



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### **“RECOVER OUT LOUD” NORTHERN VIRGINIA REGIONAL ANTI-STIGMA CAMPAIGN**

ACCEPTANCE DATE: Prior to 4:00 p.m., November 18, 2026, Local Time

RFP NUMBER: RFQ 716025

ACCEPTANCE PLACE: Department of Finance and Procurement  
Division of Procurement  
1 Harrison Street, SE, **1<sup>st</sup> Floor**  
**Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175

#### **PLEASE NOTE:**

- A. Documents related to this solicitation may be downloaded from the County's website:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).
- B. Pre-proposal Conference: An optional Pre-Proposal Conference will be held virtually using Microsoft Teams on **Thursday, October 22, 2026, at 1:00 p.m. Local Time**. See the Microsoft Teams log in information provided below. To participate in the audio portion of this conference, please dial the number provided below and follow the prompts as designated. To participate by computer, connect to the link provided and follow the prompts as designated. *The purpose of the pre-proposal conference is to provide clarification of any questions on the scope of services and to provide a high-level overview of the supplier registration process and online submission of proposals through iSupplier.*

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#### **Microsoft Teams Meeting**

[Join The Meeting Now](#)

**Meeting ID:** 233 463 069 777 665

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Phone conference ID: 651 981 467#

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

Heather DeHaven, NIGP-CPP, CPPB, VCO  
Senior Contracting Officer  
(571) 627-7430  
(703) 771-5097 (Fax)  
E-mail address: [Heather.DeHaven@loudoun.gov](mailto:Heather.DeHaven@loudoun.gov)

Issue Date: October 9, 2026

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

### “RECOVER OUT LOUD” NORTHERN VIRGINIA REGIONAL ANTI-STIGMA CAMPAIGN

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Prepared By: /s/Heather DeHaven, NIGP-CPP, CPPB, VCO Date: October 13, 2026  
Senior Contracting Officer

# **“RECOVER OUT LOUD” NORTHERN VIRGINIA REGIONAL ANTI-STIGMA CAMPAIGN**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain fixed price proposals from qualified organizations to design, implement, and evaluate a comprehensive regional substance use disorder (SUD) stigma reduction initiative known as “Recover Out Loud” (Project) within the Opioid Abatement Authority’s (OAA) Gold Standard outlined in Code of Virginia [§ 2.2-2370](#).

The County is acting as the Project lead and fiscal agent on behalf of a Northern Virginia Regional Jurisdiction Project cooperative in partnership with Arlington County, the City of Alexandria, the City of Falls Church, the City of Fairfax, Fairfax County, and Prince William County (collectively, Participating Jurisdictions).

The County intends to award a one (1) contract as a result of this RFP which will support implementation across Participating Jurisdictions and organizations under grant funding provided through and in alignment with the Virginia OAA.

## **2.0 COMPETITION INTENDED**

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

## **3.0 BACKGROUND INFORMATION**

### **3.1 Overview**

“Recover Out Loud” is a \$600,000 collaborative regional initiative made possible through a \$400,000 cooperative grant awarded by the Virginia OAA and \$200,000 in matching funds contributed by the participating jurisdictions. Loudoun County, serving as the Project lead and fiscal agent, is coordinating the implementation of this regional initiative in partnership with the Participating Jurisdictions. Together, these jurisdictions are working to reduce stigma surrounding substance use disorders through coordinated public education, community engagement, and recovery-focused messaging. As the Project is funded by the OAA, it must be completed by February 29, 2028.

Research consistently demonstrates that stigma remains one of the greatest barriers to prevention, treatment, harm reduction, and long-term recovery. Stigmatizing attitudes, misconceptions, and discriminatory behaviors discourage individuals from seeking help, reduce family engagement, create barriers to employment and housing, and contribute to poorer health outcomes. Reducing stigma is critical to improving access to

care, supporting long-term recovery, and fostering communities where individuals and families feel safe seeking assistance without fear of judgment.

Northern Virginia functions as a highly interconnected region where residents routinely live, work, attend school, and access healthcare and social services across jurisdictional boundaries. Recognizing these shared patterns, the Participating Jurisdictions have elected to pursue a unified regional strategy rather than isolated local campaigns. By leveraging shared resources, consistent messaging, and collective expertise, “Recover Out Loud” will create a stronger, more recognizable public awareness initiative capable of achieving greater reach, consistency, and impact than could be accomplished by any single jurisdiction alone.

A defining feature of “Recover Out Loud” is its commitment to co-design through the meaningful engagement of individuals with lived and living experience of substance use and recovery. The Participating Jurisdictions recognize that authentic and effective stigma reduction efforts must be informed by those who have firsthand experience navigating prevention, treatment, recovery, and the barriers created by stigma. Rather than developing messages solely for individuals impacted by SUDs, “Recover Out Loud” will develop them with individuals whose experiences provide invaluable insight into what resonates with communities, promotes hope, and encourages help-seeking.

The successful Offeror will be expected to establish and facilitate a Regional Lived Experience Advisory Committee and integrate its recommendations throughout all phases of campaign planning, creative development, implementation, and evaluation. This collaborative approach will help ensure that campaign materials are authentic, respectful, culturally responsive, trauma-informed, and reflective of the diverse communities served throughout the Northern Virginia Region. By elevating the voices of individuals in recovery and their families, “Recover Out Loud” seeks not only to reduce stigma but also to inspire hope, strengthen community understanding, and build a more recovery-supportive region.

