



**REQUEST FOR PROPOSAL (RFP)  
PARKING ACCESS & REVENUE CONTROL SYSTEM**

ISSUE DATE: Thursday, July 13, 2017

RFP NO.: 100161-FY18-01

PRE-PROPOSAL MEETING: Thursday, July 27, 2017; 2:00 P.M.

QUESTION DEADLINE: Thursday, August 3, 2017; 5:00 P.M.

PROPOSAL DUE DATE: Thursday, August 17, 2017; 3:00 P.M.

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

CONTACT: Octavia Andrew, CPPO, CPPB, VCO  
Chief Procurement Officer  
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E-mail: [oandrew@leesburgva.gov](mailto:oandrew@leesburgva.gov)

**NOTICE OF ADDENDA:** Any addenda to this RFP will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and will only be emailed to those firms who have ***REGISTERED*** on this site. It is the firm's responsibility to provide a correct email address and to be aware of any addenda.

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## **I. PURPOSE**

The purpose of this Request for Proposal (“RFP”) is to obtain proposals to furnish all material, equipment, labor and supervision to install in place a fully operating Parking Access and Revenue Control System for the parking garage located at the Town of Leesburg’s Town Hall as specified herein. A pre-proposal meeting will be held at 2:00 p.m. on Thursday July 27, 2017 in Lower Level Conference Room #2 of Town Hall, located at 25 W. Market Street, Leesburg, Virginia 20176. Attendance at the pre-proposal meeting is encouraged, but not mandatory.

The required services have been divided into two areas: Project Goals and Requirements and Alternative and Optional Services. Offerors may submit proposals for any or all of the areas. The Town of Leesburg will award contracts to the best overall proposal or combination of proposals deemed to be in the best interest of the Town.

The Town reserves the right to evaluate additional or new equipment and/or services which may be in the best interest of the Town from time to time and may negotiate the price of these services with the successful offeror or to solicit new offers.

## **II. BACKGROUND**

The Town of Leesburg (“Town”) is located 33 miles northwest of Washington, D.C. The Town is approximately 12 square miles in size, with an estimated population of 51,209. As a government entity, the Town of Leesburg is exempt from being taxed on goods and services.

The Parking Access and Revenue Control System will be for the Leesburg Town Hall Parking Garage (25 West Market Street) which is comprised of two vehicle access points – one on West Market Street and one on West Loudoun Street. In total there are 2 entrances lanes and 4 exit lanes. The four level garage includes 267 hourly public parking spaces and 88 monthly reserved parking spaces for a total of 355 spaces. Town employees are allowed to park free of charge in the Parking Garage.

The Parking Garage generates revenue of approximately \$50,000 per year from hourly parkers, which reflects approximately 30,000 to 40,000 payment transactions, of which 15-20% of transactions are via credit card or debit card with the remaining via cash. For hourly parkers, the first hour is free of charge, and the ensuing hours are charged a full hourly rate (no proration) of \$1.00 per hour, Monday through Friday 8am until 7 pm. There is also a parking validation sticker program with downtown merchants that is part of the current manual transaction when applicable that provides for an additional hour of parking free of charge. Further, approximately 150 permitted parking access cards are assigned for monthly reserved spaces and Town employees.

### **III. OFFEROR'S MINIMUM QUALIFICATIONS**

The successful offeror (also referred to herein as "Contractor") must meet the following minimum qualifications:

1. Contractor must have worked successfully with the approved manufacturer's equipment for a minimum of three (3) years. Contractor shall furnish references and reference contact information for at least three (3) locations where the parking system lane hardware and software systems have been installed in similar sized operations. "Installed" is defined by the period after acceptance by the client as a completed, functioning installation.
2. Contractor shall have a factory-authorized service provider that is capable of providing regular same-day service for maintenance and repair of the new Parking Access & Revenue Control System. Service provider shall be located not more than fifty (50) miles from the Town of Leesburg.
3. Contractor shall commit to providing on-site emergency service and repair within a maximum of four (4) hours from notification, 24 hours/day and 7 days/week. Contractor shall commit to routine services and repairs within a maximum of twenty-four (24) hours from notification, 24 hours/day and 7 days/week.
4. Contractor shall verify and show proof that it is an authorized manufacturer representative for the equipment it is proposing to supply under this Contract. Contractor must also provide assurances that it maintains local authorized factory trained service personnel who will be available to provide installation and service support for this contract as required.
5. All parts, special tools, and wiring schematics for the new equipment must be maintained and stocked to assure prompt, satisfactory service.

