



Loudoun County, Virginia

REQUEST FOR PROPOSAL

EUROPEAN BUSINESS RECRUITMENT PROGRAM

ACCEPTANCE DATE: June 9, 2009, Prior to 4:00 p.m., "Local Verizon Time"

RFP NUMBER: QQ-01492

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

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

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

Issue Date: May 8, 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 .

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Attachment 1: Prior International Business Ambassador Pilot Project

Attachment 2: Study of Foreign Owned Firms

Attachment 3: Main-Taunus-Kreis (MTK)

Attachment 4: European Business Recruitment Program Compensation (US\$)

Prepared By: Donald R. Legg /S/, CPPO Date: 5/8/09
Purchasing Agent

EUROPEAN BUSINESS RECRUITMENT PROGRAM FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT

1.0 PURPOSE

The Loudoun County Department of Economic Development (the "Department") is seeking a highly qualified contractor to implement a European Business Recruitment Program (the "Program") for the County of Loudoun (the "County"), a local government located in Northern Virginia with an estimated population of 279,082. It is the County's intent to award an initial contract from date the contract is awarded through December 31, 2010, with three (3) one (1) year renewal options.

2.0 COMPETITION INTENDED

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

3.0 BACKGROUND INFORMATION

Loudoun County ("Loudoun") is part of the greater Washington D.C. metropolitan area (population 6.2 million). Loudoun County is the fifth fastest growing county in the United States, according to current U.S. Census data. The county comprises 517 square miles on the western edge of the Washington, DC metropolitan area, and is home to Washington Dulles International Airport, the only major airport with expansion capabilities east of the Mississippi River.

Loudoun has a diverse and growing business base of more than 9,000 entities, including technology driven firms such as Orbital Sciences Corporation, Telos, Verisign, NeuStar, AOL, Verizon Business, Rockwell Collins Simulation, and others. Eighty-five percent (85%) of the existing business base consists of small businesses with fewer than 25 employees.

Loudoun's foreign-owned business base consists of 50 known firms of which approximately ninety percent (90%) originate from Europe. The Loudoun-based facilities of the foreign-owned firms are the U.S. or North American headquarters or sales offices. Firms are in technology related industries such as financial processing, cargo and distribution, high-tech manufacturing (such as RFID cards), plastics and software.

Loudoun's diversity is also reflected in its housing and workforce options. To learn more visit: <http://biz.loudoun.gov>

A prior International Business Ambassador pilot project in Loudoun County demonstrated the potential for an international outreach program (Attachment 1). Previous activities included: a study of Loudoun-based foreign-owned firms (Attachment 2); establishment of a sister county partnership with the county of Main-Taunus-Kreis (located in greater Frankfurt), Germany (Attachment 3); a series

of visits with European decision makers and potential partners to introduce Loudoun County; visits to existing corporate world headquarters; and meetings with partners in the German market.

The Department is expanding its international business development efforts and is seeking a Contractor with a dedicated representative who has demonstrated business/sales experience, communication/strategy skills, and cultural/language abilities to lead the County of Loudoun's European Business Recruitment Program. The Contractor is expected to generate well-qualified prospects by identifying, recruiting, and closing projects, in order to increase the occupancy of commercial, flex, and/or industrial space of Loudoun's foreign-owned business base.

For the purpose of Loudoun's European Business Recruitment Program, a well-qualified prospect is one that has an interest in an east coast or Loudoun County, Virginia USA (greater Washington, D.C.) corporate location with a twenty-four (24) month timeline, the physical space requirements as identified above, and a demonstrated industry and strategic fit.¹

The selected Contractor will have a demonstrated track record of recruiting or expanding companies, preferably within the targeted clusters. The Contractor is expected to build a network of relationships that lead to businesses locating in Loudoun County. The Contractor will also interact with an existing network of relationships in the Frankfurt, Munich, Nurnberg and other southern Germany contacts (i.e., sister county community, chambers, Government relationships, etc.).

4.0 MINIMUM QUALIFICATIONS

Proposals will be selected for evaluation only from firms that certify (See Section 10.0 Proposal Submission Forms) the following criteria:

- A. European based contract representation.** Contractor designated representative must currently live and work within the western portion of Europe or must agree to do so upon contract award.
- B. Business & sales experience.** Contractor designated representative must demonstrate a minimum of two (2) years business development, sales, real estate, corporate expansion/acquisition or corporate executive experience.