The Project seeks to:

- Increase public understanding that SUD is a treatable medical condition.
- Normalize recovery and celebrate recovery success stories.
- Increase awareness of prevention, treatment, harm reduction, and recovery resources.
- Reduce stigma through evidence-based communications.
- Build recovery-supportive communities across the Northern Virginia Region.

- Develop sustainable communication tools and training resources that remain available beyond the initial Project period.

The successful Offeror will serve as the primary communications and implementation partner working closely with the Regional Coordinator Group, Participating Jurisdictions, and a Lived Experience Advisory Committee. Regional Coordinator Group will provide Project oversight and final approval of major deliverables. The Lived Experience Advisory Committee will provide guidance on message development, cultural relevance, outreach strategies, and potential unintended harms. The successful Offeror will provide technical and strategic communications, creative development, public awareness, stakeholder engagement, facilitation, training, implementation, and evaluation expertise in support of this regional process.

### 3.2 OAA Gold Standards Overview

In Virginia, the framework for distribution of opioid settlement funds is formed by the settlement agreements, a memorandum of understanding (MOU) between the Commonwealth of Virginia and cities and counties, which created the state the Opioid Abatement Authority.

The Opioid Abatement Authority is an independent body, the purpose of which is to abate and remediate the opioid epidemic in the Commonwealth through financial support from the Fund, in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth. Specific efforts by localities should align with current or promising evidence-based practices (OAA Gold Standards). The Code of Virginia § 2.2-2370 outlines the Opioid Abatement Authority's (OAA) Gold Standard and can be found online at [§ 2.2-2370. Conditions and restrictions on financial assistance \(virginia.gov\)](#) as well as online at [OAA Incentive Policy - V2 \(04311103.DOCX;1\) \(virginia.gov\)](#).

## 4.0 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 comprehensive communications, planning, implementation, training, and evaluation services for the utilization of Opioid Abatement Funds that adhere to Virginia Opioid Abatement Authority's (OAA) standards. Offerors may recommend additional strategies that support the objectives of "Recover Out Loud" (Project).

### 4.1 Comprehensive Implementation Plan (Plan)

- A. **Project Timeline and Milestones:** The Contractor shall develop a detailed Project timeline that outlines key milestones, phases, and deliverables for the duration of the Project.

- B. **Communications Strategy:** The Plan shall include a comprehensive communications strategy that guides all internal and external messaging across stakeholders and jurisdictions.
- C. **Audience Segmentation:** The Plan shall define audience segmentation to ensure messaging is appropriately tailored to distinct populations and stakeholder groups.
- D. **Key Messaging Framework:** The Plan shall establish a key messaging framework to ensure consistency and alignment of messaging across all Participating Jurisdictions.
- E. **Brand Identity Development:** The Plan shall include the development of a brand identity to support campaign recognition and reinforce public awareness efforts.
- F. **Media Strategy:** A media strategy shall be developed to guide earned, paid, and digital media outreach and placement.
- G. **Community Engagement Strategy:** The Plan shall incorporate a community engagement strategy to support meaningful stakeholder participation and collaboration.
- H. **Risk Communications Strategy:** The Plan shall include a risk communications strategy to address potential issues, emerging concerns, and crisis communications scenarios.
- I. **Evaluation Framework:** An evaluation framework shall be included to measure progress, outputs, and outcomes over the course of the Project.
- J. **Kickoff Meetings:** Upon the award of this contract, the Contractor shall conduct Kickoff Meetings with Participating Jurisdictions to align expectations, confirm roles, and establish shared Project objectives.

#### 4.2 Lived Experience Advisory Committee Support

- A. **Recruitment and Selection of Advisory Committee Members:** The Contractor shall develop and implement a recruitment and selection process to establish a diverse regional advisory committee comprised of individuals with lived and living experience, representatives from Participating Jurisdictions, and community partners. The process must promote equitable representation and ensure members reflect the populations and communities served by the Project.
- B. **Advisory Committee Facilitation and Technical Assistance:** The Contractor shall provide facilitation and technical assistance to a regional advisory committee comprised of individuals with lived and living experience, Participating Jurisdictions, and community partners to support effective collaboration and engagement.

- C. **Meeting Facilitation:** The Contractor shall facilitate meetings to ensure structured, inclusive, and productive discussions among committee members. Meeting structure can be virtual and/or held in person.
- D. **Agenda Development:** The Contractor shall support agenda development to guide committee meetings and ensure alignment with Project priorities and objectives.
- E. **Documentation of Meetings and Decisions:** The Contractor shall document meetings, discussions, and decisions to ensure accurate recordkeeping and accountability.
- F. **Integration of Advisory Feedback:** The Contractor shall systematically incorporate feedback from the advisory committee into Project activities, strategies, and deliverables.
- G. **Continuous Quality Improvement:** The Contractor shall support the Continuous quality improvement processes to ensure ongoing refinement of strategies, activities, and overall Project implementation.

