



Loudoun County, Virginia

REQUEST FOR PROPOSAL

TRAFFIC SIGNAL DESIGN SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m. August 5, 2009 "Local Verizon time"

RFP NUMBER: QQ-01509

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

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

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Contracting Officer

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This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: July 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.

REQUEST FOR PROPOSAL

TRAFFIC SIGNAL DESIGN SERVICES

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Prepared By: Christopher Bresley /s/ Date: 7/8/09
Contracting Officer

TRAFFIC SIGNAL DESIGN SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of qualified professionals to provide traffic signal design services for Loudoun County. It is also the intent of this RFP to establish one or more fixed fee open-end contracts on an "as needed" basis for a one (1) year base period with four (4) additional option years. The number of contracts will depend on the number and quality of the proposals received, with a maximum of two (2) contracts. The successful firms must demonstrate proven skills and technical competence in the design of traffic signals.

Individual task orders under the resulting contract shall not exceed \$1,000,000 per task order and the sum of all task orders during each contract term shall not exceed \$5,000,000. A County purchase order will be issued for each task prior to the start of work. Consultants will normally be selected on a rotating basis for individual tasks within each service group; however, the County, at its sole discretion, reserves the right to select consultants out of rotation when deemed to be in the best interests of the County.

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. 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 has on-going requirements for professional traffic signal design services to support various projects required to maintain, improve, or expand the County's utility infrastructure. It is the intent of this contract to provide professional consulting services on an as needed basis and to provide traffic signal design services for projects when time constraints or other considerations preclude obtaining individual project proposals for design services.

4.0 OFFEROR MINIMUM QUALIFICATIONS

Not applicable.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise in traffic signals design.

5.1 General Scope of Services:

- A A purchase order must be issued for each task prior to the start of work. The purchase order shall constitute the notice to proceed, unless otherwise indicated.
- B Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any of the services outlined below.
- C All services shall be performed in compliance with industry standards and all current federal, state, and local laws, ordinances and regulations including Environmental Protection Agency (EPA), Virginia Department of Environmental Quality, Virginia Department of Transportation (VDOT), State Health Department, Virginia Occupational Safety and Health Agency (VOSHA) and OSHA rules and regulations.
- D The services to be provided under this Contract shall include but not be limited to the following:
 - 1. Evaluations, investigations, analysis, recommendations, cost and time estimates, testing, reports, studies, designs, preparation of documents (including drawings in latest AutoCAD version and specifications) field inspections and investigation.
 - 2. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; preparation for and participation in briefings and presentations to staff groups, citizen groups, the County Board of Supervisors and federal or state agencies; processing of invoices for services; timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.
 - 3. Other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by the County.

5.2 Task Order Development:

A Scope of Work will be developed by the County Project Manager for each task order under this Contract. See Section 8.29 for additional details.

- A. The level of supervision, quality assurance and staff assigned by the Consultant to an individual task order will be clearly defined in the Scope of Work.
- B. The Consultant will make every effort to keep the personnel assigned to a task order consistent, reference Section 8.22.
- C. Project documentation requirements to include report type and content; content of engineering drawings and the need for a professional engineer's stamp shall be identified in the Scope of Work.
- D. A Project Manager shall be assigned to each task order by the Consultant to provide consultation, engineering, and management services. The

Consultant's Project Manager will be responsible for staffing the work and the review of reports for accuracy and completeness prior to submission to the County. The Consultant's Project Manager shall have the final responsibility for quality control.

