



Loudoun County, Virginia

REQUEST FOR PROPOSAL

ARCHITECTURAL DESIGN SERVICES FOR ALDIE FIRE STATION

ACCEPTANCE DATE: Prior to 4:00 p.m., November 19, 2009 "Local Verizon" time

RFP NUMBER: QQ-01536

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

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

Cheryl L. Middleton, CPPB
Assistant Purchasing Agent
(703) 737-8998
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E-mail address: Cheryl.Middleton@loudoun.gov

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

Issue Date: October 27, 2009

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
ARCHITECTURAL DESIGN SERVICES FOR
ALDIE FIRE STATION**

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Prepared By: Cheryl L. Middleton, CPPB ISI Date: October 27, 2009
Assistant Purchasing Agent

ARCHITECTURAL DESIGN SERVICES FOR ALDIE FIRE STATION

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain Architectural design services for a new fire station to be located on 18A Roundup Place, Aldie, Virginia, 20105. Civil design and civil engineering will be contracted separately and concurrently by the Loudoun County Department of Construction and Waste Management, and shall not be part of this RFP. No special exception is required for this project.

The Aldie Fire Station will be a new building, utilizing an existing floor plan prototype. Firms should expect to incorporate some minor design modifications during program confirmation with End Users. A full preliminary program is located in Appendix 1.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permit 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. The Purchasing Agent must receive such notification not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

This project provides for the construction of a 13,000-15,000 square foot Fire/Rescue (F/R) station at an appropriately zoned 7.36 acre site (PIN #361292145) in Western Loudoun to replace the Aldie Volunteer Fire/Rescue Station Company #7 (the "Station"). The new F/R station will include apparatus bays, bunk rooms, preparation/dining areas, laundry and decontamination areas, supply storage, a gear/hose drying area, a breathing apparatus air compressor room, training spaces, fitness room, offices, training/hose tower, repair shop, etc. The Station currently staffs an Engine, Tanker, Brush truck, and Ambulance 24 hours / 7 days a week and anticipates staffing a Heavy Rescue and a Battalion Chief once the new station opens.

The project is funded through general obligation bonds. Loudoun County voters approved bonds in November 2006 for the land acquisition expense, and in November 2007 for the design and construction costs.

4.0 OFFEROR MINIMUM QUALIFICATIONS (If applicable)

All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected. *This information shall be the **first** item presented in the proposal after the proposal response form. If missing, proposal will not be reviewed.* The following criteria shall be met in order to be eligible for this contract:

Any offeror wishing to submit a proposal and be considered for this solicitation must have successful experience in design, permitting and construction administration of similar local government projects. Offerors should provide examples of at least three (3) comparable projects with similar scope in design and construction within the past eight (8) years. Provide one copy of complete RFI and DCR logs for each project. Offerors must disclose their change order history on public projects for evaluation by the Proposal Analysis Group (PAG). Similar

projects, for the purposes of this RFP, include full design, permitting and construction administration for similar service type facilities and LEED certified buildings. Any projects completed or in design with Loudoun County must be included in this list. A reference list including Client/Company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed shall be included. 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.

5.0 SCOPE OF SERVICES

All offerors must be able to provide professional architectural and other specialty engineering services to design the Aldie Fire Station in Loudoun County, Virginia. Specialists may include structural, mechanical, plumbing and electrical engineers, LEED Accredited Professionals, audio-visual, estimating services, interior design, traffic, landscape, and acoustical consultants, and others as needed to fulfill the requirements of the project.

The Aldie Fire Station shall be designed with sustainable strategies and energy conservation methods, sustainable materials requiring low maintenance shall be utilized, including renewable energy sources. A minimum of LEED Silver Certification is required for this project.

The County requires extremely efficient buildings and building systems, and building energy performance for the Aldie FR project must exceed ENERGY STAR requirements, with a target of a sixty percent (60%) reduction in energy use, to be verified through LEED energy modeling.

The Pre-Design Program for the new station is included in Attachment 1 at the end of this RFP. A detailed scope of services will be provided to the top ranked firm following the short list and interview process. Refer to the Selection Procedures described in Section 6.0.