### **IV. SCOPE OF WORK**

Offerors shall submit a proposal demonstrating their capability for rendering the following required equipment hardware, software, and services needed to provide the Town with a fully operating Parking Access and Revenue Control System.

The requested services have been divided into two areas:

Primary Project Goals and Requirements: Furnishing, installation, configuration, and maintenance services of all the necessary hardware, software and interface components required for a fully functional Parking Access and Revenue Control System.

Alternative and Optional Services:

- a. Alternative and/or optional Parking Access System Solutions models
- b. Parking Space Vacancy Indicator system

Offerors are encouraged to submit proposals as bundled offerings and individual components. The Town will award contracts to the best overall proposal or combination of proposals deemed to be in the best interest of the Town. The Town may also decide not to award one or more of the proposed items.

**A. Primary Project Goals and Requirements**

1. The Work of this Section shall include furnishing all material, equipment, labor, and supervision to install in place a fully operating Parking Access and Revenue Control System.
2. Equipment shall be designed, fabricated, and installed to operate effectively under the climate and conditions to which the equipment will be exposed. All equipment is for exterior use and will be exposed directly to weather, including cold, heat, rain, snow and ice.
3. The successful offeror of the Parking Access & Revenue Control System shall provide a schedule/timeline of installation, to include an experienced field representative to meet with Town staff or its designated subcontractor, before any work begins, to review and coordinate equipment installation plans. Offeror or its contractor shall be required to hold a pre-installation meeting with Town staff or its designated subcontractor to explain project details or necessary precautions for working in an occupied space and to ensure that all required pre-installation work is properly coordinated. Any construction or construction-related work (i.e. concrete pads, mounting bolts, electrical requirements, etc.) will be competitively bid through a separate contract.
4. Provide each entrance lane with:
  - i. (1) Barrier Gate or equivalent technology for each entrance
  - ii. (1) Vehicle Detectors or equivalent technology. The detector loop system, in conjunction with logic within the ticket dispenser, shall provide directional logic to determine the direction of vehicle passage over the loops and alarm for exception ticket occurrences or an equivalent process/technology
  - iii. (1) Barcode/ Proximity Card Reader or equivalent technology with the ability to interface with the Town's Avigilon door access control system that utilizes West Penn AQC3186 cable or equivalent back to a location specified in the building.
  - iv. (1) Ticket dispenser or equivalent technology
  - v. (1) UPS Power Controller
5. Provide each exit lane with:
  - i. (1) Barrier Gate or equivalent technology for each exit
  - ii. (1) Vehicle Detectors or equivalent technology. The detector loop system, in conjunction with logic within the ticket dispenser, shall provide

directional logic to determine the direction of vehicle passage over the loops and alarm for exception ticket occurrences. The Manufacturer shall provide and support three loops to provide directional logic.

- i. (1) Barcode/ Proximity Card Reader or equivalent technology with the ability to interface with the Town's Avigilon door access control system that utilizes West Penn AQC3186 cable or equivalent back to a location specified in the building.
  - ii. (1) Automated Payment station or equivalent technology that enables customers, with valid credit cards and/or pay by phone app to process their payment at the exit without first going to the Automated Walk-Up Pay Station to complete the payment process. The station shall interface with the Town's merchant service processor and pay by phone application vendor.
  - iii. (1) UPS Controller or equivalent technology
6. Provide customers with a number of walk-up pay stations conveniently located in the Town Hall garage or vicinity to allow parkers to pay for their parking time allotment prior to entering their vehicle. The Walk-Up Pay Stations shall:
- i. Accept the ticket dispensed at the entrance gate (or equivalent technology) to complete the payment transaction.
  - ii. Collect payments via debit/credit cards, cash and coin (and make change) as well as accept pay by phone app payments. All payment processing shall be Payment Card Industry (PCI) compliant.
  - iii. Accept a parking validation sticker or equivalent to retain the current validation program for downtown vendors
  - iv. Interface with the Town's merchant service processor (Elavon), pay by phone application vendor (Parkmobile), and the Town's parking enforcement application (Complus). The Town anticipates being responsible for any third party processing fees. The Town reserves the right to change current third party vendors at any time.
  - v. The offeror will need to provide their own network infrastructure; (i.e. routers, switches, computers, servers, etc.). No integration into the Town's IT network will be permitted.
  - vi. Provide for reasonable accommodation for use by individuals with disabilities in order to meet or exceed ADA compliance requirements.
7. Included will be the supply, delivery, unloading, setting, anchoring, electrical, control wiring and communications cable installation, electrical and control wiring termination, start up and testing the system, and all associated equipment necessary to render fully installed and operational equipment. Also included shall be on-site training for Town staff.
8. Installation of the new system shall include removal of the existing Parking Access & Revenue Control System devices being replaced. Offeror or its contractor will

