



Loudoun County, Virginia

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Request for Quotation

## **HOUSING NEEDS ASSESSMENT**

ACCEPTANCE DATE: November 13, 2015 prior to 5:00 p.m. Atomic Time

RFQ NUMBER: C-2179

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

Requests for information related to this Request for Quotation should be directed to:

Diane Smith  
Contracting Officer  
(703) 777-3190  
(703) 771-5097 (Fax)  
Diane.Smith@loudoun.gov

Issue Date: October 16, 2015

# HOUSING NEEDS ASSESSMENT

## 1.0 PURPOSE

The purpose of this Request for Quotation (RFQ) is to obtain firm fixed pricing from a Consultant to produce a Housing Needs Assessment for County of Loudoun, Virginia (County). The work to be performed is intended to produce an analysis of housing needs given current and projected demographic figures as well as a discussion of the economic development implications of any housing gaps.

The County envisions the Housing Needs Assessment to consider: 1) current and future population and household characteristics; 2) housing and employment trends; 3) identification of the number of housing units and their cost to the County's current and future workforce (herein defined as all people working or available to work within Loudoun County) and other segments of the population to include: elderly, young adults, single-parent households, and persons with disabilities; and 4) an identification of needs and gaps in the provision of affordable housing. The intent of this Assessment is to provide a framework for the County to understand housing trends as well as inform and guide the County's future housing efforts. Components of this Housing Needs Assessment will include the analysis of housing needs as well as recommendations for housing targets which can be adopted by the County. The County's goal of having a long range affordable housing strategy begins with providing and maintaining affordable housing to accommodate its citizens at all income levels.

Please note that the work could be performed by a team of Consultants. Multiple Consultants will be considered for various components of the Scope if the County deems that the best approach to take.

## 2.0 BACKGROUND INFORMATION

Loudoun County, Virginia, is a growing, dynamic county of more than 350,000 people (projected to be 450,000 by 2025), located just 25 miles from Washington, D.C. The home of Dulles International Airport, Loudoun has established a reputation as an international center for technology, communications, and transportation. Bordered by the Blue Ridge Mountains and Potomac River, Loudoun is widely known for its beautiful scenery, rich history, vibrant economy, and strong sense of community, while enjoying a reputation for high-quality services.

Loudoun County is known for having one of the highest median household incomes in the country at \$116,848 (2013 ACS One-Year Estimate), which is more than twice the national median and almost twice the Virginia median. This high median household income also translates to high housing costs, which is an indicator of the amount of income needed in order to afford a place to live. As such, retaining a sufficient supply of affordable housing for low and moderate income residents has become an increasing challenge.

Loudoun County, unlike most other localities, has an extremely high proportion of owners (74.9%) to renters (25.1%). The average sales price in Loudoun County peaked in 2006 at \$547,113. The 2013 ACS One-Year Estimate median value of an owner-occupied unit is

\$438,300. In 2013, 23% of Loudoun County's owner-occupied households spent 30% or more of their income on housing costs. To compound this cost-burden issue, situations for renter-occupied households are bleaker. The 2013 ACS One-Year Estimate median gross rent for Loudoun County is \$1,628. In 2013, 44% of Loudoun County's renter-occupied households spent 30% or more of their income on rental costs.

In September 2007, the Loudoun County Board of Supervisors adopted an amendment to the Loudoun County Comprehensive Plan to broaden and update countywide housing policies. Some of the guiding policies include: the County seeks to promote housing options for all people who live and/or work in Loudoun; the County will regularly examine and estimate unmet housing needs, and housing programs will be evaluated for their effectiveness in addressing those needs; the County encourages a variety of housing types, sizes and innovative designs to be developed to assist in fulfilling unmet housing needs throughout the County; and the County will promote the provision of an affordable range of housing types throughout the County.

On September 4, 2013, the Board of Supervisors created the Housing Stakeholders Group (HSG) to review the County's existing housing programs to determine their sustainability, viability and efficiency. The Group devoted over 50 hours to this effort and held sixteen meetings including holding a public input session. On January 21, 2015, a Committee of the Whole meeting was held where the Board, HSG representatives, and staff had a fuller discussion of the HSG process and recommendations. As part of this discussion, HSG representatives mentioned: the need to lure more businesses to Loudoun, the lack of diversity in both housing stock and price points; the fact that a target for affordable housing was never achieved as well as what the target should be based on; the fact that housing engenders greater economic development; how to identify the key characteristics of people buying homes in Loudoun; the need to provide housing in order to foster economic development expectations; and how to create affordability in a market economy.