¹ The fit of qualified corporate firms is illustrated by the strategic need and business model that requires one or more of: access to internet infrastructure (i.e., MAE-east); access to US federal agencies, its contractors and related research and development; access to scientific, technological, and engineering workforce talent; direct access to an expanding major international airport; and access to U.S. markets and/or real estate of a world capital city.

- C. Cultural & language ability.** Contractor designated representative must demonstrate “professional working” business language proficiency² (verbal and written) in English and German.
- D. Administrative capacity.** The Contractor designated representative must be able to perform the scope of services based on current or future self-maintained administrative capacity. (See Section 10 Proposal Submission Forms).

5.0 SCOPE OF SERVICES

The Contractor shall receive US\$75,000 annually (excluding incentive commission), payable in equal monthly installments as compensation for services hereunder. Such compensation includes all routine Contractor expenses. Exceptional expenses may be reimbursed if agreed to in advance by the County and if documentation is provided as required within approved guidelines. See Attachment 4 for a further description of routine and exceptional expenses. The total program compensation for the European Business Recruitment Program will not exceed US\$125,000 annually, including incentive fee. Exceptional reimbursements are negotiated and pre-approved, not to exceed US\$10,000.

In order for the Contractor to receive an annual incentive fee, the Contractor must deliver each year one or more businesses leasing or building 75,000 square feet (approximately 13,935 square meters) or more of facilities in Loudoun County, Virginia. The Contractor will be paid an incentive fee based upon the amount of square footage occupied. This includes office, flex, and/or industrial space. See Attachment 4 for incentive fee schedule.

Fee for Service	Incentive fee
US\$75,000 fixed	Up to US\$50,000
<i>Time based</i>	<i>Performance based</i>
- Recruit businesses - Host decision maker meetings - Gather market intelligence	Produce locates 75,000 to 430,000 square feet (est. 7,000 to 40,000 square meters)
Annual Contract maximum = US\$125,000	

As the European contract representative for the County of Loudoun, the selected offeror will represent the brand and image of the County of Loudoun. All work is expected to be professional, courteous, and responsive to County staff, leads, prospects, media, partners and other relevant contacts.

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

² Proficiency is based on the United States Foreign Service Institute Interagency Language Roundtable (ILR) scale with five language levels of elementary, limited working knowledge, professional working, full professional and native/bilingual proficiencies. To learn more: <http://www.sil.org/lingualinks/languagelearning/mangngyrlngglrnngprgrm/TheILRFSIProficiencyScale.htm>

5.1 Recruit European businesses from targeted clusters, through an ongoing outreach strategy to locate an office or facility in Loudoun County, Virginia USA. Targeted clusters in order of priority:

- Information Communications Technology
- Aerospace
- U.S. Federal Government Contractors
- Medical Devices
- Others that utilize a high-tech, science, and engineering workforce

5.1.1 The Contractor shall conduct self-generated monthly corporate outreach meetings, generate visits by the prospect to Loudoun and make presentations to European industry specialists and commercial real estate brokers.³

5.1.2 The Contractor shall generate a minimum of ten (10) well-qualified prospects annually. (Defined in Section 3.0.)

5.1.3 The Contractor shall provide written status updates to the Department twice per month (first and third [agreed to day] of the month) to include status updates on the source, quality, and volume of leads generated, status of prospects, scheduled action items on any activities enumerated herein, and any other strategy updates.

5.1.4 The Contractor shall produce an international industry report on European and cluster trends twice per year, summarizing the activities and information gathered on key relationships, perceptions from business and industry about the Greater Washington Metropolitan Area and Loudoun County area, and recommendations for the Program. Drafts are due June 1 and December 1 of each year with the final reports due June 20 and December 20.

5.1.5 If budget allows and upon County approval, the Contractor's European based representative will travel to Loudoun County for five (5) days, once a year, for orientation and familiarization with the County's economy, business base, and business location advantages. Related expenses will be paid by the County.

5.2 Host decision-makers meetings in market (Europe) for Loudoun County representatives to meet with prospects and to create a seamless recruitment team for the prospect.

