



**TOWN OF LEESBURG  
REQUEST FOR PROPOSALS**

**Council Chamber Audio-Visual Equipment Upgrade**

Issued: August 12, 2015

RFP NUMBER: 100181-FY16-09

PRE-PROPOSAL CONFERENCE September 15, 2015 9:00 AM  
Council Chambers  
25 W. Market St  
Leesburg, VA 20176

PROPOSAL DUE DATE: October 16, 2015, 3:00 P.M.

MAILING ADDRESS: Town of Leesburg  
Procurement Office  
25 W. Market Street  
Leesburg, VA 20176

PROCUREMENT CONTACT: Kathy S. Elgin, CPPO  
Procurement Officer  
Phone: 703-737-7176  
E-mail: [kelgin@leesburgva.gov](mailto:kelgin@leesburgva.gov)

NOTICE OF ADDENDUM – All addenda will be posted to the Town’s Bid Board located at [www.leesburgva.gov/bidboard](http://www.leesburgva.gov/bidboard). Addenda will also be sent to the email address used by the Bidder when “Registering” on the bid board. It is the bidder’s responsibility to register and to provide a valid email address thereby ensuring receipt of all posted addenda.

# Table of Contents

I.	Scope of Work .....	3
II.	Contractor Scope of Services.....	4
III.	Project Schedule.....	9
IV.	Proposal Format .....	9
V.	Evaluation, Selection, and Award Criteria .....	10
VI.	Terms and Conditions.....	11
VII.	Submittal Instructions .....	16
VIII.	RFP Submission Form .....	16
IX.	Sample Contract.....	18

**I. Scope of Work** - The Town of Leesburg is seeking proposals from qualified Offerors to provide professional recommendations for the equipment and system(s) which, when installed, will accomplish the objective of providing a state-of-the-art audio-visual capability for the Town Council Chamber. The contractor will provide, install, implement, document and maintain the system and will provide training to Town staff.

A. The Contractor shall provide professional recommendations for the equipment, goods and services necessary for installation and shall be responsible for performing all services as may be required to complete the Audio-Visual System Upgrade which may include, but shall not necessarily be limited to:

- Review of the existing chambers meeting room, audio-visual control room and all relevant equipment currently utilized by the Town to communicate via sight and sound all elements of the proceedings of a public meeting conducted in the facility;
- Develop a plan that demonstrates comprehensive knowledge of the general and specific needs of the Town and recommends a user-friendly, cost-effective, scalable approach to meeting those stated needs through the use of specific goods (equipment) and services (technical support); and,
- Supply, install and programming of all equipment desired by the Town and necessary to affect an operational turnkey “system”.
- Provision, installation, training, warranty and three year on-going maintenance support of all necessary equipment as mutually determined by the Contractor and the Town pursuant to this procurement.
- The council chamber meeting room is located within the Town Hall in Leesburg, VA. The meeting room is used, primarily, by the Town Council, the legislative body of the Town, for public meetings. It is also utilized for meetings by various local boards and commissions and for other public purposes.
- The most apparent deficiencies are the audio, video, remote access and acoustical elements of the room and the broadcast such that they can be clearly seen and heard by the council members, the audience in the room, and the audience viewing at home. The meetings are broadcasted on the local Comcast and Verizon public access cable and are live streamed through the Granicus application.
- The overall plan needs to be broken down into three years. It is up to the desire of Town Council to fund all three years of the project. The critical issues and the year to include them in the plan are listed below:

B. Critical Issues:

**Year 1**

- Audio System upgrades
- Microphone Upgrades
- Council Chamber Sound System.
- Assisted Listening Device Upgrades
- Presentation and system control Equipment dais and podium
- Control Room Audio-Visual Equipment
- Cabling
- Digital Media Switcher
- Control Processor
- Web/Audio Video Conferencing
  - The ability to allow for conference web/audio and video conference calls into the system. The conference bridge shall integrate with the Town's Cisco voice over internet protocol system (VOiP) and Webex.
  - Allowing multiple parties outside of the Council Chambers to call or video in and participate in a meeting as if he or she were present in the room.

**Year 2**

- Monitors
  - Adding at a minimum one large confidence monitor on a wall across from the dais that will show presentations from computers, laptop, tablets, videos, live television feeds, etc.
  - Cabling, Power and support for the monitors will be run by the contractor.
- Wireless touch screen Presentation and System Control equipment
- Re-wiring of the dais
- Acoustical elements, such as acoustical panels or skin to the walls of the council chamber and other areas as necessary to achieve an environment that reduces the echo in the Council Chamber.