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

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

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will be comprised of members of the following departments:

Department of Fire, Rescue and Emergency Services
Department of Construction and Waste Management

6.2 Schedule

Proposals Due	11/19/2009
Shortlist Announcement	12/4/2009
Interviews	Week of 12/14/2009
Final Ranking Announcement	Week of 12/21/2009

Note: These dates are tentative and are subject to change.

6.3 Evaluation Process

The 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. Proven management skills and technical expertise** including specialized experience in the design of Fire & Rescue projects, ENERGY STAR rated and LEED certified projects. Demonstrated performance in providing well organized, accurate and fully coordinated construction documents; and projects delivered on time and within budget. Change order history for public projects will be evaluated in this category. **(20 points)**

Management Skills and Technical Expertise include as a minimum:

- List F/R Station design projects that have achieved or are planned to achieve LEED certification.
- List F/R projects and any other local government projects including description, scope, project cost, and owner's contact information.
- List all LEED certified projects that have been built or are in construction document phase.
- Information on delivery of projects on time and within budget. Provide design time (contract/actual); cost of construction (estimated/actual); problems encountered and solutions devised.
- Awards and letters of commendation received.

- B. Credentials of project team**, including: lead designer's and major subconsultant's portfolio of related projects; detailed history of the proposed team working together on past projects, in particular prior work on fire station projects. **(20 points)**

Include as a minimum:

- Identification of project manager and project team. This to be submitted as an organizational chart including subconsultants identifying roles, LEED and Professional credentials of all people listed on this chart. Individual resumes are also required for major team members. Identify clearly the roles each team member will have and their specific experience in that role.
- Project manager's resume and portfolio of related projects
- Lead designer's resume and portfolio of related projects
 - Philosophy and Design Intent: State his or her overall design philosophy, approach to the challenge of resolving complex design issues, and parameters that may apply specifically to this project.
 - Lead Designer Profile: Submit a biographical sketch, including education, professional experience, and recognition for design efforts. Identify and describe areas of responsibility for the Lead Designer.
 - Lead Designer Portfolio: Clearly identify all projects within the AE firm's submitted portfolio that were designed by the proposed project's lead designer. If lead designer is new to the firm, submit three (3) designs completed within the past eight (8) years attributed to the Lead Designer. A maximum one page narrative for each

project by lead designer must address the design challenges and resolutions for that project. Submit a maximum of three (3) pages of graphics.

- Subconsultant's portfolio of related projects
- List of previous projects with subconsultants including dates
- Resumes of subconsultant's staff who will be working on this project

C. Innovative and Sustainable Design (20 points)

Offerors shall submit fire station or similar projects that demonstrate the following:

- Innovative and unique design solutions
- Sustainable concepts and energy conservation methods
- Use of low maintenance, high performance materials and equipment
- List of all projects by Architect and subconsultants that employ renewable energies, geothermal HVAC systems and other alternative energy systems.
- List of all projects by Architect and subconsultants that have achieved LEED certification, are currently in design and those that are not LEED projects but apply sustainable strategies.
- Provide preliminary LEED scorecard for discussion, identifying potential building strategies.
- Logic and creativity of designs submitted

D. Understanding of task and requirements as depicted in this proposal. (15 points)

Include as a minimum:

- Task description
- Major elements of project
- Identification of appropriate sustainable concepts
- Work-flow diagram
- Discussion of salient events
- Provide a brief statement of key issues and challenges in designing F/R stations and LEED certified projects.
- Proposed design schedule inclusive of design review periods and estimated time for administration actions

E. Compliance with contractual terms (5 points)

Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.

F Capability for timely response (10 points)

- Identification of location and driving time to project site and to County offices at 211 Gibson St, Leesburg, VA 20176.
- Description of anticipated deliverables and decision making
- Description of process for answering RFI's and resolving critical issues during construction

- Availability of key staff. Describe current staff workload and the percentage of time available to work on this project.