### **3.0 SCOPE OF SERVICES**

The County seeks a qualified Consultant to work collaboratively with County staff to carry out the various activities identified in the Scope of Services. The Scope of Services, at a minimum, should include the following tasks. However, any additional data gathering that the Consultant believes is necessary for completing the Housing Needs Assessment and addressing the existing conditions and future projections/forecast questions below should also be addressed in the Consultant's response to this RFQ.

#### Task 1 – Summarize existing conditions and describe trends.

The County has several documents that provide preliminary information pertinent to this Housing Needs Assessment. A few of the documents that will be provided to the Consultant for review include demographic data, a previous housing and employment data and projections study, and data showing County residential development trends.

After reviewing the data, the Consultant will provide an overview of existing conditions and summarize any key trends.

#### Task 2 – Develop/ implement a methodology for measuring supply, demand, and gaps.

The Consultant will develop and implement a methodology and framework for measuring and showing supply, demand, and gaps across all income groups, household types, and sub-populations.

Task 3 – Analyze housing needs for various segments of the population.

- 3.1 Determine whether current and future housing in Loudoun County is appropriate to the needs of residents in terms of affordability, quantity, types of housing, size of units, costs, and locations.
- 3.2 Incorporating data from existing County plans and reports, analyze housing need for distinct segments of the population.
- 3.3 Identify any challenges in the local housing market that could be addressed.
- 3.4 Determine, based on projections of number of households and subpopulations, the quantity and types of housing units required to meet the County's needs.
- 3.5 Demonstrate impacts of changing the supply of housing suitable for different income levels with projections to 2040.
- 3.6 Consider the effects of housing supply changes on the economy of Loudoun County and competitiveness of employers.
- 3.7 Make decisions and projections based on the County's existing land use policies and land use map.

Task 4 – Final report presentation.

The expectation is for the Consultant to present the draft report and recommendations to the County's Board of Supervisors, Housing Advisory Board, and other stakeholders, as needed.

In developing the Housing Needs Assessment, the County desires to have answers to the following questions:

Existing Conditions:

1. What percentage of the County's workforce, by industry, lives in Loudoun County? How does this compare to other jurisdictions in the Washington Primary Metropolitan Statistical Area (PMSA)?
2. What percentage of the County's workforce, by industry, lives outside of Loudoun County?
3. What is happening in the regional housing market that could benefit Loudoun's housing market as well as adversely affect Loudoun's housing market?
4. What is the current state of Loudoun County's housing market? Include discussions of how much homes (for sale and rental) currently cost. How many persons per household

they support, how many bedrooms they contain, the square footage of the home, and what styles/unit types/tenure are present? What are recent trends in the housing market? How does Loudoun's current housing market compare to other jurisdictions in the Washington PMSA? What is the impact on affordability of fluctuations in mortgage interest rates?

5. Correlate housing supply with the Area Median Income (AMI), according to household size, from 0% to 120% in 10% intervals and above 120%, and with jobs by industry.
6. After completing an in-depth analysis, what are the current demographic trends of the County (household size, age, incomes, employment status, etc.)? Include in this breakdown, Area Median Income (AMI) projections, according to household size, at the intervals identified in question #4 above.
7. What are the housing needs for different population groups, including the needs for persons with disabilities / elderly, various age groups (ages 20 to 34, 35 to 64, 55+, 62+, 65+, and 70+), homeless, low and moderate income, single parent households, and female headed households?
8. What can Loudoun's current households afford to pay for housing? Other than the standard HUD definition of affordable housing which holds that families pay no more than 30% of their pre-tax, gross income for housing and utilities, provide other additional metrics for determining "affordability".
9. What proportion of County households (owners and renters) are cost-burdened now? How does this compare to other jurisdictions in the Washington PMSA?

*Future Projections / Forecasts:*

1. After completing an in-depth analysis, what are the projected future demographic trends of the County (household size, age, incomes, employment status, etc.)? Include in this breakdown, Area Median Income (AMI) projections, according to household size, at the intervals identified in *Existing Conditions* question #4 above.
2. If present trends continue, what jobs (by occupation and sector) are coming to Loudoun County and what will they pay? Based on these employment projections, what will the housing needs be for Loudoun County's future workforce?
3. What can Loudoun's future households afford to pay for housing? Other than the standard HUD definition of affordable housing which holds that families should pay no more than 30% of their pre-tax, gross income for housing and utilities, provide several metrics for determining "affordability".
4. What are the number and types of housing (i.e. – market-rate, affordable, single-family, multi-family, rental, ownership, etc.) that could meet these needs? For example, what are the number, types, and costs of units needed to accommodate Loudoun County's future residents? Another example is how many units for purchase or rental are needed, by bedroom size, and what will they cost?

