridor's Destination Retail Overlay, which supported big-box retail and large-scale strip retail developments, conflicted with the County's vision of attracting Class A office to the corridor and consumed large tracts of valuable commercial property fronting Route 28 for low-density, auto-oriented retail uses;
- The corridor is currently governed under multiple zoning ordinances, each with their own standards and regulations, with the majority of the properties governed under the 1972 Zoning Ordinance. This ordinance limits the kind of higher-intensity office development envisioned by the County in the corridor. This confusing regulatory environment may also be placing the County at a disadvantage with other commercial submarkets in the region. While the County offers a streamlined zoning conversion process to convert to the most recent ordinance, many commercial property owners believe that the Revised 1993 Zoning Ordinance does not include enough incentives to view conversion from the 1972 Zoning Ordinance as a viable trade-off; and
- Approximately 74% of the corridor is zoned for Industrial office parks and Destination Retail. Therefore, the predominant zoning does not provide certainty for prospective office businesses looking to locate into the corridor that adjacent development is or will be compatible with their desired image.

The Loudoun County Board of Supervisors approved the Route 28 Keynote Employment Policies (also known as the Route 28 Corridor Plan) Comprehensive Plan Amendment (CPAM) on March 15, 2011. The economics, land use, housing, transportation, design and sustainable development policies contained within the plan establish the County's new vision for development within the corridor. The policies are intended to: 1) Accelerate the absorption of Class A Office space in the County, 2) Increase the overall rate of commercial development, 3) Promote properties to their highest and best use, and 4) Induce development into consistent land patterns. The Route 28 Corridor Plan (the "Plan") also includes a number of recommended implementation steps necessary to achieve the vision established in the plan.

The Plan and material used in the Plan amendment process can be viewed at [www.loudoun.gov/route28](http://www.loudoun.gov/route28). The major provisions of the Plan are highlighted below.

- The land use policies maximize the commercial development potential within the corridor.
- A Route 28 Corridor Land Development Patterns Map identifies the preferred locations of specific employment settings, or Land Use Patterns; defined by land use, their overall form and character, recommended land use mixes, and densities.
- The employment-based Land Development Pattern areas include:
  - a) Route 28 Core where areas adjacent or proximate to Route 28 support high-quality, mid – to high-density office developments that take

advantage of the economic opportunities associated with highway frontage, high visibility and more direct access to Route 28. Two development options, or Land Use Patterns, are planned for the core: Office Clusters and, where designated on the Land Development Patterns Map, Mixed-Use Office Centers;

- b) Route 28 Business where there is more flexibility in the densities and settings for office outside the Route 28 Core. The Route 28 Business area also allows Flex uses, defined as laboratory, data centers, research and development and training facilities, in combination with office; and
  - c) Route 28 Industrial which supports Heavy Industrial, Light Industrial, and Flex uses that have traditionally clustered near the Washington Dulles International Airport.
- The Plan calls for a commitment to unmet housing needs (defined as housing at incomes up to 100% of the Washington Metropolitan Area Median Income) for all development within the corridor that includes a residential component.
  - The Plan supports greater opportunities for bicycle, pedestrian, and transit accessibility and development densities along the corridor that support mass transit.
  - The Plan includes basic design standards important to achieving a unified development pattern in the corridor.
  - The Plan supports opportunities and incentives for sustainable development, including green building techniques and technologies which include sustainable site design and integrated energy management planning.

During the development of the CPAM, stakeholders (i.e., Property and Business Owners within the Corridor, Trade Associations, Regional organizations and Home Owner Associations) explicitly expressed that adopting regulatory mechanisms and development incentives subsequent to the adoption of the Plan was critical to the future success of the corridor. To assist in this effort, the Plan recommends continued stakeholder involvement in the form of a private/public Implementation Committee to advise the County with the development of the zoning mechanisms that will be used to implement corridor plan policies.