**Year 3**

- Video production.

**II. CONTRACTOR SCOPE OF SERVICES**

A. **QUALITY OF MATERIALS AND EQUIPMENT** - All materials and equipment supplied by the Contractor shall be new and shall meet or exceed the latest published specifications of the manufacturer in all respects.

B. **DESIRED OUTCOMES AND MINIMUM COMPONENTS**

1. Ensure that presentations can be clearly seen and heard by Council members, the audience in the room, and the audience at home. This should include direct feed capabilities.
2. Ability to remotely video meetings in the Council chambers for live broadcast or storage on video for later editing and use. Equipment may include remote video cameras, remote movement control and switches (at panel) cut between cameras, character generators, playback machines, portable digital video camera, non-linear editing suite
3. Flexibility in accommodating presentations using a variety of electronic equipment. Equipment may include high-resolution projectors/flat screen monitors, screens, digital sound system, PC's.

#### C. CONTRACTOR'S DOCUMENTATION

1. Prior to the Town's approval of the final design, the Contractor shall prepare a mock up for the Town Council to show the placement of the proposed system's components and discuss the system's capabilities and features.
2. Prior to fabrication, the Contractor shall submit to the Town for approval, any custom designs pertaining to the system. These designs may include, but are not necessarily limited to the following:
  - All panels, plates, and designation strips, including details relating to terminology, engraving, finish and color.
  - All requirements for custom millwork, cabinetwork and carpentry including freestanding furniture.
  - Schematic drawings of all custom circuitry.
  - All unusual equipment modifications.
3. Prior to assembly and installation, the Contractor shall submit the following to the Town for approval:
  - System functional block drawings, including those for video, audio, and control systems.
  - Run sheets of field wiring drawings.
  - Patch panel assignment drawings.

- Equipment modification drawings.
  - Final schematic drawings of any custom circuitry including receptacle pin numbers and all component callouts.
  - Front mechanical drawings of each equipment rack.
4. At the completion of the installation, the Contractor shall provide the following:
- Documentation of the completion of training of selected Town personnel.
  - Equipment manufacturer's operation manuals for each piece of equipment.
  - "As-built" drawings for the total system provided pursuant to this procurement.
  - A System Operation Manual specific to the system provided pursuant to this procurement.
- D. **SUB-CONTRACTING** - No sub-contract will be permitted for the Contractor's responsibilities as described herein unless specifically identified in the Proposal and approved by the Town. If the necessary use of a subcontractor is discovered after submission of the proposal, prior without authorization by the Town must be obtained before the subcontract will be allowed to perform any work for the Town.
- The Contractor will be responsible for the successful implementation of any element of the system provided pursuant to any contract resulting from this RFP, even though the Contractor may have subcontracted a portion of the installation or had certain manufacturers install their own equipment.
- E. **COOPERATION WITH OTHER TRADES** - It will be the responsibility of the Contractor to cooperate at all times, and to the fullest extent, with all trades doing work in the building so that lost time, work stoppages, interference and inefficiencies do not occur.
- F. **EQUIPMENT DELIVERY AND STORAGE** - Costs of all shipping to this site, and all unusual storage requirements will be the responsibility of the Contractor. Further, it will be the responsibility of the Contractor to make appropriate arrangements, and to coordinate with authorized personnel at the site, for the proper acceptance, handling, protection, and storage of equipment so delivered.

G. CLEANUP AND REPAIR - Upon completion of the work the Contractor will be required to remove all trash from and about the premises, and shall leave work areas and all equipment clean and in working order. The Contractor will, at no cost to the Town, repair or cause to be repaired any damaged portion of a building or any damaged equipment that can reasonably be assumed to have been damaged due to the negligence of the Contractor.

H. OWNER/OPERATOR TRAINING - The Contractor will provide system training for personnel selected by the Town and the Towns Cable television provider, to instruct such personnel in the competent operation and maintenance of the audio-visual system. Demonstration and documentation that selected personnel have obtained a level of competency adequate for operation and maintenance of the system shall be the basis for a determination by the Town that the Contractor has satisfied this requirement.