#### 4.3 Research and Message Development

- A. **Formative Research:** The Contractor shall conduct formative research to inform campaign development, including audience research to identify key population segments.
- B. **Message Testing:** The Contractor shall conduct message testing to refine and improve communication effectiveness across target audiences.
- C. **Environmental Scan:** The Contractor shall complete an environmental scan to assess existing conditions, initiatives, and contextual factors related to the campaign.
- D. **Communications Review:** The Contractor shall review existing communications to identify strengths, gaps, and opportunities for improvement.
- E. **Cultural and Linguistic Integration:** The Contractor shall identify and incorporate Cultural and linguistic considerations into messaging development to ensure inclusivity and relevance.
- F. **Evidence-Based Messaging Development:** The Contractor shall develop Evidence-based messaging to ensure accuracy, effectiveness, and alignment with best practices.
- G. **Recovery Messaging:** The Contractor shall emphasize that recovery is possible and reinforce hope and healing.
- H. **Treatment Messaging:** The Contractor shall reinforce that SUD is treatable and that effective services are available.

- I. **Hope and Resilience Messaging:** The Contractor shall promote hope, resilience, and recovery-oriented narratives.
- J. **Non-Stigmatizing Language:** The Contractor shall use non-stigmatizing language to reduce stigma and promote dignity.

#### 4.4 Creative Development

The Contractor shall develop a variety of community outreach materials to ensure engagement with diverse audiences, including but not limited to the modalities listed below:

- A. **Campaign Identity Development:** The Contractor shall develop a comprehensive campaign identity that establishes a recognizable visual presence.
- B. **Graphic Design Standards:** The Contractor shall develop graphic design to ensure consistency across all campaign materials.
- C. **Print Materials:** The Contractor shall produce print materials to support outreach, education, and community engagement efforts.
- D. **Digital Advertising Content:** The Contractor shall create digital advertising content for deployment across online platforms.
- E. **Social Media Content:** The Contractor shall develop social media content to engage target audiences across multiple channels.
- F. **Public Service Announcements:** The Contractor shall produce public service announcements to support broad awareness and education efforts.
- G. **Video Production:** The Contractor shall complete video production to support storytelling, engagement, and campaign visibility.
- H. **Photography:** The Contractor shall develop and utilize photography to visually support campaign messaging and materials.
- I. **Toolkits:** The Contractor shall create toolkits for use by partners and community organizations to support consistent messaging.
- J. **Presentation Materials:** The Contractor shall create presentation materials for stakeholder engagement and public presentations, including but not limited to brochures, PowerPoint presentations, and other examples listed in Sections 4.4.A. through 4.4.I. of this RFP.
- K. **Promotional Items:** The Contractor may develop promotional items as approved to support campaign visibility and recognition.
- L. **Adaptability of Materials:** The Contractor shall provide all materials to be adaptable for local customization while maintaining regional consistency.

#### 4.5 Regional Communications Campaign

- A. **Campaign Management:** The Contractor shall plan, launch, manage, and monitor a coordinated regional communications campaign across multiple platforms.
- B. **Social Media Outreach:** The Contractor shall implement social media outreach to engage target audiences and amplify campaign messaging.
- C. **Earned Media Strategy:** The Contractor shall implement earned media strategies to increase visibility and media coverage.
- D. **Digital Advertising:** The Contractor shall use digital advertising to expand reach, engagement, and message frequency.
- E. **Community Partner Engagement:** The Contractor shall engage community partners to support dissemination of campaign messaging.
- F. **Healthcare Sector Engagement:** The Contractor shall engage healthcare organizations as trusted messengers to support campaign credibility.
- G. **Local Government Coordination:** The Contractor shall participate with local governments in coordinated communications efforts to ensure alignment.
- H. **Community Events:** The Contractor shall utilize community events to promote campaign messaging and increase public engagement.
- I. **Recovery Month Integration:** The Contractor shall incorporate Recovery Month activities into overall campaign planning and implementation.
- J. **Educational Outreach:** The Contractor shall conduct educational outreach to increase awareness and understanding of substance use issues.
- K. **Media Strategy Recommendations:** The Contractor shall develop recommendations regarding media placement, audience targeting, campaign timing, and performance optimization.

#### 4.6 Stigma Reduction Training

- A. **Curriculum Development:** The Contractor shall develop modular stigma reduction training curricula tailored to multiple audiences.
- B. **Healthcare Training:** The Contractor shall design training for healthcare professionals to improve clinical engagement and understanding of SUD.
- C. **Behavioral Healthcare Provider Training:** The Contractor shall develop training for behavioral healthcare providers to strengthen

evidence-based, recovery-oriented, and person-centered approaches to engaging individuals with SUD.

- D. **First Responder Training:** The Contractor shall provide training for first responders to support appropriate, informed responses to substance use.
- E. **Educator Training:** The Contractor shall develop training for educators to support school-based prevention, awareness, and early intervention efforts.
- F. **Social Service Training:** The Contractor shall offer training to social service providers to strengthen service delivery and support systems.
- G. **Community Organization Training:** The Contractor shall make training available to community organizations to support outreach and engagement efforts.
- H. **Caregiver Training:** The Contractor shall provide training for caregivers to enhance family support systems.
- I. **Family-Focused Training:** The Contractor shall design training specifically for families affected by substance use.
- J. **Community Training:** The Contractor shall make training available to general community members to increase awareness and understanding.
- K. **Additional Priority Audience Training:** The Contractor shall develop and deliver stigma reduction training for additional priority audiences as identified through the Lived Experience Advisory Committee, Participating Jurisdictions, or the Regional Steering Committee to address emerging needs and opportunities throughout the Project period.
- L. **Delivery Formats:** The Contractor shall deliver training in both virtual and in-person formats to ensure broad accessibility.