G. Overall quality and completeness of proposal (10 points) and Overall quality of interview, if short listed.

Proposal and will be reviewed for:

- Double sided printing of all printed proposals
- Manageable, user friendly digital proposals
- Completeness of proposal, including all information requested herein
- Clarity and organization of proposal including page or section numbers
- Appearance of overall proposal
- Inclusion of similar Fire Rescue projects
- Inclusion of sustainable projects
- Inclusion of renewable energy projects
- Inclusion of LEED APs in Architect team and MEP engineer resumes

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

After the interviews and discussions are completed, the PAG will finalize the rankings and select a top ranked firm. The detailed scope of services will be provided only to the top ranked firm. Final negotiations for a binding estimate of cost will begin after the top ranked firm has reviewed the detailed scope. 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 offeror and negotiations will be conducted with the next-ranked offeror, and so on. The PAG will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the resulting contract award.

7.0 INSTRUCTIONS TO OFFERORS

7.1 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 successful offeror of its contractual obligations. The proposal container shall be sealed and 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. The Division of Procurement must receive proposals BEFORE the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to One Harrison Street, SE, 4th Floor, MSC #41C, Leesburg, Virginia 20175. *Faxed and e-mailed proposals will not be accepted.*

7.2 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 with an Addendum provided however, that all questions are received at least ten (15) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Addendum and Supplement to Request

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

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

7.5 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

7.6 Preparation and Submission of Proposals

A. All proposals shall be signed in ink by the offeror or authorized principals of the offeror.

- B. All proposals shall be submitted double-sided.
- C. All attachments to the Request for Proposal requiring execution by the offeror, except those related to cost or man-hours, are to be returned with the proposals.
- D. 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.
- E. The Division of Procurement must receive proposals not later than the time and date specified on the cover sheet of this RFP. Requests for extensions of this time and date will not be granted. Offerors mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Division of Procurement prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each offeror shall submit one (1) original and five (5) 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.

7.7 Withdrawal of Proposals

All proposals submitted should be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.8 County-Furnished Support/Items

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

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

7.9 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 the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County's approval.

7.10 Late Proposals

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

7.11 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.

7.12 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.

7.13 Deviations from 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 determine the responsiveness of any deviation.

7.14 Notice of Award

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

7.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.16 Miscellaneous Requirements

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

7.17 Debarment

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

7.18 Authority to Transact Business in Virginia

Any foreign corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority from or register with the State Corporation Commission (SCC), as required by Sections 13.1-757, 13.1-1051 and 50-73.138 of the Code of Virginia. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent Contractors may not require a certificate of authority. Bidders should consult the Code of Virginia for more information.

7.19 Form W-9 Required

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

7.20 Insurance Coverage

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

8.0 **CONTRACT TERMS AND CONDITIONS**

The Contract with the successful offeror will contain the following Contract Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror’s additional or alternate Contract terms may result in rejection of the proposal.**

8.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director, Department of Construction and Waste Management or his authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director, Department of Construction and Waste Management or his 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.

8.2 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 work. Default in promised completion (without accepted reasons) or failure to meet scope of services, authorizes the Division of Procurement to purchase services elsewhere and charge full increase in cost to the defaulting Consultant or deduct the costs from any balance owing the Consultant.

8.3 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to

other Open-End Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.

8.4 Material Safety Data Sheets

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

8.5 Business, Professional, and Occupational License Requirement

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

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

8.6 Payment of Taxes

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

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

8.7 Insurance

- A. The Consultant shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Consultant assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Consultant and all subconsultants shall, during the continuance of the work under the Contract, provide the following:
 - 1. Workers' Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - 2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the County, its officers, employees, and agents against any

and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.
4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

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

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$ 100,000

2. General Liability:

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

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

3. Automobile Liability:

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

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

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

1. No change, cancellation, or non-renewal shall be made in any insurance

coverage without a forty-five (45) day written notice to the County. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

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

- a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

- b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be 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 8.7.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

8.8 Hold Harmless 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 incurred with the defense of third party claims) incidental to or brought as a consequence of any

negligent act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract.

8.9 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.

8.10 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.

8.11 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 Conflict of Interests Act.

8.12 Employment Discrimination by Consultants Prohibited

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

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

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age,

disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

8.13 Drug-free Workplace

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

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

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

8.14 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

8.15 Immigration Reform and Control Act of 1986

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

8.16 Exemption from Taxes

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

8.17 Invoicing and Payment

The Consultant shall submit invoices, in duplicate, at the completion of tasks and submission of deliverables; such statement to include a detailed breakdown of all charges for that deliverable.