I. INSTALLATION PRACTICES

1. General - Installation will include the delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters or other structures where required, interconnecting wiring of the system components, equipment alignment herein which is necessary to result in a complete and operational system.

All installation practices shall be in accordance with, but not limited to, the requirements specifically provided herein. Installation shall be performed in accordance with the applicable standards, requirements, and recommendations of the national and local authorities having jurisdiction.

If, in the opinion of the Contractor, an installation practice is desired or required, which is contrary to these specifications or drawings, a written request for modification can be made to the Town but in no case may modifications be made without written approval from the Town.

During the installation, and up to the date of final acceptance, the Contractor will be responsible for the protection of all finished and unfinished work against damage or loss. In the event of such damage or loss, the Contractor shall replace or repair such work at no expense to the Town. Contractor shall ensure that work does not interfere with the regularly scheduled meetings of the Town Council and Planning Commission.

2. Physical Installation - All equipment shall be firmly secured in place unless requirements of portability dictate otherwise.

Fastenings and support shall be adequate to support loads with a safety factor of at least two (2). All boxes, equipment, etc. shall be secured plumb and square.

In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.

3. Cable Installation - Contractor shall provide number or letter cable markers at both ends of all wiring. There shall be no unmarked cables at any place in the system. Marking codes used on cables shall correspond to codes shown on drawings and/or run sheets.

All intra-rack cabling shall be neatly strapped, dressed, and adequately supported.

Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules. All cables shall be grounded according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed.

4. Millwork. Prior to fabrication, the Contractor shall submit to the Town for approval, any custom designs pertaining to the system.

J. ITEMS TO BE PROVIDED BY OTHERS - Certain equipment, materials and labor may be provided by others. This will include, but may not necessarily be limited to the following:

1. All conduits, wire ways, connection boxes, pull boxes, junction boxes permanently installed in walls, floors, and ceilings. The Contractor is expected to utilize plenum whenever practicable.
2. All electrical circuits are required to power the audio-visual equipment. The Contractor shall provide to the Town notice of electrical requirements at least 30 days prior to anticipated use of that electrical service.
3. All mill work, cabinetwork, and carpentry required to contain or conceal audio-visual equipment and materials. This includes any free-standing furniture.
4. At the discretion of the Town, any specific audio or visual equipment recommended by the Contractor for installation as part of the "system" that is in all material respects comparable and compatible and more than ten percent (10%) less expensive if purchased from another qualified supplier.



NOTE: While it is the intent of the Town to procure a “turnkey system”, the Town must be assured competitive pricing for all system components and, further, must be assured that consultation and labor costs are discrete from materials costs.

### III. Project Schedule:

October 6, 2015	Deadline for submitting proposals
October 14 – 21, 2015	Short list presentations
October 27 or November 10, 2015	Award of contract
December 9, 2015 – January 8, 2016	Implementation
January 11, 2016	“Go-Live”

### IV. Proposal Format

Proposals are to be submitted in a format that allows uniform review and easy access to information by the Evaluation Team. A Table of Contents shall be provided and pages and exhibits numbered in an organized manner.

The items to be addressed in the proposal are listed below. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content. Proposals should contain no more than 30 double-sided pages. Covers, dividers (i.e., sheets that are blank on both sides), and any addenda will not be counted as part of the sheet count.

- A. RFP Submission Form - See Section VII
- B. Qualifications and Experience – Provide details of similar engagements that have been completed within the last 3 years. Of significant interest are engagements that have been fully operational for more than 12 months.
- C. Implementation Plan/Project Management - Provide a one-page description of project implementation and management to include project staffing, sub-consultants, if any and your firm’s management approach to ensure quality control and completion of the project within specified time frames.
- D. Cost Proposal – To include the initial acquisition, implementation, training, and maintenance and upkeep for the next 3 to 5 years.

