



Loudoun County, Virginia

REQUEST FOR PROPOSAL

**ANALYSIS OF POTENTIAL CONVERSION FROM SHERIFF'S
OFFICE TO POLICE DEPARTMENT**

ACCEPTANCE DATE: Prior to 4:00 p.m., November 20, 2020 "Atomic" Time

RFP NUMBER: RFQ 333786

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
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Leesburg, Virginia 20175

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

Issue Date: October 26, 2020

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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OFFICE TO POLICE DEPARTMENT**

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Prepared By: s/Cheryl L. Middleton, CPPB Date: 10/26/2020
Assistant Director/Purchasing Agent

ANALYSIS OF POTENTIAL CONVERSION FROM SHERIFF'S OFFICE TO POLICE DEPARTMENT

1.0 PURPOSE

The intent of this Request for Proposal is to obtain proposals from qualified consulting firms to provide a detailed, impartial analysis of the potential formation of a Police Department for the County of Loudoun, Virginia ("County"). It is anticipated that in providing the required detailed analysis, the awarded firm will present written progress reports and a final written report that will address formative, organizational, operational, and governance issues to include a holistic approach to delivering law enforcement services in a community such as Loudoun County. The analysis shall be completed and presented to the Loudoun County Board of Supervisors ("Board") no later than April 20, 2021 or at a later date as extended by the Board. The County intends to award a contract to one consulting firm to complete this analysis.

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

3.1 Loudoun County, Virginia

Loudoun County is located 25 miles west of Washington, DC, in the Washington Metropolitan Area and provides a mix of suburban and rural living to its residents. Loudoun County is known for its beautiful scenery, rich history, comfortable neighborhoods, and high-quality public services. Loudoun County is a growing, dynamic county of approximately 385,000 people with a land area of 520 square miles. The County's mission is to conscientiously serve the community and its citizens in a dynamic world; to protect and enhance the general health, safety, and well-being; to attract and nurture talented people in a work environment that will inspire them to serve the public with integrity, creativity, high standards, and respect; to make the most of its resources; to create, foster, and maintain the best possible quality of life; and to invest in tomorrow.

3.2 Form of Government

The County uses the "traditional" form of government, which provides for an elected Board of Supervisors, a County Administrator appointed by the Board, and the election of all five Constitutional Officers required by the

Constitution of Virginia, including the Sheriff. The traditional form of government was established under the Reconstruction Constitution of 1870. Under the traditional form of government, the Board of Supervisors has the powers and responsibilities conferred by general law. Boards of supervisors operating under one of the optional forms of government have the additional powers and responsibilities specified for that optional form of government.

The Sheriff's Office provides all law enforcement services, including investigating crimes, pursuing offenders and making arrests. The Sheriff also maintains the local jail, manages other local corrections programs and transports criminal defendants to and from corrections' facilities. The Sheriff provides courthouse security, serves legal papers, summons jurors and witnesses, and executes court judgments. The Sheriff is assisted by deputy sheriffs who are appointed by the principal officer.

A voter referendum is required to adopt one of the optional forms of government available under the Code of Virginia. In accordance with Virginia Code Section 15.2-301, the referendum may be initiated by board resolution OR a petition may be signed by at least ten percent (10%) of the voters of the County asking that a referendum be held on the question of adopting one of the forms of government. However, if conversion to one of the optional forms of government results in the elimination of a Constitutional Officer position, then a petition signed by at least twenty percent (20%) of total votes cast in the County's last presidential election is required. (Virginia Code Section 24.2-685) Furthermore, if the referendum passes, then the General Assembly must act to approve the elimination of the Constitutional Officer position.

The specific optional form of government to be adopted must be specified in the resolution or petition. Should the referendum be approved by the voters, the members of the governing body would be elected at the next succeeding November general election; their terms and the new form of government would commence on January 1 following the election. To illustrate, if the referendum were held in November 2020 and voters approved a change in the County's form of government, a new Board would be elected in November 2021 and those Board members would begin their terms on January 1, 2022.