#### 4.7 Comprehensive Evaluation Plan

- A. **Evaluation Plan Development:** The Contractor shall develop and implement a comprehensive evaluation plan to measure campaign reach and effectiveness.
- B. **Baseline Measures:** The Contractor shall establish baseline measures prior to full campaign launch to support assessment of changes in awareness, knowledge, stigma-related attitudes, and recovery perceptions over time.
- C. **Audience Engagement Measurement:** The Contractor shall measure audience engagement to assess interaction with campaign materials.

- D. **Knowledge Change Evaluation:** The Contractor shall evaluate knowledge change to determine educational impact across target populations.
- E. **Stigma Reduction Assessment:** The Contractor shall assess changes in stigma attitudes over time to measure campaign impact utilizing a validated tool.
- F. **Training Outcome Measurement:** The Contractor shall measure training outcomes to evaluate effectiveness of educational efforts.
- G. **Resource Utilization Tracking:** The Contractor shall track resource utilization to assess engagement with services and support.
- H. **Website Analytics Monitoring:** The Contractor shall monitor website analytics to evaluate digital engagement and performance.
- I. **QR Code Utilization:** The Contractor shall measure QR code utilization to assess accessibility and user engagement.
- J. **Media Impressions Tracking:** The Contractor shall track media impressions to evaluate campaign visibility and reach.
- K. **Community Engagement Assessment:** The Contractor shall assess community engagement across events and activities.
- L. **Quarterly Reporting:** The Contractor shall provide quarterly performance reports along with recommendations for continuous improvement not later than the 15<sup>th</sup> of March, June, September, and December or otherwise mutually agreed upon.

#### 4.8 Sustainability

- A. **Sustainability Planning:** The Contractor shall develop recommendations to enable Participating Jurisdictions to continue campaign activities following the conclusion of grant funding provided by Virginia OAA.
- B. **Communications Toolkit:** The Contractor shall include in the deliverables a communications toolkit designed for ongoing use by jurisdictions and partners.
- C. **Brand Standards:** The Contractor shall develop brand standards to ensure continued consistency in future communications.
- D. **Editable Templates:** The Contractor shall provide editable templates to support ongoing communications and outreach efforts.
- E. **Training Curriculum:** The Contractor shall develop a training curriculum to sustain capacity-building efforts beyond the grant period.
- F. **Digital Asset Management:** The Contractor shall organize and deliver digital assets to support continued use and accessibility.

- G. **Sustainability Recommendations:** The Contractor shall provide sustainability recommendations to guide long-term planning and implementation.
- H. **Final Report:** The Contractor shall complete a final project report summarizing outcomes, deliverables, and recommendations.

#### 4.9 Project Performance Measures

The Contractor shall assist the County and Participating Jurisdictions in tracking project outcomes, including the following performance measures:

- A. An increase in public awareness over the course of the campaign that SUD is treatable.
- B. Increased awareness of available treatment and recovery resources, focusing on target populations.
- C. A reduction in endorsement of stigmatizing beliefs.
- D. The number of campaign impressions across all media platforms.
- E. Website visits and QR code scans.
- F. Training participation and participant satisfaction.
- G. The number of jurisdictions implementing shared messaging.
- H. Community partner engagement to assess participation and collaboration levels.
- I. Earned media placements to evaluate media reach and visibility.
- J. Ensure alignment with the OAA performance measures: <https://www.oaa.virginia.gov/media/governorvirginiagov/oaa/documents/Performance-Measures.pdf>.

#### 4.10 Project Deliverables

The Contractor shall provide, at a minimum, the following deliverables:

- A. The Contractor shall develop and submit a Project Management Plan outlining project governance, timelines, roles, and implementation structure.
- B. The Contractor shall develop a recruitment plan for the Lived Experience Advisory Committee.
- C. The Contractor shall develop a Strategic Communications Plan to guide internal and external messaging across jurisdictions and audiences.
- D. The Contractor shall develop a Messaging Framework to ensure consistency, accuracy, and alignment of campaign messaging.
- E. The Contractor shall develop a Campaign Brand Guide to establish visual identity standards and ensure brand consistency.

- F. The Contractor shall produce marketing materials to support outreach, education, and campaign visibility.
- G. The Contractor shall develop and produce Public Service Announcements to support broad awareness efforts.
- H. The Contractor shall create a Social Media Toolkit to support partner engagement and coordinated digital messaging.
- I. The Contractor shall develop Resource Landing Pages to centralize access to information and services.
- J. The Contractor shall develop a Regional Training Curriculum to support standardized stigma reduction training across jurisdictions.
- K. The Contractor shall produce training materials to support curriculum delivery across multiple audiences and formats.
- L. The Contractor shall submit Quarterly Progress Reports documenting activities, outcomes, and performance updates.
- M. The Contractor shall develop an Evaluation Dashboard to track key performance metrics and project outcomes.
- N. The Contractor shall prepare a Final Evaluation Report summarizing outcomes, impacts, and recommendations.
- O. The Contractor shall develop a Sustainability Plan to support continuation of campaign activities beyond the funding project period.
- P. The Contractor shall transfer all final creative assets to the County upon project completion.
- Q. Fully understand the details of Virginia's OAA's standards and ensure that all aspects of the OAA standards are adhered to and followed in the campaign.