5.2.1 The Contractor may be required to research, set-up meetings, and handle logistics for at least two (2) marketing outreach trips per year

³ Outreach meetings and presentations would be on the benefits of locating a presence in Loudoun County, Virginia USA.

for the Department, each trip may include three (3) full days of meetings and events. The program will include corporate prospect meetings, media interviews, special events, and presentations.

5.2.2 The Contractor will prepare for participation in trade shows, conferences, and other relevant events. This will include pre-existing relationships such as the Main-Taunus-Kreis Sister County Partnership, regional German Chamber of Commerce relationships, World Trade Centers, and other relationships. This will require working with the Department staff.

5.3 Gather market intelligence to increase awareness of Loudoun County, Virginia's business location advantages for cluster related firms considering a U.S. presence.

5.3.1 The Contractor shall gather intelligence as part of the biannual international industry report (See 5.1.4) that provides summarized insight on important perceptions and trends within targeted industries, European-US dynamics, and relevant topics to include insights into program strategy, tactical support, and to evaluate future media and advertising opportunities.

5.3.2 The Contractor shall recommend proposed customized marketing materials, including content and formats, for effective outreach within six (6) months of Contract effective date. These recommendations will be considered for the Department's research and collateral development work plans.

5.4 The Department will provide the following support under the Contract:

5.4.1 The Contractor's point of contact will be the Manager of Business Investment. Through the Manager of Business Investment, the Contractor will have access to:

- Information Communications Technology Business Manager
- Federal Government Contractor/Aerospace Business Manager
- Life Sciences Business Manager
- Industry Cluster Researcher

This Business Investment Team regularly visits some of Loudoun's 9,000 businesses to build relationships, learn about issues they may have, and to provide useful information and connections that can support their business growth. The Contractor will work independently but in coordination with the Manager of Business Investment.

6.0 CONTRACT TERMS AND CONDITIONS

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

6.1 Procedures

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

6.2 Contract Period

The Contract shall cover the period from the date of Contract award through December 31, 2010.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year period. Any renewal shall be based on the same prices, terms and conditions as the initial term.

6.3 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, (703) 777-0260.

This section may not apply to non US- based firms or individuals.

6.4 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.

This section may not apply to non US-based firms or individuals.

6.5 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 Professional Liability insurance in the amount of \$1,000,000 US per occurrence against any and all Wrongful Acts resulting from any action or operation under the Contract or in connection with the contracted work.
- C. 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.
 - 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.
 - 3.
 - 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.

6.6 Hold Harmless Clause

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 negligent 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.

6.7 Ethics in Public Contracting

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

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

6.8 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.

6.9 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 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.

6.10 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

6.11 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.

6.12 Substitutions

NO substitutions or cancellations 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 shall be reviewed and may be approved by the County at its sole discretion.

6.13 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.

6.14 Invoicing and Payment

Contractor shall submit an invoice report for the installment monthly payments in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all contract activities, status reports, and exceptional expense summaries.

Invoices shall be submitted to:

Department of Economic Development
Attn: Beth A. Hain
1 Harrison Street, S.E. MSC #63
Leesburg, Virginia 20175
USA
Email: beth.hain@loudoun.gov
Phone: 703-777-0729

All such invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

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

6.15 Payments to Subcontractors (Applicable only if subcontractors involved)

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.

6.16 Assignment of Contract

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

6.17 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 at the County's Discretion

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.

6.18 Contractual Disputes

Should the Contractor be unable to resolve a dispute after conferring with the Director, the County Administrator, or his/her authorized representative(s) 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 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. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. 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.

6.19 Severability

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

6.20 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, USA. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun, USA.

6.21 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:

Donald R. Legg, CPPO
Division of Procurement MSC #41C
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175
USA

6.22 Registering of Corporation

The Contractor shall be and shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

6.23 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:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.

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

The 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.

6.24 Audit Rights.

Contractor's records, which shall include but not be limited to accounting records, written policies, guidelines, objectives and procedures, payroll records, correspondence, and any other documents relating to Contractor's performance under this Contract, shall be open to inspection and subject to audit and reproduction, at the request of the County. Such records shall include those records necessary to evaluate and verify direct and indirect costs as they may apply to this Contract.

For the purposes of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this Contract, for the duration of the Project, and until two (2) years after the date of final payment by the County to Contractor.