Plan implementation policies recommend amending the Revised 1993 Zoning Ordinance to provide alternative development options that reflect the preferred development patterns, or Use Patterns (zoning regulations that have a combination of form-based and conventional land use-based provisions) identified in the Route 28 Corridor Plan, including Office Cluster, Office, and Flex. Each Use Pattern would provide a use matrix that specifies the types of uses permitted under each Use Pattern with text and illustrations of regulations and standards related to size, location, densities, and design and other factors. The implementation policies also recommend the creation of a new Planned Development Zoning District(s) to implement the policies related to Mixed-Use Office Centers.

## 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. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsive and/or non-responsible and rejected.

- 4.1 Bidders must demonstrate they have been in business providing Zoning, Planning and Transportation Analysis services for at least the last three (3) years.
- 4.2 Bidders shall show proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

## 5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. The Scope of Services for Project Orientation and all phases are expected to cover an approximately sixteen (16) month implementation period. All offerors must be able to provide:

### Project Orientation

At the outset of the Project, the Consultant shall facilitate a project orientation meeting with the Route 28 Zoning Implementation Steering Committee (Steering Committee) comprised of County Staff from the Departments of Planning, Building and Development, Construction and Waste Management, Economic Development, and Mapping and Geographic Information with coordination from the County Project Manager. The Consultant shall gain an understanding of historical development patterns in the corridor, project goals, project schedule, and other important background information. Prior to the meeting, the Consultant shall review pertinent County policy and background documents, including the Route 28 Business Outreach Report, Route 28 Existing Conditions Report, Route 28 Corridor Plan, and the Route 28 Market Study by Fulton Research, Inc. In coordination with County Staff, the Consultant shall also conduct a field visit(s) to the corridor.

### Major Deliverables

1. Project Orientation Meeting. The Consultant, with coordination from the County's Project Manager, shall prepare the meeting agenda, presentation materials, supporting documents, and minutes for the meeting. The Consultant shall also be responsible for facilitating the meeting.
2. Presentation materials for the Project Orientation Meeting. The materials will be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy) and internet posting. All materials produced shall be submitted to the Project Manager for review a minimum of one (1) week prior to the meeting.

## Phase 1: Zoning Discovery Process

During the Plan amendment process, staff considered several broad zoning implementation strategies. Recognizing the unique challenge of zoning implementation in the Route 28 Tax District, staff analyzed these strategies based on four criteria (Streamlined Process, Flexibility, Resources Necessary, Time Considerations). This analysis led to the conclusion that incorporating Use Patterns, a combination of form-based and conventional land use-based provisions, into the appropriate existing zoning districts and designing a new zoning district for Mixed-Use Office Centers would be the preferred zoning implementation tools.

Zoning discovery will be a process that includes: 1) analyzing existing County regulations for applicability with Route 28 Corridor Plan policies, 2) identifying process and regulatory impediments (such as redundancy, overlapping regulations, and requirements that are not clearly and effectively stated) with the goal of correcting these impediments through the zoning ordinance amendment process, and 3) confirming that the recommended implementation strategies referenced above are the most effective for implementing the adopted policies. From the zoning discovery process, a number of objectives will be identified and used to direct the development of specific regulatory changes.

### 1.1. Research

The Consultant shall create a process to solicit comments from relevant stakeholders, including key County Staff and members of the Zoning Technical Advisory Committee (see Phase 2 below). The Consultant shall also compile information on “best practices” adopted by local jurisdictions located in the region and elsewhere related to zoning and incentives.

#### Major Deliverables

- A. The Consultant, with coordination from the County’s Project Manager, shall prepare agendas, presentation materials, supporting documents, and minutes for any scheduled meetings and workshops. The Consultant shall also be responsible for facilitating meetings, workshops, etc. All materials produced shall be submitted to the County Project Manager for review a minimum of one week prior to any scheduled meeting or event. All materials shall be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy).
- B. The Consultant shall prepare a report of the research findings in a format suitable for distribution (digital and hard copy) and consisting of a summary of stakeholder input, a discussion of major issues, and a compilation of “best practices” information and zoning approaches from other localities.