- 5.3 Detailed Scope of Services: Traffic signal, signage and pavement marking design services, as independent activities not included as subcontract work under other tasks that include but are not limited to the Design of traffic signals, signage and pavement markings at specified intersections or other locations to meet the Virginia Department of Transportation (VDOT) standards including the following:
- A. All plan or plat submittals shall designate property lines for property and right-of-way acquisition if required and be accompanied by an unsigned/unsealed electronic .pdf copy.
 - B. Prepare traffic signal, or other transportation justification studies required to support the installation of a traffic signal, signage or pavement marking.
 - C. Field Survey to prepare base mapping including existing right-of-way
 - D. Designation of existing utilities and easements (overhead and underground).
 - E. Prepare Preliminary Submittal of the Traffic Signal Installation Plan for submittal to and review by VDOT using Microstation computer software (version to match VDOT).
 - F. Prepare necessary easement plats identified after approval of signal pole and equipment locations.
 - G. Prepare Signal Timing plan(s) using Synchro computer software (version to match VDOT) [5 daily timing plans for coordinated signals] for submittal to and review by VDOT. Existing corridor timings can be provided by VDOT. Convert Timing Plan for installation in traffic signal controller memory.
 - H. Prepare Traffic Signal Installation Plan and Pavement Marking and Signage Plan for submittal to VDOT including responses to VDOT comments on the "Accepted" Preliminary Submittal. Provide Microstation electronic version of approved plans (CD).
 - I. Prepare a construction cost estimate using Loudoun County's Traffic Signal Task Order Contract unit price list.
 - J. Provide construction assistance.
 - K. Prepare "as-built" construction plans both in hard copy and electronic copy of Microstation file on CD.

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

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

The County's Proposal Analysis Group will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include information as required hereinafter by Section 6.3, "Proposal Content".

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include representatives from each of the following County Departments: Office of Capital Construction and the Office of Transportation Services.

6.2 Schedule

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

Proposals Due	August 5, 2009
Shortlist Announcement	August 26, 2009
Interviews	September 8, 2009
Final Ranking Announcement	September 10, 2009

6.3 Proposal Content

A. Management Skills and Technical Expertise, include as a minimum:

- Provide a detailed description of three (3) projects that best illustrate the capabilities required by the scope of services contained in section 5.0 of this RFP to include project cost, information on delivery of projects on time and within budget; execution time (contract/actual); design and construction costs (estimated/actual); a detailed description of any problems encountered and solutions devised and the client's contact information.
- Provide a list of completed projects that are similar to the detailed scope of services in paragraph 5.3.
- Describe offeror's QA/QC Program with a focus on one (1) detailed example of how QA/QC Program identified a problem, the resolution and how it benefitted the quality of the project.
- All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- Awards and letter of commendation received

B. Credentials of the Project Team, include as a minimum:

- Identify Project Manager and include Project Manager's resume and portfolio of related projects including Loudoun County Experience.
- Staffing Plan
- Resumes of key project staff to include Loudoun County experience

- Identify subconsultants, provide description of subconsultants experience as related to the scope of services in paragraph 5.3 and provide a detailed description of the offeror's previous work experience with sub consultant.
- C. Task Understanding
- Provide a narrative for accomplishing task requirements as detailed in paragraph 5.3, Detailed Scope of Services. Address your understanding of overall task requirements and discuss each potential task
- D. Capability for Timely Response
- Proximity of Consultant's office to County Government Center (driving time)
 - Acknowledgement and understanding of required response times as set forth in Section 8.28 of this RFP
- E. Compliance with Contractual Terms
- 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.
- Acknowledge and describe any proposed deviations from Scope of Services.
- F. Overall Quality and Completeness of the Proposal and interview.
- Proposals will be reviewed for:
- Completeness
 - Attention to detail
 - Clarity
 - Organization
 - Appearance
- G. Cost of Services (Short-listed firms only)
- Provide a representative hourly rate schedule and a detailed fee schedule listing hourly rates for each category of employee to be used on the project.

6.4 Evaluation Process

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

- A. Management skills and technical expertise. **(25 points)**
- B. Credentials of project team. **(20 points)**
- C. Understanding of task requirements. **(20 points)**
- D. Capability for timely response. **(5 points)**

- E. Compliance with contractual terms. **(5 points)**
- F. Overall quality and completeness of proposal. **(5 points)**
- G. Cost of Services. **(Short-listed firms only) (20 Points)**

Once the PAG has read and evaluated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the PAG will conduct interviews and have discussions with the top ranked offerors (usually the top three (3) to five (5) depending upon the number of proposals received).