5. What are the forecasted trends in the housing market (including mortgage rates) and in housing supply? Discuss the same topics as referenced in *Existing Conditions* question #3. Develop several alternate future scenarios.
6. Identify any gaps between housing needs and forecasted supply. Provide data at different price points and in accordance with unmet needs (defined by the County as the needs of households earning up to 100% of the Area Median Income, according to household size).
7. Correlate this with the Area Median Income (AMI), according to household size, levels stated in *Existing Conditions* question #4. Include in the discussion gaps between housing need and the County's current forecasts by housing unit type through 2040.
8. What proportion of County households (owners and renters) will be cost-burdened through 2040?
9. Within the context of regional housing and labor markets, identify and quantify the impacts on Loudoun's economy of potential housing initiatives addressing affordable housing.
10. Provide additional information not specifically requested in this Scope of Services that will be useful in an analysis of the County's housing needs.

The County reserves the right to negotiate with the Consultant(s) regarding the choice/use of sub-consultants.

#### Staffing Plan and Support:

The Consultant will be responsible for all primary activities and deliverables with overall coordination by the County Project Manager assigned to the project. The Consultant shall provide a primary point of contact that will have overall responsibility for the work, the project team, and sub-consultants, if applicable, under this Contract.

The Project Manager's primary responsibilities shall be oversight of the contract, information management, facilitating communication with appropriate parties, and assisting in the coordination of meetings. The Project Manager will be assisted by an Interdepartmental Project Team comprised of Staff from the Departments of Family Services, Planning and Zoning, Economic Development, Management and Financial Services, and others as deemed appropriate.

The general role of the Interdepartmental Project Team is to provide technical reviews of project documents and to ensure that deliverables are consistent with the contract. Any deviations from required County Staff support should be reflected in the proposal.

#### Deliverables:

1. Project Initiation: Upon commencement of the project, the Consultant(s) shall participate in a meeting with the Interdepartmental Project Team. The County Project Manager and/or Project Team will (1) provide a briefing of the project history and need; (2) provide background information related to the study; and (3) discuss relevant background documents and previous studies. The Consultant(s) will provide

a briefing to the Project Team regarding the overall project approach and methods planned to be used during the study. The Project Team will address technical concerns regarding the proposed approach and recommend alternatives as appropriate.

- a. The Consultant(s) shall provide a briefing to the Project Team at the Project Initiation Meeting using PowerPoint or other appropriate tools to demonstrate the overall project approach and methods planned to be used.
  - b. Within ten (10) working days after the Project Initiation Meeting, the Consultant(s) shall submit, in electronic graphic format, a project timeline and scope, for review by the County Project Manager. Such timeline shall be suitable for distribution.
  - c. Within ten (10) working days after the Project Initiation Meeting, the Consultant(s) shall submit, in electronic format, a draft "Final Report Outline" or similar document for review by the County Project Manager. The outline shall demonstrate the Consultant's understanding of the project goals and shall set general expectations of content and format of the Final Report.
2. Monthly Updates: Collaborate and communicate regularly with County staff to share information, meet established benchmarks, prepare for meetings, and provide monthly written updates and reports and/or monthly conference calls.
  3. Methodology: Provide a detailed description and written report of the applied methodology used to develop the data and make projections that can be reproduced. Include descriptions of any procedures used to validate the data and/or models. Additionally, also include various methods/approaches that have been used in other localities to answer these types of housing questions. The Consultant(s) will meet with the Project Team to complete the following: develop a draft methodology for the Housing Needs Analysis for review by the Project Team; and review two (2) preliminary and one (1) final version of the aforementioned items.
  4. Housing Needs Assessment: In accordance with the project timeline, the Consultant(s) shall prepare and present, in electronic format, a draft Housing Needs Assessment Report for review by the Interdepartmental Project Team (two (2) preliminary drafts and one (1) final report) on existing and projected conditions and definitions of housing needs for distinct income groups within Loudoun County as described in the Scope of Services. Analysis of the Housing Needs Assessment data that identifies housing needs and specifically addresses the questions listed above in the Scope of Services. Prior to printing and distribution, the Consultant(s) will allow 10 business days after electronic delivery for the County's final review that all edits are included in the Housing Needs Assessment final report. The final report should be provided in hard copy and in electronic format.
  5. Reports and Presentations: In accordance with the project timeline, the Consultant(s) shall submit to the County Project Manager, in electronic format and fifteen (15) hard copies, a draft, comprehensive Final Report, which incorporates all of the previous deliverables, for review by the Interdepartmental Project Team and appropriate County Staff. County Staff will review the document(s) and provide comments within fifteen (15) working days. Within ten (10) days after receiving comments from the County, the Consultant(s) shall submit to the County Project Manager in electronic format and thirty (30) hard copies, a complete Final Report for distribution.