### 1.2 Zoning Analysis

The Consultant shall analyze zoning and other regulatory documents including the 1972 Zoning Ordinance, 1993 Zoning Ordinance, Revised 1993 Zoning Ordinance, Land Subdivision and Development Ordinance, and the

Facility Standards Manual to identify inconsistencies between these documents, and with the land development patterns/policies established in the corridor plan and impediments to the recommended zoning approaches developed in 1.1. Such an analysis would include the development of “test case” scenarios against the ordinance(s) through graphics, illustrations, and tables.

The Consultant shall evaluate and recommend alternative zoning approach(es) to implement the corridor plan that addresses issues and concerns as well as research identified in 1.1. With coordination from the County Project Manager and County Attorney’s Office, the Consultant will evaluate the legal options relative to the recommended zoning implementation strategies.

The Consultant shall then prepare a Zoning Discovery Report that summarizes the findings of the Zoning Discovery process. The Consultant shall also prepare a draft Annotated Outline that establishes overall direction for zoning implementation, sets zoning amendment and process objectives, and clearly shows the basic structure of the proposed amendments in the Revised 1993 Zoning Ordinance. The Consultant shall distribute and present the report and draft to the County Project Manager and Steering Committee for review and comment and prepare a final Annotated Outline.

#### Major Deliverables

- A. Zoning Discovery Report with text, worksheets, and graphics, summarizing the findings of the research and analysis conducted in Phase 1 and identifying major concerns. The materials shall be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy) and internet posting. A draft report shall be submitted to the County Project Manager for review a minimum of one week prior to the release of the report.
- B. Draft Annotated Outline that establishes overall direction for zoning implementation, sets zoning amendment and process objectives, and clearly shows the basic structure of the proposed amendments in the Revised 1993 Zoning Ordinance, including a comparison of amendments in specific zoning districts related to uses, performance and development standards; incentives; approval procedures; and definitions. The draft Annotated Outline shall also include recommendations for potential revisions to the Land Subdivision and Development Ordinance and the Facility Standards Manual so that the amendments to the zoning ordinance are integrated with these documents.
- C. Meeting with the Steering Committee to report on the report and draft outline. The Consultant, with coordination from the County’s Project Manager, shall prepare the meeting agenda, presentation materials, supporting documents, and minutes for the meeting. The Consultant shall also be responsible for facilitating the meeting.



- D. Final Annotated Outline to be used for drafting zoning ordinance amendments. The Annotated Outline shall be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy) and internet posting.

## Phase 2: Draft Amendments

The objective of Phase 2 is to produce final draft amendments to the Revised 1993 Zoning Ordinance with significant County staff, stakeholder, and general public involvement. Phase 2 also continues the active participation of the stakeholders' network cultivated during the CPAM and community outreach processes, which included visioning workshops, forums, and one-on-one interviews. This network includes representation from property owners and business owners/operators within the corridor, interest groups/trade association groups, regional organizations, and homeowners associations.

### 2.1 Community Involvement

The Consultant shall develop and implement a Community Involvement Plan to solicit broad-based input on draft zoning ordinance amendments from stakeholders and the public. The plan shall show the timeline and methods for public outreach, including at a minimum meetings/workshops and an open house(s). The plan shall also show timeline and methods of engagement with a Zoning Technical Advisory Committee (Advisory Committee), representing citizens from a stakeholders' network cultivated during the Route 28 CPAM process with coordination from the County Project Manager, to comment and advise the County during the drafting process (Phase 2.2). The plan shall complement the County Project Manager's print, electronic, and social media outreach plan. The Consultant shall be responsible for producing meeting materials, including meeting minutes, visual presentations, or any other resources or material necessary to engage the public and Advisory Committee.