## 5.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County 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.**

#### 5.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County's Director of Mental Health, Substance Abuse and Development Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the County's Director of Mental Health, Substance Abuse and Development Services 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 Contractor.

#### 5.2 Term

The Contract shall cover the period from February 1, 2027, through February 29, 2028, or an equivalent period depending upon date of Contract award.

#### 5.3 Delays and Delivery Failures

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

#### 5.4 Material Safety Data Sheets

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

#### 5.5 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.

5.6 Payment of Taxes

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

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

5.7 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
  - 1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required,

or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

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

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

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

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

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

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
  4.
    - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
    - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
  5.
    - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
    - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
    - c. Any certificates provided shall indicate the Contract name and number.
  6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
  7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

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

5.8 Hold Harmless

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

5.9 Safety

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

5.10 Permits

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

5.11 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 disabilities 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.

5.12 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.

5.13 Employment Discrimination by Contractors Prohibited \*

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

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, status as a military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

5.14 Drug-free Workplace \*

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

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

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

5.15 Prohibition of Forced or Indentured Child Labor \*

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

A. During the performance of this Contract, the Contractor certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person

younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

5.16 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

5.17 Immigration Reform and Control Act of 1986 \*

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

5.18 Substitutions

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

5.19 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.

5.20 Workmanship and Inspection

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

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

5.21 Exemption from Taxes \*

Pursuant to Virginia 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.

#### 5.22 Ordering, Invoicing, and Payment

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

The Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be electronically submitted to:  
DEPT-MHSADS-FINANCE\_BRANCH@loudoun.gov.

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, interest shall accrue at the rate of one-percent (1%) per month for any late payments.

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

#### 5.23 Payments to Subcontractors \*

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

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

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

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

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

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

5.24 Assignment \*

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

5.25 Termination

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

A. Termination for Convenience

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

B. Termination for Cause

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

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

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

amortized in the price of the supplies or services delivered under the Contract.

5.26 Contractual Disputes \*

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

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

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

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

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

5.27 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.

5.28 Governing Law/Forum \*

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

## 5.29 Notices

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

### **TO CONTRACTOR:**

(TBD)

### **TO COUNTY:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Heather DeHaven

#### **Via delivery method (a) or (b)**

1 Harrison Street, SE, 1st Floor  
Drop Box labeled

#### **"Procurement Bids and Proposals"**

Leesburg, Virginia 20175

**Or**

#### **Via delivery method (c)**

P.O. Box 7000

Leesburg, Virginia 20177-7000

Public access to County facilities is extremely limited. The mailing or delivery by an agent of notice is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the **Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

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

## 5.30 Licensure

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

## 5.31 Authority to Transact Business in Virginia \*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act, Sections 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.

5.32 No Smoking

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

5.33 Background Checks

Background checks of contractor employees and/or subcontractors may be conducted at the discretion of the County after the Contractor identifies those persons who will be working under the Agreement. When this occurs, the Contractor shall not send any workers to the job site whose information has not been provided for the County's background check. The background checks will be paid for by the County. If it is determined in the County's sole judgment, that an individual is not suitable due to the results of a background check, the County has right of refusal for that individual. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the County Contract Administrator.

After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

5.34 Confidentiality

A. Contractor Confidentiality

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

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

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

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

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

B. County Confidentiality

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

5.35 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.

5.36 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 epidemic, pandemic, fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil

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

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

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

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

#### 5.37 Survival of Terms

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

#### 5.38 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.

## 6.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

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

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

6.1 Qualifications, Experience, and Organizational Capacity. **(20 points)**

6.2 Technical Approach and Understanding of the Project. **(25 points)**

6.3 Project Team and Key Personnel. **(15 points)**

6.4 Cost of Services. **(20 points)**

6.5 Oral Presentation and Strategic Communications Demonstration – *Shortlisted Firms Only*. **(20 points)**

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

## **7.0 PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. The proposal shall include a table of contents arranged in the same order and identified with the headings presented below. Offerors shall address each of the specific evaluation criteria listed below, in the order presented below. Failure to include any of the requested information may be cause for loss of points or the proposal may be deemed incomplete and rejected.

### **7.1 Proposal Submission Form and Other Forms to be Completed**

- A. Proposal Submission Form (Signature Page, Pages 42 & 43) to include name and signature of the Offeror's representative authorized to negotiate any aspect of the proposal with the County (RFP Section 8.8).
- B. *Documents: Include required documents, but not limited to the following:*
  - 1. W-9 Form
  - 2. Certificate of Insurance
  - 3. All Addenda issued by the County, if applicable
  - 4. Proof of Authority to Transact Business in Virginia Form (Page 44)
  - 5. Completed Attachments A and B.
- C. *Cover Letter*
  - 1. Commitment to providing the required services.
  - 2. Statements that the Offeror has avoided documented conflicts of interest in violation of applicable federal, state, and local laws (RFP Section 5.12).

3. Statement that the Offeror has read and understands all information contained in the RFP and any addenda (if applicable).