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

All invoices shall be forwarded to the following address:

Sandra M Hunter, AIA
Department of Construction and Waste Management
211 Gibson St, NW, Suite 123
MS #49
Leesburg, VA 20176

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

8.18 Payments to 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.

8.19 Substitutions

NO substitutions or cancellations shall be permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or subconsultant unless the County agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the County in its reasonable discretion.

8.20 Assignment of Contract

The Consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

8.21 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

8.22 Contractual Disputes

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

The 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.

8.23 Prime Consultant Responsibilities

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

8.24 Compliance with the County's General Conditions and Standard Division 1 Specifications for Construction

The Consultant shall read the County's General Conditions and Standard Division 1 Specifications and agree to comply with same, including but not limited to all review deadlines identified in those documents.

8.25 Ownership of Documents

Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of Loudoun County, and all such materials shall be returned to Loudoun County upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting Contract without the prior written consent of Loudoun County. However, the Consultant may retain file copies which cannot be used without prior written consent of Loudoun County. Loudoun County agrees that the Consultant shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

8.26 Submissions

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

8.27 Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.28 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.

8.29 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.

8.30 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 over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

**Sandy Hunter, AIA
Dept. of Construction
211 Gibson St, Suite 123
Leesburg, VA 20176**

8.30 Licensure

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

8.31 Certificate of Authority or Registration

The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission, if required, during the term of the Contract or any Contract renewal.

8.32 Counterparts

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



Loudoun County, Virginia

Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

ARCHITECTURAL DESIGN SERVICES FOR ALDIE FIRE STATION

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby proposes to provide the requested services as defined herein.

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

Item:	Included: (x)
1. Any and all Addenda.	_____
2. One (1) original and five (5) copies.	_____
3. W-9 Form	_____
4. Response to Section 6.0	_____
5. W-9 Form	_____
6. Certificate of Insurance	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name and title of person authorized to bind the Firm (7.5):

Name: _____ Title: _____

Signature: _____ Date: _____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01536

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

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

☐ Other _____

SERVICE RESPONSE CARD

QQ-01536

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 feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

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

Appendix 1- Aldie F/R Program

APPARATUS and SUPPORT	SQ. FT.	QTY	TOTAL
Apparatus Bay	1248	4	4992
Shop	600	1	600
Cascade	120	1	120
Gearlocker/UASI	400	1	400
Decon/ Gear Wash	200	1	200
EMS Supply	50	1	50
Training Tower	690	0	690
Ramps	120	2	240
TOTAL SQ. FT.	3728	10	7292

ADMINISTRATIVE AND TRAINING	SQ. FT	QTY	TOTAL
Lobby Area	90	1	90
Watch desk	410	1	410
Admin Supply Room	120	1	120
Station Commander Officer	140	1	140
Battalion Chief Office	160	1	160
Battalion Chief Bunk	100	1	100
Battalion Chief Bathroom	80	1	80
Training Room	325	1	325
ADA Public Bathroom	65	2	130
Study Room	64	2	128
Volunteer Administrative and Operation Area	400	1	400
TOTAL SQ. FT.	2104	13	2083

RESIDENTIAL AND LIVING AREA	SQ. FT	QTY	TOTAL
Bunk 2 person	120	5	600
Bunk 3 person	170	2	340
Employee Bathroom/Shower	60	4	240
ADA Employee Shower	100	1	100
Lockers (Qty. 50)	865	1	865
Kitchen/ Dining Room	675	1	675
Kitchen Storage	50	1	50
Vending/Recycling	50	1	50
Dayroom	675	1	675
Janitor's Closet	25	1	25
Laundry	120	1	120
Exercise	425	1	425
Elevator/Stairwell	100	1	100
TOTAL SQ. FT	3885	21	4265

OTHER SPACES	SQ. FT	QTY	TOTAL
Mechanical/Mezzanine	200	1	200
Electrical	50	1	50
Sprinkler	100	1	100
Communication	150	1	150
Storage Shed	400	1	400
TOTAL SQ. FT.	900	5	900

**APPROXIMATE TOTAL
PROGRAM SQ FT**

14,540