### Major Deliverables

- A. Community Involvement Plan for County review, approval, and implementation.
- B. The Consultant, with coordination from the County's Project Manager, shall prepare meeting agendas, presentation materials, supporting documents, and minutes for all Advisory Committee and public meetings (including workshops and open houses). The Consultant shall also be responsible for facilitating meetings.
- C. Presentation materials shall be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy) and internet posting. All materials produced shall be submitted to the County Project Manager for review a minimum of one week prior to any scheduled meeting, event, or social media posting.

## 2.2. Draft Amendments

The Consultant shall prepare an initial draft of amendments to the Revised 1993 Zoning Ordinance based on the final Annotated Outline and Zoning Discovery Report. The ordinance draft shall include text and graphics. The Consultant shall submit the initial and subsequent revised drafts to the Steering and Advisory Committees, Project Manager, Zoning Administrator, and County Attorney's Office. The Consultant will conduct a legal audit of the proposed amendments to identify and address any issues and concerns. In accordance with the Community Involvement Plan, the Consultant shall also collect public comments on the draft amendments. The Consultant will then prepare final draft amendments based on the outcomes of County and Committee reviews along with public comments.

It is expected that the amendments to the Revised 1993 Zoning Ordinance will undergo multiple rounds of circulation, review, comment, testing, and revision. Therefore the Consultant shall prepare in advance a schedule and timeline for review by the County Project Manager and other County Staff.

### Major Deliverables

- A. Report summarizing the final results of the document review by the Steering Committee, Zoning Technical Advisory Committee, and public. The report shall be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy) and internet posting. A draft report shall be submitted to the County Project Manager for review a minimum of two weeks prior to the release of the final report.
- B. Final draft amendments to the Revised 1993 Zoning Ordinance. Amendments to the zoning ordinance shall include: regulatory amendments to existing and new zoning districts, including use regulations, and text and graphic amendments for performance and development standards; regulatory incentives; development process and administration procedures along with associated checklists and forms; and amendments to the definitions section of the ordinance.
- C. Final recommendations for potential revisions to the Land Subdivision and Development Ordinance and the Facility Standards Manual.

### Phase 3: Public Review and Adoption Process

The objective of Phase 3 is the presentation of the final draft amendments to the Revised 1993 Zoning Ordinance through the legislative review and adoption process.

## 3.1 Final Draft Document Review

In coordination with the County Project Manager, the Consultant shall prepare and present an Intent to Amend Action Item to the Loudoun County Board Of Supervisors with a packet for distribution to include the final draft

amendments to the Revised 1993 Zoning Ordinance and all background materials, including the Zoning Discovery Report, Annotated Outline, and recommended revisions to the Land Subdivision and Development Ordinance and the Facility Standards Manual. The Consultant shall present the item at the Planning Commission and Board of Supervisors Public Hearings and attend all preceding and subsequent briefings, worksessions and committee meetings. The Consultant shall also incorporate mark-ups recommended by the Planning Commission into the draft amendments presented to the Board of Supervisors and into the final amendments as approved and adopted by the Board of Supervisors.

#### Major Deliverables

- A. Intent to Amend Action Item, final draft amendments to the Revised 1993 Zoning Ordinance and all background materials including the Zoning Discovery Report, Annotated Outline, and recommended revisions to the Land Subdivision and Development Ordinance and the Facility Standards Manual. A draft Intent to Amend Action Item shall be submitted to the County Project Manager for review a minimum of three weeks prior to the scheduled public hearing.
- B. Final draft amendments mark-up as recommended by the Planning Commission.
- C. Incorporation of revisions to final amendments as adopted by the Loudoun County Board of Supervisors.
- D. Digital, writeable copy containing properly formatted text and all graphic illustrations, in Microsoft Word format, contained in the amended sections of the ordinance. The copy will also be suitable for HTML format and PDF format for posting on the internet.
- E. Media (CDs or DVDs) containing the final amendments and all background materials produced, (including the Zoning Discovery Report, Annotated Outline), all images in JPEG format exported at print quality resolution (300 dpi) (including illustrations, photographs, and video), and maps as PDF exports, as well as ArcGIS MXDs with associated GIS data (shapefile or geodatabase) and metadata produced during the project. The CDs/DVDs shall be suitable for reproduction and distribution by the County.