If an offeror is selected for interview, that offeror shall submit to the County, within three (3) working days of notification, their non-binding fee/rate schedule. The individual offeror's fee/rate schedule should include a rate for all labor categories that the offeror anticipates using on the project.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual offeror's fee/rate schedule even though the category titles may differ.

Principal (Corporate Officer or Partner)

Project Manager (Registration + 10 yrs. experience + 3 yrs. as Project Mgr.)

Architect/Engineer 1 (Registration + 7-10 yrs. experience)

Architect/Engineer 2 (Registration + 5-7 yrs. experience)

Architect/Engineer 3 (3-5 yrs. experience)

Technician 1 (5-7 yrs. experience + required certifications for type)

Technician 2 (3-5 yrs. experience + required certifications for type)

Administrative (3 yrs. general office experience)

For evaluation purposes, the rates for these eight (8) identified categories shall be averaged. The offeror with the lowest average rate will be assigned twenty (20) points.

The other proposals will be assigned points according to the following formula:

$\text{Lowest fee} \div \text{offeror's fee} = X\%; X\% \times 20 \text{ points} = XX \text{ points.}$

After the interviews are complete, the PAG will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked offerors in each service group. If a contract acceptable to the County cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with those offerors and negotiations conducted with the next ranked offeror, and so on. County staff will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the contract award. The rankings shall remain confidential until after the 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. Technical price proposals must be submitted in a sealed container. Include other information as requested or required. 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 to One Harrison Street, SE, 4th Floor, MSC #41C, Leesburg, Virginia 20175 or hand delivered to One Harrison Street, SE, 4th Floor, 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 by way of Addendum provided, however, that all questions are received by July 23, 2009. It is the responsibility of the offeror to ensure that it has received all Addendums prior to submitting a proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Addendum and Supplement to Request

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

7.4 Completion

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

may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offerors list.

7.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to 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.

7.6 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

7.7 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 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. Proposals must be received by the Division of Procurement prior to 4:00 p.m., August 8, 2009. 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.

- F. Each offeror shall submit one (1) original and four (4) 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.

7.8 Withdrawal of Proposals

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

7.9 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.

7.10 Subconsultants

Offerors shall include a list of all subconsultants with 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.

7.11 Contract Quantities

The quantities specified in this Request for Proposal are estimated only, and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the consultant of his obligation to fill all orders placed by the County.

NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.12 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.

7.13 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 interests of the County.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 Miscellaneous Requirements

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

serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

7.19 Debarment

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

7.20 Certificate of Authority to Transact Business in Virginia

Any foreign 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.htm>. Certain isolated transactions or sales conducted through independent Contractors do not require a certificate of authority. Offerors should consult the Code of Virginia Section 13.1-757 for more information.

7.21 W-9 Form Required

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

7.22 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 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 of General Services Office and/or Director of the Office of Capital Construction and/or the Director of the Office of Transportation Services or their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director of General Services Office and/or Director of the Office of Capital Construction and/or the Director of the Office of Transportation Services or their 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 Contract Quantities

The potential tasks identified in this Contract do not necessarily indicate the actual tasks that will be ordered since such tasks will depend upon requirements that develop during the Contract period.

Tasks or quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Consultant of his obligation to fill all orders placed by the County.

8.3 Contract Period

The Contract shall cover the period from October 1, 2009 through September 30, 2010 or an equivalent period depending upon date of Contract award.

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 four (4) additional one (1) year periods. Any renewal shall be based on the same prices, terms and conditions as the initial term.

8.4 Price Escalation/De-escalation

Rates for each renewal period may be increased or decreased, with such increase or decrease not to exceed the percentage change in the latest Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy. In no circumstances shall any increase exceed four percent (4%) per year.

8.5 Delays

Time is of the essence. If delay is foreseen, the Consultant shall give immediate written notice to the Division of Procurement. The Consultant must keep the County advised at all times of status of the work order. Default in promised completion (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies or services elsewhere and charge full increase in cost and handling to defaulting Consultant or deduct the costs from any balance owing to the Consultant.

8.6 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.

8.7 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.

8.8 Business, Professional, and Occupational License Requirement

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

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

8.9 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.