7.2 Qualifications, Experience, and Organizational Capacity. (RFP Section 6.1)

- A. The Offeror should provide a brief history and description of your firm. The response should address the Offeror's qualifications, organizational capacity, and demonstrated experience providing strategic communications, public awareness campaigns, behavior change initiatives, public health or behavioral health communications, multi-jurisdictional projects, and work involving individuals with lived and living experience. State why the firm is uniquely qualified to meet the County and Participating Jurisdictions needs and able to do so on an immediate basis.
- B. The Offeror should demonstrate experience in the following areas:
  1. Developing and implementing large-scale public education, public awareness, or behavior change campaigns.
  2. Providing strategic communications, branding, marketing, and public relations services.
  3. Designing and implementing communications initiatives within the fields of public health, behavioral health, SUDs, or other related human services.
  4. Conducting audience research, message testing, environmental scans, and strategic communications planning.
  5. Developing and managing digital marketing campaigns, social media strategies, earned media initiatives, and multimedia content production.
  6. Facilitating stakeholder engagement, community outreach, public participation, and cross-sector collaboration.
  7. Designing, developing, and delivering curricula, training programs, and adult learning opportunities for diverse audiences.
  8. Developing and implementing program evaluation frameworks, performance measures, data collection strategies, and outcome reporting.
- C. Offerors may satisfy the experience and capability requirements described above through the use of subcontractors; however, the Contractor shall remain fully responsible for the performance, delivery, and compliance of all contractual requirements. Any subcontractors utilized under the awarded Contract must possess the necessary qualifications and experience to perform the specific Scope of Services

assigned to them and must comply with all applicable terms, conditions, and requirements of this solicitation and resulting contract.

- D. Preference may be given to firms that demonstrate experience in one (1) or more of the following areas: SUD or behavioral health communications; recovery-oriented systems of care; stigma reduction campaigns; government or public sector communications; multi-jurisdictional initiatives; and work that incorporates individuals with lived and living experience.

**7.3 Technical Approach and Understanding of the Project. (RFP Section 6.2)**

The Offeror should demonstrate the firm's understanding of the project objectives and the quality, feasibility, innovation, and completeness of the proposed approach for meeting or exceeding the requirements identified in Section 4.0 of this RFP, including project management, strategic communications, creative development, stakeholder engagement, campaign implementation, training, and evaluation.

**7.4 Project Team and Key Personnel. (RFP Section 6.3)**

The Offeror should provide the qualifications, relevant experience, and availability of the proposed project manager, key personnel, subcontractors (if applicable), and overall project team, including demonstrated success delivering similar projects.

**7.5 Cost of Services. (RFP Section 6.4)**

All costs should be detailed in Attachment B: Pricing Proposal, and not contained in lump sum amounts.

The cost estimate includes a line-item breakdown of costs associated with all elements described in Background (Section 3.0) and Scope of Services (Section 4.0) Sections of this RFP. Any personnel hours should be detailed by position title, estimated number of hours of work and estimated cost per hour. The Offeror should ensure reasonableness, competitiveness, completeness, and overall value has been addressed.

**7.6 Oral Presentation and Strategic Communications Demonstration – Shortlisted Firms Only. (RFP Section 6.5)**

Shortlisted Offerors may be invited to participate in an interview and presentation before the PAG. Shortlisted Offerors shall present their proposed approach to implementing the "Recover Out Loud" initiative, demonstrate their strategic communications methodology, describe how they will engage individuals with lived and living experience throughout the project, and respond to questions from the PAG. Evaluation will consider the Offeror's communication skills, creativity, understanding of the Project, Project team, and ability to successfully deliver the required services.

***Note: The twenty (20) points available under Section 6.5 of this RFP will be allocated only to those Offerors invited to participate in the interview and presentation process.***

## 8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 8.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the **ENTIRE** solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an Offeror of its contractual obligations.
- B. Pricing must be submitted on the provided pricing form only (Attachment B). Include other information, as requested or required.
- C. All proposals shall be signed by the individual or authorized principals of the firm.
- D. All attachments to the RFP requiring execution by the Offeror are to be returned with the proposal.
- E. Offerors may submit either a physical (hard copy) response or an online electronic response to this solicitation as provided in the instructions below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic proposal shall take precedence over the physical (hard copy) submission, unless the Offeror specifically states otherwise in their response.
- F. *Instructions for Submitting a Physical (Hard Copy) Proposals*
  - 1. All physical (hard copy) proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening, the title of the RFP, the name of the firm, and the firm's complete return address.
  - 2. Physical (Hard Copy) Proposals may be submitted via one (1) of the following options:

**US Mail to:**

County of Loudoun, Virginia  
Division of Procurement  
PO Box 7000  
Leesburg, Virginia 20177-7000

**OR**

**Hand delivered to:**

County of Loudoun, Virginia  
Division of Procurement  
1 Harrison Street, S.E. 1st Floor

**Procurement Bids and Proposals Drop Box**

Leesburg, Virginia 20175

**OR**

**Private carrier (UPS/FedEx) to:**

Loudoun County Procurement  
1 Harrison Street, S.E.

**ATTN: PROCUREMENT BIDS & PROPOSALS**

Leesburg, Virginia 20175

**Please note:** Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time. Overnight delivery does not guarantee that the proposal will be delivered to the appropriate location prior to the Acceptance Date and Time.

3. Failure by an Offeror to address and label their submission in accordance with the requirements of this section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.
4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive, of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

G. *Instructions for Submitting Online Electronic Proposals*

1. Electronic submissions may be submitted through the County's iSupplier system. Offerors can access iSupplier by clicking here:

[https://ebsprdext.loudoun.gov/OA\\_HTML/AppsLocalLogin.jsp](https://ebsprdext.loudoun.gov/OA_HTML/AppsLocalLogin.jsp).