3.3 Board Meeting Actions

At the July 21, 2020 Board Business Meeting, staff presented an item regarding options on forms of county government in Virginia and the potential establishment of a police department.¹

The Board voted to direct staff to study changing the County form of government, develop a list of governing and law enforcement options for the Board's consideration, specifically including the establishment of a County Police Department in all options, and submit a report to the Board of Supervisors. The Board further moved that the County Administrator be authorized to enter into contracts with qualified consultants to augment staff reports.²

3.4 County Staff Analysis

As a result of the Board direction, a multi-department team of County staff will be formed to evaluate the various forms of government currently allowed in the Commonwealth and will provide an analysis of the operational impact on the current organizational structure and service delivery model of the County Government. This analysis will include an identification of potential cost implications associated with a change in the form of government based on a comparison to the cost of existing activities under the current operational structure. This staff analysis combined with the analysis provided by the awarded firm will be presented to the Board for consideration in April 2021 or at a later date as extended by the Board. The Contractor will be informed of the specific form of government options that are under consideration in order to address the Board's July 2020 direction.

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¹ July 21, 2020 Item 05: Options for Changing Form of Government and Establishing a Police Department
<https://lportal.loudoun.gov/LFPortalInternet/0/edoc/429933/Item%2005%20Options%20for%20Changing%20Form%20of%20Government%20and%20Establishing%20a%20Police%20Department.pdf>

² July 21, 2020 Item 05 Copy Teste:
<https://lportal.loudoun.gov/LFPortalInternet/0/edoc/432107/Item%2005%20Options%20for%20Changing%20Form%20of%20Government%20and%20Establishing%20a%20Police%20Department.pdf>

4.0 PROPOSED SCHEDULE

These dates are estimates and subject to change by the County.

<u>EVENT</u>	<u>DATE</u>
• RFP Issuance	October 26, 2020
• Contractor Questions Due Date	November 6, 2020
• Addendum Issuance	November 13, 2020
• Proposal Due	November 20, 2020
• Notify Short-Listed Firms	December 4, 2020
• Interview Short-Listed-Firms	December 11, 2020
• Best and Final Offers	December 18, 2020
• Contractor Selection / Commence Contract Negotiations	December 22, 2020
• Contract Award / Contractor Notice To Proceed	January 18, 2021
• Final Report to be delivered date as extended by the Board.	April 20, 2021 or at a later date as extended by the Board.

5.0 OFFEROR'S MINIMUM QUALIFICATIONS

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

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

Offerors shall provide, at a minimum, three (3) comparable references of similar consulting efforts. Similar consulting efforts may include, but are not limited to, form of government consulting, public safety/law enforcement consulting services, and related high profile strategic matters. The consulting engagements should be for local public bodies of similar size and structure and shall demonstrate a proven record of providing valid recommendations. The references shall include client name, person to contact, address, telephone number, e-mail address, a brief description of the work performed, the length of the engagement and contract cost. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

6.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

6.1 Specific Tasks:

The Contractor shall provide a detailed, impartial analysis of the potential formation of a Police Department to include the following tasks, at a minimum:

Task 1- Analysis and Recommendation

Provide a recommendation based on best practices for delivering law enforcement services for a community with the County's population and demographics. Special consideration should be given to governance and how the current trends and conditions that impact law enforcement and its relationship with the community are best led and managed. This effort is to be based on a comparative analysis of the formation of a police department for primary law enforcement services versus the continued law enforcement role of the Sheriff's Office. The Contractor is expected to conduct stakeholder interviews with the Board and others as part of this task as further explained in the Interview and Participation of Key Stakeholders section below. Also see sub-tasks listed below for further scope items related to best practice recommendations.

Task 2- Cost Analysis

Provide a comparative analysis of the budget impacts of forming and operating a Police Department. Issues for consideration and analysis include budget impacts due to reduced revenue from the State Compensation Board which is partially offset by new funding from the Commonwealth for police departments; the budget impact of assuming liability insurance coverage from the State's Division of Risk Management; the cost of uniforms, vehicles, facility needs resulting from forming a Police Department (e.g. additional space needs, required alterations etc.) and other cost implications that would arise with the formation of a Police Department, although offsets should be applied against replacement and renewal costs not incurred (a certain number of new uniforms, vehicles, and other course of business expenditures occurs every year in the Sheriff's Office and these expenditures are avoided due to a smaller operation). The analysis of budget impacts shall separate one-time and recurring expenditures and be provided in a present value format using the County's FY 2021 Adopted Budget as a basis for revenues and expenditures.