### V. Evaluation, Selection, and Award Criteria

The Town intends to award this contract on the basis of competitive negotiation as outlined in the Virginia Public Procurement Act – Section 2.2-4301.3.b “Competitive Negotiations; Procurement of other than professional services.” Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation criteria listed below. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have

been conducted with each offeror so selected, the Town shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

The evaluation and selection of the contractor will be based on the following criteria:

The Evaluation Committee will use the following criteria in its review and evaluation of the Proposals:

- A. Experience of the Offeror in providing audio-visual consultation services for other jurisdictions and/or customers with projects of similar scope;
- B. Performance record and demonstrated ability to work with a municipal organization to provide the requested services, produce quality work, meet schedules, and generate related reports in a timely and efficient manner;
- C. Technical Approach
  - Plan and method(s) to meet the needs of the project
  - Comprehension and soundness of assessing the purposes and objectives of the proposed audio/visual retrofit and upgrade project.
- D. Key Personnel
  - Experience, qualifications, technical competence and certifications of personnel proposed to be assigned to the project.
  - Proposer's commitment to provide identified personnel for the duration of the project.
- E. Demonstration of financial resources and the ability of the Proposer to perform the specified services for the duration of any contract resulting from this RFP.
- F. Location of the Proposer's office that will have the responsibility for providing the services and the ability of the proposer to respond quickly to requests and requirements of the Town.
- G. Cost will be considered, but will not be sole factor used in determining the successful Contractor. Cost estimates for design, equipment and installation are to be stated separately.

## **VI. Terms and Conditions**

- A. Rejection of Proposals – The Town reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.

- B. Contract Execution – In the event that the offerors to whom the proposal is awarded does not execute the contract included herein within 30 days after the notice of intent to award, the Town may give notice to award the proposal to the next most qualified offeror, or to call for new proposals, and may proceed accordingly. Any exceptions to the standard contract included herein must be included in your proposal.
- C. Inquiries – All inquiries concerning this RFP must be directed, **in writing**, to the Procurement Contact listed on the cover page of this RFP. The last date questions will be entertained is five days prior to the due date noted on the cover page of this RFP. A copy of all written questions received, and subsequent responses provided, will only be emailed to those firms that provided valid email addresses in the bidder registration process on the Town’s Bid Board found at [www.leesburgva.gov/bidboard](http://www.leesburgva.gov/bidboard). Responses will also be posted on the bid board of the Town’s website.
- D. Understanding of RFP – Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
- E. Assignment of Contract – The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval in advance and in writing by the Town Manager or the Town’s Procurement Officer.
- F. Exceptions to RFP – Offerors taking exception to any part or section of this RFP shall clearly indicate such exceptions in their proposal. Failures to indicate any exceptions shall be interpreted as the offeror’s intent to fully comply with the RFP as written. Conditional or qualified proposals are subject to rejection in whole or in part.
- G. Laws and Regulations – Any contract awarded shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Commonwealth of Virginia. Firms must comply with all registration and licensing requirements.
- H. Collusion among Offerors – More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in

such collusion may not be considered in future proposals for the same work. Each offeror, by submitting a proposal and the attached RFP Submission Form, certifies that it is not a party to any collusive action.

- I. Qualification Of Offerors – Each Offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
- J. Liability – The successful Offerors will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
- K. Relation To Town – It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- L. Expenses Incurred in Preparing Proposal – The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
- M. Offeror Responsibility – Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.
- N. Protest Of Award Or Decision To Award – An Offeror may protest an award or decision to award a contract under procedures as set forth in the Town of Leesburg Procurement Policy.
- O. Ethics In Public Contracting – This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of

Title 18.2, and the Virginia Public Procurement Act, Article 6, of Chapter 43 of Title 2.2 of the Code of Virginia.

- P. Insurance Requirements – Offeror shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Offeror shall also carry automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Offeror shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, Offeror shall also carry other insurance coverage deemed by the Town to be appropriate to his agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Town.

- Q. Business, Professional, And Occupational License (BPOL) – All firms conducting business for the Town of Leesburg are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance (excerpt below). Wholesale and retail merchants without a business location in Leesburg, Virginia are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-2717.
- R. Other Licenses and Permits – The Offeror shall pay all Town, County, State, and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable work thereto, under whatever name levied.
- S. Ownership of Documents – The Offeror agrees that all information, finished or unfinished documents, data, studies, surveys, specifications, records, reports and other material gathered and/or prepared by or for it under the terms of the Contract shall, at the Town’s option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Offeror.
- T. Employment Discrimination By Contractors Prohibited – Every contract in excess of \$10,000 shall include the following provisions:

1. During the performance of a contract, the Offeror shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
2. The Offeror will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

- U. Drug Free Workplace – Pursuant to section 2.2-4312 of the VPPA. Drug-free workplace to be maintained by contractor; required contract provisions. – All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the Offeror 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 on behalf of the Offeror that the Offeror 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 Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- V. Faith Based Organizations – Pursuant to Section 2.2-4343.1 of the VPPA – The Town does not discriminate against faith-based organizations.