***Faxed and/or e-mailed proposals will not be accepted.***

2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Offerors should confirm their ability to access and use iSupplier well in advance of the solicitation Acceptance Date and Time to allow sufficient time to request technical support, if needed.
3. Offerors must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.
4. Guides for registration and submitting an online electronic proposal using iSupplier are available on the County's website at <https://www.loudoun.gov/926/BiddersSuppliers-Registration>.

These guides provide detailed instructions for online electronic proposal submission.

- a. iSupplier Registration: Loudoun iSupplier Guide
  - b. Instructions for submitting online electronic proposals: iSupplier Guide for Suppliers – Sourcing (Solicitations/Bid Opportunities)
  - c. Frequently Asked Questions
5. The file(s) attached to the online electronic proposal must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Offerors assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their proposal. Electronic links to proposals are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Offerors are cautioned to ensure that the files attached to proposal are complete. Proposal submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.
  6. An online electronic proposal is not considered successfully submitted unless all necessary files have been uploaded and the online electronic proposal response status is “**Active**”. An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its proposal. Incomplete online electronic responses in “**Draft**” status will not be accepted.
  7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via e-mail at [procurement@loudoun.gov](mailto:procurement@loudoun.gov). Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.
  8. Online electronic proposals are sealed and cannot be opened until the Acceptance Date and Time specified.
  9. Offerors may withdraw their online electronic proposal submission prior to the Acceptance Date and Time. A new online electronic proposal may be submitted to facilitate changes up through the Acceptance Date and Time specified.

H. Proposals must be received by the Division of Procurement prior to 4:00 p.m., Eastern time on the date specified on the cover of the RFP. Time can be verified by visiting <http://www.time.gov>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the Acceptance Date and Time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

## 8.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all Offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the Offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, time and date of opening, and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by **12:00 p.m. Local Time October 27, 2027**. It is the responsibility of all Offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

## 8.3 Completion

Proposal must show number of calendar days required to complete the project or services 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.

## 8.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

## 8.5 Unit Price

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

## 8.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered Free on Board (F.O.B.) Destination, freight prepaid, and allowed. Cash on

Delivery (COD) deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

#### 8.7 Proprietary Information

The submission of trade secrets or proprietary information with a proposal is strongly discouraged. If such information must be submitted by an Offeror in connection with this solicitation, **the Offeror must invoke the specific exclusion or exemption that applies and the protection pursuant to [§ 2.2-4342](#) of the Code of Virginia for it to be exempt from disclosure under the Virginia Freedom of Information Act, Virginia Code [§§ 2.2-3700, et seq.](#), as applicable. Offerors must clearly identify the data or other materials to be protected and state the reasons why protection is necessary prior to or upon submission.** 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. An Offeror shall not designate as trade secrets or proprietary information: (a) an entire proposal; (b) any portion of a proposal that does not contain trade secrets or proprietary information; (c) line-item prices or total proposal prices, or (d) any information that is readily ascertainable by proper means.

**Failure to identify proprietary and confidential information in accordance with § 2.2-4342F of the Code of Virginia may result in the disclosure of information pursuant to a Freedom of Information Act request.** Additionally, the County will not notify the Offeror, or contractor of any request for disclosure of their proposal pursuant to a Freedom of Information Act request. Further, the County assumes no liability for the disclosure or use of information contained in a proposal if not appropriately marked in accordance with [§ 2.2-4342](#).

#### 8.8 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

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

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

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

#### 8.9 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.

#### 8.10 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized 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 Contractor to complete his task.

#### 8.11 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected the Offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County's approval.

#### 8.12 References

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 shall be cause for rejection of proposal as non-responsible. The Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

#### 8.13 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's

reference used in the RFP is descriptive -- **NOT** restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If Offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

8.14 Samples

Samples, if required, must be furnished free of expense to the County on or before the date specified; if not destroyed in examination, they will be returned to Offeror, if requested, at Offeror's expense. Each sample must be marked with the Offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

8.15 Late Proposals

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

8.16 Rights of County

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

8.17 Prohibition as Subcontractors

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

8.18 Proposed Changes to Scope of Services

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

8.19 Work Plan

The Offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed and the relative scheduling of those

tasks including a detailed listing of County and Offeror resources, according to skill level. All deliverable items should be identified and described

#### 8.20 Miscellaneous Requirements

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

#### 8.21 Notice of Award

A Notice of Award will be posted on the County's website (<https://www.loudoun.gov/bids.aspx>).

#### 8.22 Protest

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

#### 8.23 Debarment

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

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

An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement

describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <https://www.scc.virginia.gov>.

8.25 Cooperative Procurement

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

8.26 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>.

8.27 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.

8.28 Legal Action

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



Loudoun County, Virginia

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

RFQ 716025

**“RECOVER OUT LOUD” NORTHERN VIRGINIA REGIONAL  
ANTI-STIGMA CAMPAIGN**

**9.0 PROPOSAL SUBMISSION FORM**

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

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

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 716025 for the price as stated in the price proposal.