6.25 Conflicts of Interest

During the term of this Contract, Contractor will not, without the consent of the County, undertake any project that might prevent Contractor from completing any of its duties under this Contract in a timely and professional manner or that will create a conflict, real or perceived in any manner. The Contractor shall give written notice to the County with respect to any such projects. Such notice shall set forth in reasonable detail the services Contractor would undertake to perform in connection with such project. The County agrees to grant or deny its consent to Contractor's acceptance of the project described in the notice within 10 days of receipt of such notice.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

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

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 offeror's submitting proposals shall include with that proposal statements on the following:

A. Define program strategy (20 points)

- Offeror's message about Loudoun County, Virginia (10 points)
- Offeror's defined metrics and philosophy for success (10 points)

B. Ability to meet or exceed all requirements stated in the Scope of Work (40 points)

- Recruit businesses (15 points)
- Host decision makers (10 points)
- Gather intelligence (5 points)
- Locate businesses (10 points)

C. Quality of business proposal (5 points)

D. Credentials/related experience above the minimum qualifications (35 points)

Greater weight (up to 5 points each) will be given for demonstrating:

- Representatives based in German-speaking countries, southern Germany or greater Frankfurt.
- Two (2) years or greater of industry/cluster knowledge in one or more of the targeted clusters (see Section 5.1). Demonstrated track record recruiting or expanding companies from these clusters.
- A bachelor's degree from a four (4) year university in business, public administration, marketing, communications, real estate, science/technology/engineering or related field.
- Two (2) years or greater of US-based employment and living experience
- One (1) year or greater experience working with civic and elected leaders.
- Two (2) years or greater experience in reporting program progress to include tactical and strategic recommendations.
- Other commercially relevant western European language skills.

The PAG will collectively develop a composite ranking which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with the top ranked offerors via phone

conference, video conference, and/or face-to face meetings. Once interviews are completed, the PAG will finalize the rankings and make a recommendation for contract award.

8.0 PROPOSAL SUBMISSION

Offerors are to make written proposals that present the offeror's qualifications and an understanding of the work to be performed.

Please demonstrate in your answers your thought process and experience to deliver on the scope of work.

Offerors shall address each of the specific evaluation criteria listed below.

8.1 Program Strategy

- What is the message you (and the designated contractor) will deliver about Loudoun County, Virginia to European based business executives?
- How will you determine if you have implemented a successful European Business Recruitment program? Include metrics and philosophy.

8.2 Ability to meet or exceed the requirements stated in the Scope of Work. Include as a minimum:

- Plan to accomplish goals and deliver products as set forth in the Scope of Services Section 5.0. Specifically address:
 - A. Recruitment work plan to include:
 - 1) Process to identify qualified leads
 - 2) Criteria and steps for conversions
 - a) Leads to prospects
 - b) Prospect to Loudoun County based visits
 - c) Loudoun County visits to wins
 - B. Hosting plan for decision maker meeting to include recommended format and selection criteria
 - C. Gather market intelligence to include sources and strategy
- What is your designated contract representative's time commitment to this project? Indicate amount of work week time allocated to implementation.
- List other current projects of this same type. Please describe whom you provide those services for, for what purpose and when the work will be completed. Disclose potential client(s) conflicts.
- Discuss any other work you may do in tandem with this contract.

8.3 **Quality of Business Proposal**

The proposal will be reviewed for:

- Completeness, attention to detail, clarity, organization and appearance.
- Fit of proposal to Loudoun County's community and business needs.
- Fit of proposal to industry and cluster segments.

8.4 **Credentials/related experience above the minimum qualifications. Include, where relevant:**

- Legal status for travel to the US on business.
- Experience and history of company.
- Experience and resume of assigned representative.
- Industry/cluster knowledge in aforementioned areas.
- Business development experience that illustrates occupied space outcomes.
- US based experience and knowledge of the US marketplace i.e. education, work, or living experience.
- Level of familiarity with Washington, D.C. region, Northern Virginia, Virginia, or Loudoun County.
- Examples of relevant work completed and outcomes generated.
- Language skills and cultural abilities. Attach certification(s) with English translation or self-certify written and verbal language proficiency. (See Section 10 Proposal Submission Forms for standard).
- Other support to illustrate qualifications.
- Please provide a list of references for which comparable work has been performed. Include company name, person to contact address, telephone, fax number, email address, the nature of the work performed and for what duration as follows:
 - A. Three (3) client referrals to be contacted by phone.
 - B. Two (2) written client referrals and provide English translation, if needed.
- Submit company revenues and profits for last 2 years, if applicable.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Submission of Proposals

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

9.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 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.