- W. Payment Clauses – Pursuant to Section 2.2-4354 of the VPPA –
1. Within seven days after receipt of amounts paid to the Offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:
    - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
    - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
  2. Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
  3. The Offeror will pay interest to the subcontractor on all amounts owed by the Offeror that remain unpaid after seven days following receipt by the Offeror of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.
  4. “Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.”  
The Offeror will include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

## **VII. Submittal Instructions**

- A. One original and four copies of the proposal must be received by the due date by the person at the address specified on the cover page of this RFP. Proposals must be placed in a sealed envelope bearing the name of the offeror, the offerors address and the title and due date of the proposal. The proposal shall be signed in the name of the offeror and bear the signature of the person duly authorized to bind the firm in a contract. The name, address, and phone number of the point of contact shall be identified.

- B. Late Proposals - It is the responsibility of the offeror to insure that the proposal arrives on time and at the proper location. Late proposals will not be considered.



**VIII. RFP Submission**

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_  
Organized under the laws of the State of \_\_\_\_\_  
Principal place of business at \_\_\_\_\_  
Federal Id Number \_\_\_\_\_ Registered Agent \_\_\_\_\_

Following are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL**

**IX. Sample Contract** The following is an example professional services contract and is for information purposes only.

**CONTRACT NO.**

**[SOLICITATION TITLE]**

This **CONTRACT** (the “**CONTRACT**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “**TOWN**”), a municipal corporation, and \_\_\_\_\_, a \_\_\_\_\_ having a usual place of business at \_\_\_\_\_ (the “**CONTRACTOR**”).

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **Provision of Services.** **The Contractor hereby agrees to provide the following services to the Town:**
  
2. **Contract Documents.** The Contract Documents consist of this Contract, the RFP, the Town Purchase Order and the \_\_\_\_\_ proposal, dated \_\_\_\_\_. Where the terms of this Contract and the Contractor’s proposal are at variance, the provisions of this Contract shall prevail.
  
3. **Contract Term.** The term of this Contract for services will be ninety days. A preliminary report will be due forty-five (45) days after award of contract, followed by two weeks of review by Town staff with the final report (paper copy and CD) delivered thirty (30) days after review comments.
  
4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph numbered 5 of this Contract.

The contract for services during construction will be awarded on a “cost plus fixed fee,” based on hourly rates for services provided with an upper, not to exceed limit for professional services. The total project cost shall not exceed amount.

5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed as follows:

**[PAYMENT TERMS OR SCHEDULE]**

Payment will be made upon receipt of an invoice, which details the hours worked and services performed. The invoice must be mailed to the address specified below and must reference the purchase order number.

Town of Leesburg, 25 W Market St, Leesburg, VA 20176.

6. **Applicable Law and Courts.** This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.
7. **Assignment of Contract.** This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.
8. **Audit.** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.
10. **Notice.** The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:
  1. For TOWN:
  2. For Contractor:

The parties may amend such addresses by written notice to the opposite party at the given address.

11. **Termination by Town**

- A. By Town without cause. The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.

Notwithstanding the foregoing, the Offeror agrees that any resulting contract shall be subject to annual appropriations of the Leesburg Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

- B. By Town with Cause. The Town may terminate this contract for cause if the Offeror is in material breach of this Contract fails to adequately remedy such a breach after written notice from the Town and a 14-day period to cure the breach. If this Contract is terminated by the Town for cause, the Town may withhold any further payments to the Offeror until it determines its damages and may sue the Offeror for any damages caused by the breach.
- C. If this contract is terminated by the Town, the Offeror shall, within seven days thereafter, deliver to the Town all Contract Deliverables, as specified in paragraph 13.D., regardless of the current state of completion. In such case, the Offeror grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Offeror, but the Offeror will not be liable for any change or alterations to the Contract Deliverables or for their use in an incomplete state.
- D. If the Town terminates this Contract for cause and it is later determines that such termination was not justified, then the termination shall be converted into one for without cause under paragraph 11.A. and any liability of the Town shall be limited solely to the liability provided by that paragraph for a termination without cause.

12. **Integration Clause.** This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

In witness whereof, the parties below execute this Contract as of the date first above written.

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED  
SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_