## **6.0 CONTRACT TERMS AND CONDITIONS**

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

or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non negotiable.

6.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director of Planning or his/her authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director of Planning or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Consultant.

6.2 Contract Period

The Contract shall cover the period from contract award through project completion including presentation and acceptance of the final amendments to the Revised 1993 Zoning Ordinance.

6.3 Delays

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

6.4 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.

6.5 Business, Professional and Occupational License Requirement

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

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL

Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.6 Payment of Taxes

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

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

6.7 Insurance

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

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

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

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

1. Workers' Compensation:  
Coverage A: Statutory  
Coverage B: \$100,000
  
2. General Liability:  
Per Occurrence: \$1,000,000  
Personal/Advertising Injury: \$1,000,000  
General Aggregate: \$2,000,000  
Products/Completed Operations: \$2,000,000  
Fire Damage Legal Liability: \$100,000

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

3. Automobile Liability:  
Combined Single Limit: \$1,000,000
  
4. Professional Liability:  
Per Occurrence: \$1,000,000  
General Aggregate: \$1,000,000

D. The following provisions shall be agreed to by the Consultant:

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

2. Liability Insurance "Claims Made" basis:

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

- a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or
  - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
  - a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.

- c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest.)
- 7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 6.7.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.8 Hold Harmless Clause

The Consultant shall, indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, and suits of any nature (specifically including reasonable attorney's fees and defense costs of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable standard of care by the Consultant and or its subconsultants. The Consultant agrees that this clause shall include claims involving infringement



of patent or copyright. This section shall survive the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

6.9 Safety

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

6.10 Notice of Required Disability Legislation Compliance\*

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

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

6.11 Ethics in Public Contracting \*

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

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

6.12 Employment Discrimination by Consultants Prohibited \*

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

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

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

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

6.13 Drug-free Workplace\*

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

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on 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 subconsultant or vendor.

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

6.14 Faith-Based Organizations\*

Loudoun County does not discriminate against faith-based organizations.

6.15 Immigration Reform and Control Act of 1986\*

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

6.16 Workmanship and Inspection

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

6.17 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 those employees work for the Consultant, either as employees or subconsultants, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County in its reasonable discretion.

6.18 Exemption from Taxes\*

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

6.19 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.

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

shall be based on completion of tasks or deliverables for the period of time being billed and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia

Department of Planning

Attn: Jennifer Grimmell

1 Harrison Street, S.E. MSC 62

Leesburg, VA 20175

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

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

#### 6.20 Payments to Subconsultants \*

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

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

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

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

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

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

#### 6.21 Assignment of Contract\*

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

## 6.22 Termination

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

### A. Termination for Convenience

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

### B. Termination for Cause

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

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

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

## 6.23 Contractual Disputes\*

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

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

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

## 6.24 Severability\*

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

6.25 Applicable Laws/Forum Contract\*

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

6.26 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:**

**TO COUNTY:**

Philip Butterfass  
Loudoun County Procurement  
1 Harrison Street, SE, MSC #41C  
Leesburg, VA 20175

6.27 Authority to Transact Business in Virginia\*

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

6.28 Licensure

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

6.29 Confidentiality

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

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

The 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 Contract termination.

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

#### 6.30 Counterparts

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

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

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

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors shall include with their proposal, a statement on the following:

- 7.1 Experience of the Consultant or Consultant team as indicated by prior successful completion of similar projects, including projects in communities and corridors with a scale similar to the Route 28 Corridor (approximately 8,000 acres in size). Relevant experience of the key individuals who will be assigned to this project. (25 points)

- 7.2 Cost of services. (20 points)
- 7.3 Proposed project approach and methodology to meet the project objectives/scope of services and an understanding of the project and project issues. (25 points)
- 7.4 Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget. (15 points)
- 7.5 Demonstrated ability to successfully resolve complex regulatory issues and considerations. (10 points)
- 7.6 Compliance with Contract Terms and Conditions. (5 points)

The PAG will collectively develop a composite preliminary rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number and quality of the proposals received.