Task 3- Additional Analysis and Recommendations on Operational Issues

Based on the recommendation(s) provided in Task 1, it is anticipated that operational issues will need to be reviewed, analyzed and factually reported in order to address questions that the Board of Supervisors, the Community, and the existing Sheriff's Office workforce will have if the formation of a police department proceeds to a referendum. Tasks 3A and 3B identify an approach for a phased review of these matters. See subtask discussion below in Section 5.4 for scope requirements related to operational analysis and recommendations.

Task 3A – Initial Transitional Operational Issues

The Contractor shall provide analysis and recommendations with supporting factual data on recommended operational changes that the Board will be asked to consider should the formation question proceed to referendum. The purpose of this analysis on operational changes is to inform the Community and the Sheriff's Office workforce as to what should be expected should the formation question be approved by referendum. Practically, it is anticipated that the Sheriff's Office would continue to operate in a business as usual format for the time approaching the referendum and beyond up until the beginning of 2024 depending on the outcome of the referendum and the enactment of legislation by the General Assembly. Explaining the impact of recommended yet anticipated operational changes in the time period before the results of the referendum are known will be helpful to the existing workforce and for the community to develop the factual basis for voter choice. This task would also include a recommended approach for initial organizational change management.

Subtask 3B –Operational Implementation Plan

The Contractor shall provide a recommended implementation plan with supporting factual data that the Board will be asked to consider. As with Subtask 3A, the purpose of this plan is to provide the community and the Sheriff's Office workforce with a path forward should the formation question be approved by the voters and legislation be enacted by the General Assembly. This task would also include a recommended approach for deploying organizational change management on a timeline consistent with the formation of a police department. It is anticipated that Subtask 3B could include a consolidation of Contractor recommendations for additional and ongoing analysis to be completed prior to the County FY 2024 Budget Development Process in order to support a January 1, 2024 operational and staffing level for a newly formed Police Department.

6.2 Interview and Participation of Key Stakeholders

The Contractor shall conduct interviews of key stakeholders including the Board, the County Administrator, the County Attorney, the Commonwealth's Attorney, the Sheriff and his management team, and other relevant stakeholders, departments, and agencies deemed appropriate by the Contractor. Additionally, the Contractor team will have full access to County reference material.

6.3 Timeline

The results of this study, except as specifically qualified by separate reference, will need to be presented to the Board of Supervisors in April 2021 or at a later date as extended by the Board. Given that timeframe, a draft report shall be made available for staff review by no later than the second week in March 2021. Progress reports will be requested on regular intervals. Other timeframes that may influence the project, are the timeframes associated with the process to form a Police Department and the sequence of events that could commence with a Board potential request as late as July 2021 to petition the Circuit Court to place a referendum question on the ballot for November of 2021 and, subject to subsequent enactment of legislation by the General Assembly, a Police Department could potentially be operational as soon as January of 2024. The process and sequence of events necessary to select and implement an alternative form of government based on the options established elsewhere in this document, should also be noted for informational purposes.

6.4 Subtask Scope Items Related to Best Practice Recommendation and Organizational and Operational Analysis

As noted above, the Contractor shall provide a recommendation based on best practices for delivering law enforcement services for the Loudoun County community. This analysis should include an analysis on the existing governance structure where the Board authorizes the resources and funding for law enforcement services in the community but does not have formal decision-making authority regarding the law enforcement function. The best practices analyzed and presented should include options for the Board and the Sheriff to consider that would improve the direct influence of the Board, as the elected representatives of the community, with the Sheriff and law enforcement operations. Formal modifications of the relationship, could also address the concerns that form the impetus for this analysis. This should be compared to the advantages and disadvantages to the Board and the community of having the Board responsible for authorizing resources and funding for law enforcement services and formal decision-making authority for the law enforcement function.