9.4 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

9.5 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- D. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Verizon time on the acceptance date. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each firm shall submit one (1) original and six (6) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

9.6 Withdrawal of Proposals

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

9.7 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. 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.

9.8 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.

9.9 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.

9.10 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.

9.11 Proposed Changes to Scope of Services

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

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

9.13 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, One Harrison St, SE, Leesburg, Virginia 20175.

9.14 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.

9.15 Registering of Corporation

If applicable, any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.html>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Offerors should consult the Code of Virginia Section 13.1-757 for more information

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.

9.16 W-9 Form (or equivalent W-8) Required

Prior to contract award, offeror shall submit a completed W-9 (or equivalent W-8) form. 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> or <http://www.irs.gov/> and search W-8, multiple options depending on offerors circumstance.

9.17 Insurance Coverage

Prior to contract award, offerors shall submit 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.



QQ-01492

Loudoun County, Virginia

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

10.0 EUROPEAN BUSINESS RECRUITMENT PROGRAM PROPOSAL SUBMISSION FORMS

SELF - CERTIFICATION OF MINIMUM QUALIFICATIONS

THE FIRM OF: _____

Address: _____

US Federal Employee Identification Number (or equivalent) _____

Hereby certifies that the designated contract representative, _____ (individual name(s)) has or will have prior to the contract award the following qualifications to provide the requested services as defined in Request for Proposal No. QQ-01492

These qualifications may be verified at any time and assumes the professional and courteous ability to conduct business under the contract scope of work. Please certify the following:

1. **European based contract representation** Contractor designated representative will live and work within the western portion of Europe.

Metropolitan Area or Major City: _____ **Country:** _____

Initials: _____

2. **Business & sales experience** Contractor designated representative must demonstrate a minimum of two (2) years business development, sales, real estate, corporate expansion/acquisition or corporate executive experience.

Years of Experience: _____ **Experience in:** _____

Initials: _____

3. **Cultural & language ability** Contractor designated representative must demonstrate professional working business language proficiency (verbal and written) in English and German. Proficiency is based on the United States Foreign Service Institute Interagency Language Roundtable (ILR) scale with five (5) language levels of elementary, limited working knowledge, professional working, full professional and native/bilingual proficiencies. To learn more:

<http://www.sil.org/lingualinks/languagelearning/mangngyrlngglrnnngprgrm/TheILRFSIProficiencyScale.htm>

I certify my language proficiency level to be:

German Language Proficiency	English Language Proficiency
Verbal:	Verbal:
Written:	Written:

Select one of the following proficiency levels for each language: professional working, full professional and native/bilingual

Attach language certificate or equivalent, if available.

Initials: _____

4. **Administrative capacity.** The Contactor designated representative must be able to perform the Scope of Services based on existing or future contractor purchased assets and infrastructure. This is a self-maintained administrative capacity.

Examples of equipment and tools relevant to contract performance include:

- Computer office suite software – i.e., Microsoft products
- Communications equipment – i.e., fax, computer, phone, router, mobile devices
- Telecommunications plan – the ability to make International calls within Europe and to the US, domestic calls, and internet accessibility
- Ability to travel – access or have reliable transportation for client meetings
- Financial infrastructure - Bank account for electronic payments
- Administrative skills - applied skills using electronic tools such as word, excel, PowerPoint, e-mail and internet to convey written correspondence, reporting and invoices, presentations, research, etc.

Initials: _____

The following shall also be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that it has received all addenda.

ITEM:	INCLUDED: (X)
1. Addenda, if any.	_____
2. One (1) original and six (6) copies	_____
3. Proposal Response Information	_____

Person to contact regarding this proposal _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01492

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
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID
☐ FAZ (Frankfurt)	☐ Suddeutsche Zeitung (Munich)
☐ Financial Times Deutschland (Germany)	

☐ Other _____

SERVICE RESPONSE CARD

QQ-01492

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**