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

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

## **8.0 PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

- 8.1 Experience of the Consultant or Consultant team as indicated by prior successful completion of similar projects, including projects in communities with populations similar in size to Loudoun County (est. population 225,000).
  - Provide a detailed narrative description (maximum of one (1) page per project) of at least three (3) projects of similar size and scope of services to those contained in this RFP within the past eight (8) years. Include in the narrative description any representative projects managed and staffed by the team of key individuals who will be assigned to this project. The narrative shall address the project approach, salient features, how the client's objectives were satisfied,



and whether the projects were brought to successful completion within the constraints of time and budget. Include sample plans and ordinances, project costs, and owner's contact information.

- Provide a list of any other previous projects similar to the project described in the scope of services contained in this RFP to include a brief description, scope, project costs, and owner's contact information.
- Indicate the other major project commitments (current and projected) of the team members involved, the anticipated completion dates for current projects, and the anticipated start to finish dates for projected projects.
- Provide at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of 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.
- Provide a list of awards and letters of commendation received  
Relevant experience of the key individuals who will be assigned to this project.
- List the personnel to be assigned to this project and their related experience. Specifically identify the Project Manager and senior level staff to be assigned to the project, as well as any sub-consultants and their role on the project, their titles, experience, and period of service with the team. If using sub-consultants, describe projects of similar scope that all team members have worked on together in the past and the team's overall management approach.
- Indicate the percentage of time key staff will be spending on this project versus other projects.

#### 8.2 Cost of Services.

- Provide a detailed cost breakdown by task, including number of hours and percentages by each staff, including key personnel. Include the respective hours, tasks, and percentages of sub-consultant's involvement in each phase of work.

#### 8.3 Proposed project approach and methodology to meet the project objectives/scope of services and an understanding of the project and project issues.

- Describe in detail your understanding of the project and your overall ability to meet/exceed the scope of services contained herein.

- Demonstrate familiarity with Loudoun County policy, regulatory and other requirements and with the Virginia State Code.
- Provide a summary of the overall approach and strategies intended to complete the necessary tasks and deliverables included in this contract.
- Provide a detailed scope of work including activities, tasks, deliverables and duration (schedule). The tasks and deliverables contained within this RFP are required and must be contained with this schedule of work.
- It is expected that the project contract period for the completion of all scope of services tasks and deliverables shall be approximately 16 months. The Consultant shall provide a proposed project timeline that indicates the approximate schedule for completing each of the project tasks and deliverables described in the scope of services.
- Describe the method and frequency of communication and coordination with County Staff.

8.4 Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input.

- Describe the overall approach for stakeholder participation and public input taken on projects of similar scope of services contained in this RFP.
- Provide a narrative (maximum of one (1) page per project) of at least three (3) projects of similar scope of services to those contained in this RFP that describes the methods employed for stakeholder and broader public input. Include the number and diversity of people reached.

8.5 Demonstrated ability to successfully analyze, resolve, and propose complex regulatory issues and considerations.

- Include experience with completing similar projects related to the understanding of regulatory concepts and issues and drafting of regulations.
- Describe experience in preparing “hybrid” zoning codes that have a combination of form-based and conventional land use-based provisions.
- Describe experience in drafting incentive-based zoning regulations, including incentives to promote a sustainable built and natural environment.
- Describe experience in understanding, analyzing, resolving, and presenting complex regulatory issues through graphic illustrations, including 3-D Modeling.

8.6 Compliance with Contract Terms and Conditions.

- Specifically state your firm's compliance with the Contract Terms and Conditions as stated in Section 6.0.
- Specifically list any deviations and justification for each.