For the above tasks that require analysis and recommendations, including initial and long-term operational issues, the Contractor shall utilize a framework for evaluating the following metrics, at a minimum this framework will need to address:

- Evaluating current staffing utilization patterns by season, day of week, hour of day
- Assessing and measuring the effectiveness of current staffing and identifying gaps in service and utilization
- Examining calls for service to understand supply and demand for law enforcement services by season, day of week, hour of day
- Evaluating deployment patterns by season, day of week, hour of day
- Assessing current shift schedules/length and how they impact utilization and deployment
- Evaluating and analyzing the number of deputies assigned to patrol versus non-patrol functions
- Examining current deployment and workload strategies
- Developing comprehensive strategies to improve efficiency and effectiveness that rely on actual levels of demand for police services and supply of police resources including but not limited to staff utilization, calls for service, workload, deployment, shift length
- Projecting costs associated with new strategies in addition to the cost comparison analysis in CT#2

6.5 Benchmarking

The Contractor shall utilize benchmarking throughout the analysis to cross reference the operational practices and cost structure of the current and future policing needs. The Contractor will analyze against comparable agencies and counties of similar size and need of the County.

The framework will also need to address an evaluation of the vehicle fleet used by the Sheriff's Office, for all related activities including transporting arrestees and inmates, and other stated or observed uses.

The framework shall also address any actions of the General Assembly taken in the special session scheduled for August of 2020 and the results of the 2021 Legislative Session with respect to new legislation addressing Criminal Justice Reform topics that would impact local law enforcement activities.

6.6 Deliverables

The Contractor shall provide the following deliverables:

- A monthly report outlining progress to date, risks and issues for discussion.
- A presentation outlining the key findings of the analysis for each Task and Subtask outlined above
- A final report delivered in June 2021 that provides a detailed and executive view of the analysis described above
- A final presentation of deliverables to the Board regarding the findings.
- Updates to the report based upon feedback from the Board.

6.7 Meetings

Meetings with County staff representatives, and others will be included as needed. This will include monthly progress meetings with County Administration and others that need to participate as well as the onsite presentation with the Board. On-site presentation to the Board will most likely be an evening/night meeting to be conducted beyond normal business hours.

7.0 **TERMS AND CONDITIONS**

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

7.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of Deputy County Administrator or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than Deputy County Administrator or his 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 Contractor.

7.2 Term

The Contract shall cover the period from Notice of Award through final acceptance of the report by the Board, or an equivalent period depending upon date of Contract award.

7.3 Delays and Delivery Failures

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

reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

7.4 Business, Professional, and Occupational License Requirement

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

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.

7.5 Payment of Taxes

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

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

7.6 Insurance

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

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

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The

General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile 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: aggregate	\$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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D. The following provisions shall be agreed to by the Contractor:

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

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

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

an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

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

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

7.7 Hold Harmless

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

7.8 Safety

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

7.9 Notice of Required Disability Legislation Compliance *

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

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

7.10 Ethics in Public Contracting *

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

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

7.11 Employment Discrimination by Contractors Prohibited *

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

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

operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

7.12 Drug-free Workplace *

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

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

For the 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 Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

7.13 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

7.14 Immigration Reform and Control Act of 1986 *

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

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

7.15 Substitutions

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

7.16 Workmanship and Inspection

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

No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

7.17 Exemption from Taxes *

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

7.18 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order.

Contractor shall submit invoices 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 and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Office of the County Administrator
PO Box 7000
Leesburg, Virginia 20177

Upon receipt of invoice and acceptance of the service/deliverable, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

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

7.19 Payments to Subcontractors *

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

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

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

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

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

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

7.20 Assignment *

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

7.21 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

7.22 Contractual Disputes *

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

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

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, 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 or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

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

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

7.23 Severability *

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

7.24 Governing Law/Forum *

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

7.25 Notices

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

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Cheryl Middleton, CPPB
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 20177

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

7.26 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 Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

7.27 Authority to Transact Business in Virginia *

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

7.28 No Smoking

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

7.29 Confidentiality

A. Contractor Confidentiality

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

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

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

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

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

B. County Confidentiality

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

7.30 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.