8.10 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 8.10.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.

8.11 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, 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 Drug-free Workplace

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

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

8.17 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

8.18 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.

8.19 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.

8.20 Invoicing and Payment

The Consultant shall submit invoices, in duplicate, on a monthly basis, such statement to include a detailed breakdown of all charges for that monthly period.

Invoices shall be based upon completion of tasks and deliverables. 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:

County of Loudoun, Virginia
ATTN: Project Manager
Project Managers Department
Project Managers Address
Leesburg, VA 20175

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

8.21 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.

8.22 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.

8.23 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 Purchasing Agent.

8.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; 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.

8.25 Contractual Disputes

The Consultant shall give written notice to the Purchasing Agent of his 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.

8.26 Construction Bidding Redesign

If all construction proposals received exceed the County's construction budget by ten percent (10%) or more, the A/E shall redesign as required to provide a facility within the budgeted funds at no additional cost to the County.

8.27 Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the 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.

8.28 Response Time

- A. The County will notify the applicable Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will schedule a meeting with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a detailed lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the Contract.
- B. In the event of a catastrophic event or other emergency condition where there exists a need to use professional engineering services to assist in resolving the emergency, the Consultant shall respond within two (2) hours of notification.

8.29 Task Order Cost Proposals

- A. The cost proposal for an individual task order shall include the Consultant's hours to perform the work based upon their fixed hourly rates contained in the Contract. The cost proposal shall also contain the Consultant's costs separated by task; the number and type of tests; detailed subconsultant costs; a narrative describing work to be performed and the estimated time for completion. After review and acceptance of the task order proposal, the County will issue a purchase order to perform the work. Proposals shall be prepared at no cost to the County. Subconsultant mark-ups shall be limited to from seven percent (7%) to ten percent (10%).
- B. When the scope of services involves work of such a nature that the Consultant cannot reasonably estimate the time which would be required to provide the services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records,

documentation for other expenses, and such other evidence as the County may require to support his billing request.

C. The hourly fees/rate schedule implemented under this Contract shall include:

1. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, and other expenses deemed typical in the conduct of business. The cost of all copies of reports and submittals that are required shall be included in the Consultant's hourly fee/rate for services, and shall not be deemed additional or reimbursable services.
2. Vehicles, fuel, maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office administrative support and all overhead and incidental costs.

D. For services and materials tests required by the County that are not specifically identified in the Contract but covered under the Scope of Services, the Consultant shall submit to the County project manager, in the task order cost proposal, the detailed costs for these services and tests.

E. Travel expenses will be based upon the current Loudoun County per diem rates.

8.30 Ownership of Documents

Any reports, specifications, blueprints, negatives 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 the owner 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 Contract without the prior written consent of Loudoun County. Documents and materials developed by the Consultant under the Contract shall be the property of Loudoun County; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. Loudoun County agrees that the Consultant shall not be liable for any damage, 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.

8.31 Submissions

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the County's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County's Project Manager.

8.32 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 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 for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.33 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.

8.34 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.

8.35 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 CONSULTANT:

TO COUNTY:

County of Loudoun County
1 Harrison St, SE
4th Floor, MSC 41C
Leesburg, VA 20175
Attn: Christopher Bresley

8.36 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Consultant shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

8.37 Certificate of Authority

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



Loudoun County, Virginia

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

TRAFFIC SIGNAL DESIGN SERVICES

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in Request for Proposal (RFP) QQ-01509.

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

<u>Item:</u>	<u>Included: (x)</u>
1. Addenda, if any.	_____
2. One (1) original and four (4) copies (7.7F)	_____
3. Payment Terms:	___net 30 or _____ other
4. Response to Section 6	_____
5. W-9 Form (7.21)	_____
6. Insurance Certificate (7.22)	_____

Note: Fees are not to be included with this proposal. The County will negotiate with the highest ranked offerors to establish fixed rates.

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

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

Name: _____ Title: _____

Signature: _____ Date: _____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01509

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-01509

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 Services •
PO Box 7000 • Leesburg, VA 20177**