In addition to the aforementioned meetings, one (1) presentation is required with the Loudoun County Board of Supervisors to discuss the Final Report and (2) presentations are required with both the Interdepartmental Project Team and the County's Housing Advisory Board to a) provide an update halfway through the project and b) discuss the Final Report. County Staff will be afforded the opportunity to comment on the presentation during "dry runs" scheduled for the halfway and final presentations.

Evaluation of Proposals: Selection Factors:

Evaluation is based on the extent to which the proposal meets the requirements of solicitation and the extent to which the Consultant is likely to be able to achieve the desired results. The proposal must be complete and include all necessary information to be considered for full evaluation. The criteria set forth below will be used in the receipt of proposals and selection of the successful Consultant.

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. PAG members will have experience in, but not limited to, housing, urban planning, economic development, real estate, finance, demographics, and public participation. The Consultants submitting proposals shall include with that proposal statements on the following:

- i. Experience of the Consultant or Consultant team as indicated by prior successful completion of similar projects, including housing needs assessments in communities with a scale similar to Loudoun County and in proximity to similar employment sectors; demonstrated ability to analyze and summarize housing market conditions and economic development trends; demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders; and demonstrated ability to bring such projects to successful completion within the constraints of time and budget. Relevant experience of the key individuals who will be assigned to this project will be considered. (50 points)
- ii. Proposed project approach and methodology to meet the project objectives/scope of services and an understanding of the project and project issues. Consideration will also be given to Consultants who offer creative methodological solutions to achieve end results. (25 points)
- iii. Cost of services. (20 points)
- iv. Compliance with Contract Terms and Conditions. (5 points)

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

## 4.0 TERMS AND CONDITIONS

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

### 4.1 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 Housing Programs Manager or his/her authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Housing Programs Manager 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 Division of Procurement and the Consultant.

### 4.2 Quantities

The quantities specified in this Agreement are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the term of this Agreement.

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 its obligation to fill all orders placed by the County.

### 4.3 Delays and Delivery Failures

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

### 4.4 Business, Professional, and Occupational License Requirement

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

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

4.5 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.

4.6 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 all 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.

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

1. Workers' Compensation:

|             |           |
|-------------|-----------|
| Coverage A: | Statutory |
| Coverage B: | \$100,000 |
2. General Liability:

|                              |             |
|------------------------------|-------------|
| Per Occurrence:              | \$1,000,000 |
| Personal/Advertising Injury: | \$1,000,000 |
| General Aggregate:           | \$2,000,000 |

|                                |             |
|--------------------------------|-------------|
| Products/Completed Operations: | \$2,000,000 |
|                                | aggregate   |
| 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

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 certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the 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 and Automobile Liability. 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 will be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Consultant's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
  7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
  - G. If an "ACORD" Insurance Certificate form is used by the 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.
  - H. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 4.7 Hold Harmless

The Consultant 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 Consultant. The Consultant agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Consultant" includes their employees, officials, agents, and representatives. "Consultant" also includes subconsultants and suppliers to the Consultant. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

#### 4.8 Safety

All Consultants and subconsultants performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all 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.

#### 4.9 Permits

It shall be the responsibility of the Consultant to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

#### 4.10 Notice of Required Disability Legislation Compliance

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

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

#### 4.11 Ethics in Public Contracting

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

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

#### 4.12 Employment Discrimination by Consultants Prohibited

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

- A. During the performance of this Contract, the Consultant agrees as follows:
  - 1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis

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

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

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

#### 4.13 Drug-free Workplace

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

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

For the 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.