7.31 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist

activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

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

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

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

7.32 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.

7.33 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.

8.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

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

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

- A. Credentials and related experience of firm and key personnel as it relates to government consulting and analysis. (30 points)
- B. Demonstrated understanding, project approach and demonstrated ability to meet or exceed the Scope of Services within the time needed. (30 points)
- C. Compliance with Terms and Conditions (10 points)
- D. Overall quality and completeness of proposal (and interview, if shortlisted) (5 points)
- E. Cost of Services (25 points)

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

9.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific items listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected. All pages shall be numbered for ease of reference.

9.1 Proposal Format

- Cover Letter
- Section 1: Minimum Qualifications
- Section 2: Experience, Qualifications, and Financial Stability
- Section 3: Project Understanding, Project Approach, and Project Schedule
- Section 4: Table of Exceptions
- Section 5: Cost and Pricing Information
- Section 6 Proprietary Information
- Section 7: Proposal Submission Form and Other Forms to be Completed
- Appendix

9.2 Cover Letter

Include the following in the cover letter:

- A. Commitment to provide the required services.
- B. Name and signature of the Offeror's representative authorized to negotiate any aspect of the proposal with the County.
- C. Statements that the Offeror has avoided documented or perceived conflicts of interest in violation of applicable federal, state and local laws.
- D. Disclosure of any campaign contributions to either the Sheriff or any Board member by either the firm or key personnel.
- E. Statement that the Offeror has read and understands all information contained in the RFP and any addenda (if applicable).

9.3 Section 1: Minimum Qualifications

See Section 5.0 for submission requirements.

9.4 Section 2: Experience and Qualifications of Firm and Key Personnel

- A. Provide an overview of your firm including brief company history, length of time in business providing the specific services required in this RFP, size, and organizational structure.
- B. Have any of the firm's principals ever been convicted of felony violations of federal, state and/or local laws?
- C. List and briefly describe all legal actions (current or pending) over the past three-years in which your firm (or any team member) has been: 1) a debtor in bankruptcy; 2) a defendant in a lawsuit for deficient performance; 3) a defendant in a criminal action; 4) a respondent in an administrative action for deficient performance.
- D. State whether you have had any contract or agreement that has been involuntarily terminated for cause. If applicable, provide the reason for the termination.
- E. State if your firm has been debarred. If applicable, provide the reason for the debarment.
- F. Has the firm or any of the firms' principals ever filed for bankruptcy?
- G. Has your firm ever had a prior contractual relationship with Loudoun County or the Sheriff's Office? If yes, provide information on the relationship.
- H. Include an organizational chart that includes individual positions for staff to be assigned as a result of this RFP, including a project manager/lead. The organization chart should also list any subcontractors to be used.
- I. Provide resumes only for those key personnel that will be directly performing the work and a brief description of their experience as it relates to the Scope of Work. Each resume should include years of

experience in government consulting as well as highlight any specific experience with engagements similar to that included in this RFP.

- J. Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications and information on what services will be performed by the subcontractors. Additionally, provide information on previous contractual engagements with the subcontractors. The County reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of 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.
- K. Describe your firm's experience in providing similar analysis of public safety agencies and organizational analysis at the local public body level.
- L. Provide copies of completed reports/analysis from engagements similar in nature to this RFP.
- M. Describe your firm's experience in working with elected officials and constitutional officers. (This should also include the specific experience of the key personnel to be assigned.)
- N. Describe your firm's experience in working on similar high profile engagements.

9.5 . Section 3: Project Understanding, Project Approach, and Project Schedule

A. Project Understanding and Approach

The Offeror shall detail their understanding of the contract, scope, technical requirements and the proposed approach used to successfully fulfill this Contract. The Offeror shall provide at a minimum the following information:

1. Narrative response describing the Offeror's ability to meet and exceed the requirements contained in the RFP.
2. Describe your firm's understanding of the engagement and your firm's approach to providing a detailed analysis that addresses

formative, organizational, operational, and governance issues to include a holistic approach to implementing best practices for law enforcement in a community such as Loudoun County.