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

| ITEM:                               | INCLUDED: (X) |
|-------------------------------------|---------------|
| 1. W-9 Form (8.26):                 | _____         |
| 2. Certificate of Insurance (8.27): | _____         |
| 3. Addenda, if any (Informality):   | _____         |

- B. Failure to provide the following items with your proposal shall be cause for rejection of the proposal as non-responsible and/or the proposal will be deemed incomplete and rejected. It is the responsibility of the Offeror to ensure that it has received all addenda and to include signed copies with their proposal (8.2).

| ITEM:                                                               | INCLUDED: (X)              |
|---------------------------------------------------------------------|----------------------------|
| 1. Addenda, if any:                                                 | _____                      |
| 2. Payment Terms (5.22):                                            | _____ net 30 or ____ Other |
| 3. Proof of Authority to Transact Business in Virginia Form (8.24): | _____                      |
| 4. Proposal Submission Format (7.0):                                | _____                      |

[PROPOSAL SUBMISSION FORM CONTINUED ON THE FOLLOWING PAGE]

6. Attachment A: References (8.12): \_\_\_\_\_  
7. Attachment B: Pricing Proposal: \_\_\_\_\_

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

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

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

Name of person authorized to bind the Firm (8.8): \_\_\_\_\_

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

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and agrees to the Contract Terms and Conditions as contained herein.*



## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

## HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 716025

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

|                                                                       |                                                                    |
|-----------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Associated Builders & contractors            | <input type="checkbox"/> Loudoun Times Mirror                      |
| <input type="checkbox"/> Bid Net                                      | <input type="checkbox"/> Our Website                               |
| <input type="checkbox"/> Builder's Exchange of Virginia               | <input type="checkbox"/> NIGP                                      |
| <input type="checkbox"/> E-mail notification from Loudoun County      | <input type="checkbox"/> The Plan Room                             |
| <input type="checkbox"/> Dodge Reports                                | <input type="checkbox"/> Reed Construction Data                    |
| <input type="checkbox"/>                                              | <input type="checkbox"/> Tempos Del Mundo                          |
| <input type="checkbox"/> India This Week                              | <input type="checkbox"/> Valley Construction News                  |
| <input type="checkbox"/> LS Caldwell & Associates                     | <input type="checkbox"/> Virginia Business Opportunities           |
| <input type="checkbox"/> Loudoun Co Small Business Development Center | <input type="checkbox"/> VA Dept. of Minority Business Enterprises |
| <input type="checkbox"/> Loudoun Co Chamber of Commerce               | <input type="checkbox"/> RAPID                                     |

☐ Other \_\_\_\_\_

### SERVICE RESPONSE CARD

RFQ 716025

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

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

## ATTACHMENT A: REFERENCES

(Offeror/Firm Name)\_\_\_\_\_

1. Firm Name:\_\_\_\_\_

Contact:\_\_\_\_\_

Title:\_\_\_\_\_ E-mail:\_\_\_\_\_

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

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

Type of Services Provided:\_\_\_\_\_

2. Firm Name:\_\_\_\_\_

Contact:\_\_\_\_\_

Title:\_\_\_\_\_ E-mail:\_\_\_\_\_

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

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

Type of Services Provided:\_\_\_\_\_

3. Firm Name:\_\_\_\_\_

Contact:\_\_\_\_\_

Title:\_\_\_\_\_ E-mail:\_\_\_\_\_

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

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

Type of Services Provided:\_\_\_\_\_

## ATTACHMENT B: PRICING PROPOSAL

(Cost of Services)

| 1. DIRECT LABOR<br>(Specify Labor Categories)             | ESTIMATED HOURS | HOURLY RATE | ESTIMATED COST | PRICE |
|-----------------------------------------------------------|-----------------|-------------|----------------|-------|
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
| 1. DIRECT LABOR TOTAL                                     |                 |             |                | \$    |
| 2. OTHER DIRECT COSTS                                     | QUANTITY        | COST        | ESTIMATED COST | PRICE |
| a. TRAVEL                                                 |                 | \$          | \$             |       |
| 1. Transportation                                         |                 | \$          | \$             |       |
| 2. Per Diem                                               |                 | \$          | \$             |       |
| (Check Current County Travel Policy)                      |                 | \$          | \$             |       |
| a. TRAVEL SUBTOTAL                                        |                 |             |                |       |
| b. EQUIPMENT, MATERIALS, SUPPLIES<br>(Specify Categories) | QUANTITY        | COST        | ESTIMATED COST | PRICE |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
| b. EQUIPMENT SUBTOTAL                                     |                 |             |                | \$    |
| c. SUBCONTRACTS                                           | QUANTITY        | COST        | ESTIMATED COST | PRICE |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
| c. SUBCONTRACTS SUBTOTAL                                  |                 |             |                | \$    |
| d. OTHER<br>(Specify Categories)                          | QUANTITY        | COST        | ESTIMATED COST | PRICE |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
|                                                           |                 | \$          | \$             |       |
| d. OTHER SUBTOTALS                                        |                 |             |                | \$    |
| 2. OTHER DIRECT COSTS TOTAL                               | (a + b + c + d) |             |                | \$    |
| 3. TOTAL PRICE                                            | (1 + 2)         |             |                | \$    |



### **Cooperative Rider Clause**

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

#### **Format**

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

#### **1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting Contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

- 2.1. The Contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOCG and/or BMC Contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the Contract, on demand and without further approval of Contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total Contract value may result in further negotiations of Contract pricing with the lead agency and participating entities.

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

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