#### 4.14 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

#### 4.15 Immigration Reform and Control Act of 1986

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

#### 4.16 Substitutions

NO substitutions or cancellations are permitted after Agreement award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as those

employees work for the Consultant, either as employees or subconsultants, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

4.17 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

4.18 Workmanship and Inspection

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

The Consultant will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times.

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

4.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Consultant shall not accept credit card orders or payments.

Upon delivery and acceptance of the equipment and/or service, the Consultant shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Family Services  
PO Box 7400  
Leesburg, Virginia 20177-7400

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

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

#### 4.21 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.

#### 4.22 Assignment

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

#### 4.23 Termination

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

##### A. Termination for Convenience

The County may terminate this Contract for convenience 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.

4.24 Contractual Disputes

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

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

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the County's 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.

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

4.25 Severability

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

4.26 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Consultant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Consultant expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

4.27 Licensure

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

4.28 Authority to Transact Business in Virginia

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

4.29 Counterparts

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

4.30 Confidentiality

A. Consultant Confidentiality

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

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

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

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

**B. County Confidentiality**

In addition, the County understands that certain information provided by the Consultant during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

**4.31 Force Majeure**

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subconsultants or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

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

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

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

**4.32 Survival of Terms**

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

#### 4.33 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

### 5.0 INSTRUCTIONS FOR SUBMISSION OF QUOTES

#### 5.1 Submission of Quotes

Before submitting a quote, read the ENTIRE solicitation including the Terms and Conditions. Pricing must be submitted on the attached pricing form only. Include other information, as requested or required. The face of the container shall indicate the RFQ number, time and date of opening, and the title of the RFQ. Quotes must be received by the Division of Procurement BEFORE the hour specified on the opening date. Quotes may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175 or e-mailed to Diane Smith at [Diane Smith@loudoun.gov](mailto:Diane.Smith@loudoun.gov).

#### 5.2 Authority to Bind Firm in Contract

Quotes MUST give full firm name and address of vendor. Failure to manually sign quote may disqualify it. Person signing quote will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on quote 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 quote.

#### 5.3 Proof of Authority to Transact Business in Virginia

A vendor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the vendor is not required to be so authorized. Any vendor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

#### 5.4 References

All vendors shall include, with their quotes, 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 shall be cause for rejection

of quote as non-responsible. Vendor hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

5.5 Proprietary Information

Trade secrets or proprietary information submitted by a vendor in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the vendor follows the provisions of § 2.2-4342 of the Code of Virginia.

5.6 Rights of County

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

5.7 Basis for Award

The County will review and evaluate each quote and selection will be made, in the best interest of the County, on the basis of the following criteria: cost, experience and project approach and methodology.

5.8 W-9 Form Required

Each vendor shall submit a completed W-9 form with their quote. 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>.

5.9 Insurance Coverage

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

5.10 Legal Action

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

5.11 Quote Submission Information

Vendors shall provide the following with their quote:

A. Samples



Loudoun County, Virginia

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

**HOUSING NEEDS ASSESSMENT**

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

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

FEIN# \_\_\_\_\_

NOTICE TO VENDORS: The following required supplies shall be provided according to the Terms and Conditions contained herein.

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

| ITEM:                             | INCLUDED: (X) |
|-----------------------------------|---------------|
| 1. W-9 Form:                      | _____         |
| 2. Certificate of Insurance:      | _____         |
| 3. Addenda, if any (Informality): | _____         |

B. Failure to provide the following items with your quote shall be cause for rejection of quote as non-responsive and/or non-responsible. It is the responsibility of the vendor to ensure that it has received all addenda and to include signed copies with their quote.

| ITEM:  | INCLUDED: (X)               |
|--|-----------------------------|
| 1. Addenda, if any:  | _____                       |
| 2. Payment Terms:  | _____ net 30 or _____ Other |
| 5. Proof of Authority to Transact Business in Virginia Form: | _____                       |
| 7. Minimum Qualification Documentation:                      | _____                       |
| 8. References (5.4):   | _____                       |
| 9. Quote Submission Information (5.11)                       | _____                       |

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

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

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

Name of person authorized to bind the Firm (5.2): \_\_\_\_\_

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

*By signing and submitting a quote, your firm acknowledges and agrees that it has read and understands the RFQ documents.*



Loudoun County, Virginia

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, a vendor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its quote the identification number issued to it by the State Corporation Commission ("SCC").

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

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

- A. Vendor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is
B. Vendor is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is
C. Vendor does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

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

Legal Name of Vendor

Date

Authorized Signature

Print or Type Name and Title