3. Provide a detailed project schedule showing all tasks to be performed and being completed within the timeframes noted in the RFP.

9.6 Section 4: List of Exceptions

Offeror must state whether their proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services and Terms and Conditions (as stated in Section 7.0 of the RFP), or other RFP requirements including all exhibits, forms, appendices, and addenda. The exception list will be in table form and will identify the page, section number, provision, and the specific exception, non-conformance, and/or substitute language proposed, and the justification for the exception. Failure to identify specific items of non-compliance will result in the County assuming the Offeror is compliant. Changes to the Scope of Services or Terms and Conditions may not be considered or negotiated if not submitted as part of the Offeror's proposal. The County, at its sole discretion, may modify or reject any exception or proposed change.

9.7 Section 5: Cost and Pricing Information

Offerors shall provide a firm fixed price cost proposal to include all tasks, deliverables and expenses. The cost proposal should be broken down by task and deliverable and clearly align with the Offeror's project plan and proposed schedule.

In the event additional services are needed beyond the original scope, Offerors should include hourly rates

9.8 Section 6: Proprietary Information

All proposals submitted in response to this RFP are subject to the Virginia Freedom of Information Act (FOIA). Place all proprietary and confidential information in this section. Failure to comply will result in the materials being released to vendors or the public as provided for under FOIA. Offerors shall also provide a fully redacted copy of its proposal on a CD or flash drive to be utilized for purposes of disclosure under FOIA. See Section 10.5 of this RFP for additional information and submission requirements. In this section, Offerors should provide a written statement that includes the following: "I, undersigned, hereby acknowledge that failure to mark information proprietary and confidential in accordance with Section 10.5 of the RFP may result in the disclosure of the contents of my firm's proposal

under FOIA. “ This statement should be accompanied with a signature of the person authorized to bind the firm.

9.9 Section 7: Proposal Submission Form and Other Forms to be Completed

Include the following forms in this section:

- Proposal Submission Form
- Proof of Authority to Transact Business
- How did you Hear?
- W-9
- Sample Certificate of Insurance

9.10 Appendix

Offerors shall include any additional documents it wishes to be considered under this section.

10.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

10.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the 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 in the format required. 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 offeror 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 cover of this RFP. The time can be verified by visiting <https://time.gov/> and selecting Eastern Time. 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 or using a private carrier 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. *Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of proposals.* Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered.
- G. Proposals must be submitted via one of the following options:

US Mail to:
County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered to:
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., **1st Floor, Procurement Bids and Proposals Drop Box**
Leesburg, Virginia 20175.

or

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

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

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

- H. Each firm shall submit one (1) original, four (4) copies and *one electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

10.2 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. November 6, 2020*. 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.

10.3 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.

10.4 Unit Price

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

10.5 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.

10.6 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 will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

10.7 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.

10.8 Late Proposals

LATE proposals will not be considered and will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

10.9 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.

10.10 Prohibition as Subcontractors

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

10.11 Miscellaneous Requirements

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

- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

10.12 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

10.13 Protest

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

10.14 Debarment

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

10.15 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>.

10.16 Cooperative Procurement

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

10.17 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>.

10.18 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.

10.19 Legal Action

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

10.20 Certification by Contractor as to Felony Convictions

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



Loudoun County, Virginia

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

**10.0 ANALYSIS OF POTENTIAL CONVERSION FROM SHERIFF'S
OFFICE TO POLICE DEPARTMENT
PROPOSAL SUBMISSION FORMS**

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. QQ-01xxx for the price as stated in the price proposal.

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

ITEM: INCLUDED: (X)

1. Addenda, if any (Informality): _____

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 (10.2).

ITEM: INCLUDED: (X)

1. Addenda, if any: _____
2. Payment Terms: _____ net 30 or _____ Other
3. Response to Section 9.0 _____
4. One (1) original, four (4) copies and 1 flash drive _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

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

Signature: _____ Date: _____

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



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver):

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

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 333786

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 333786

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



MAPT Cooperative Rider Clause

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

Format

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

1. Terms

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

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

2. Other Conditions - Contract and Reporting

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

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

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

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

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

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