## 9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 9.1 Submission of Proposals

Before submitting a proposal, read the entire solicitation, including the Contract Terms and Conditions. Failure to read any part shall not relieve the offeror of its contractual obligations. The proposal container shall be sealed and must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed to One Harrison Street, SE, 4th Floor, P.O. Box 7000, MSC #41C, Leesburg, Virginia 20177-7000 or hand delivered to One Harrison Street, SE, 4<sup>th</sup> Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

### 9.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. 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 Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing by way of Addendum provided, however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of the offeror to ensure that it has received all Addendums prior to submitting a proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

### 9.3 Inspection of Relevant Documents

It is strongly recommended that all offerors inspect all relevant documents to become completely familiar with the existing conditions. The Route 28 Corridor Plan and other background material used in the Plan amendment process can be viewed at [www.loudoun.gov/route28](http://www.loudoun.gov/route28). Failure to comply with this requirement will not relieve the successful offeror of his obligation to carry out the scope of the resulting Contract.

### 9.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of**

**this section prior to or upon submission of the data or other materials to be protected, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

9.5 Completion

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded.

9.6 Work Plan

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

9.7 Firm Pricing for County Acceptance

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

9.8 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.9 Authority to Bind Firm in Contract

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

9.10 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
- C. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal (i.e., qq-01688, Route28 Corridor Plan Zoning Implementation).
- D. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on December 2<sup>nd</sup>, 2011. An atomic clock is located in the Division of Procurement and can also be verify 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.
- E. Each firm shall submit one original and six (6) copies of their technical proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

9.11 Withdrawal of Proposals

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

9.12 County Furnished Support/Items

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

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

9.13 Subconsultants

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

9.14 Late Proposals

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

9.15 Rights of County

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

9.16 Prohibition as Subconsultants

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

9.17 Proposed Changes to Scope of Services

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

9.18 Notice of Award

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

9.19 Protest

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

## 9.20 Miscellaneous Requirements

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

## 9.21 Debarment

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

## 9.22 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 Purchasing Agent. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

## 9.23 Cooperative Procurement

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

9.25 W-9 Form Required

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

9.24 Insurance Coverage

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





Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4th Floor  
P.O. Box 7000  
Leesburg, Virginia 20177-7000

**10.0 ROUTE 28 CORRIDOR PLAN ZONING IMPLEMENTATION**

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

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

\_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agrees to provide the requested services as defined in Request for Proposal No. QQ-01688 for the price as stated in the price proposal.

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

- 1. W-9 Form: \_\_\_\_\_
- 2. Certificate of Insurance: \_\_\_\_\_
- 3. References (on County form): \_\_\_\_\_
- 4. Minimum Qualification Documentation: \_\_\_\_\_
- 5. Addenda, if any (Informality): \_\_\_\_\_

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.

ITEM: INCLUDED: (X)

- 6. Addenda, if any: \_\_\_\_\_
- 7. Payment Terms: \_\_\_\_\_ net 30 or \_\_\_\_\_ Other
- 8. F.O.B. Destination-Freight Prepaid and Included: \_\_\_\_\_
- 9. Delivery Within: \_\_\_\_\_ Days ARO
- 10. Proof of Authority to Transact Business in Virginia Form: \_\_\_\_\_
- 11. Bid Bond: \_\_\_\_\_

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

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

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

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

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

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



## Loudoun County, Virginia

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

Department of Management and Financial Services

Division of Procurement

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

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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.

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

QQ-01688

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

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

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

QQ-01688

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

How did we do?

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

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

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

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

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

**COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!  
We can better assess our service to *you* through feedback from *you*.

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

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

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

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

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

RFP Route 28 Corridor Plan Zoning Implementation QQ- 01688

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

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

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

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

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

**OFFEROR'S AUTHORIZATION FOR PARTICIPATION:**

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

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

This form must be completed and returned with proposal.

Revised 6/2006