provide an inventory of equipment that will be removed for Town's approval prior to removal. The successful Offeror shall remove the existing equipment located within existing lanes and communication and server rooms in order to install the new equipment. All existing equipment remains the property of the Town and shall be removed with care so as to not damage the equipment and keep intact and operable.

- 9. No existing equipment or materials shall be re-used. This shall not exclude the Town from specifically providing fixtures or equipment for execution of the project as agreed to.

**B. Alternative and Optional Services**

- 1. Alternative Parking Solution: Alternative option for Parking Revenue Control system without the use of gates at the entry ways of the Parking Garage. This solution may utilize technology such as a pay and display or pay by vehicle license plate or pay by phone models. Solution must interface with the Town's current pay by phone vendor.
- 2. Parking Space Indicator System: furnishing all material, equipment, labor, and supervision to install in place a fully operating real-time, stand alone, parking indicator guidance system. Space Indicator System shall provide potential parkers with at a minimum the number of vacant spaces. In addition, any added security camera function should interface with the Town's current system and should utilize any ONVIF Standard capable cameras.

**C. Other**

Offerors are encouraged to provide a description of any additional services available that would enhance the Town's parking access and revenue control system process or be of benefit to the Town.

**V. PROPOSAL SUBMITTAL INSTRUCTIONS**

**A. Submittal Instructions**

- 1. Proposals shall be submitted in sealed envelopes bearing the name of the Offeror, the Offeror's address and the title of the proposal. The proposal shall be signed in the name of the Offeror and bear the signature of the person duly authorized to sign the proposal. The name, address, and phone number of the point of contact shall be identified.

- 2. Submit proposals in a sealed envelope with the following information:

TITLE: Parking Access & Revenue Control System  
RFP NO.: 100161-FY18-01  
DUE DATE: August 17, 2017; 3:00 PM  
LOCATION: Town of Leesburg  
Procurement Division

25 W. Market Street  
Leesburg, VA 20176

3. One (1) original (so marked) and four (4) hard-copies of your proposal must be submitted by the date and time and to the address noted above. In addition, one (1) electronic copy of your proposal should be submitted via USB flash drive. Telephone, fax, electronic, emailed and verbal offers will not be accepted.
4. Offerors assume full responsibility for the delivery of the completed proposal to the address noted above on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the delivery of the proposals. **ANY PROPOSAL RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.**
5. Offerors are directed to use the PROPOSAL FORMS (Attachments A, B, and C) or copies thereof in submitting proposals. Explanatory comments and suggested additional or different services or products should be included in the body of the proposal.
6. In preparing and submitting the proposals, the phrase “NO PROPOSAL” shall be entered on the proposal form for any item or items that are not being included or cannot be met. In the case of a “NO PROPOSAL” remark, the Offeror may offer an alternate service. For any items proposed, it shall be assumed the proposal meets or exceeds the requirements as stated in this RFP document.

**B. Proposal Format**

Offerors shall submit proposals in the following format:

1. Proposals shall include a cover letter, the completed Offeror Submission Form, references, and any other information that you deem appropriate.
2. Proposals shall be submitted on 8-1/2” x 11” paper. Proposals are to be prepared simply and concisely. Elaborate artwork, visual, and other presentation aids are not required.
3. Proposal shall be signed in ink by the principal or individual authorized by the firm.



4. Each copy of the proposal shall be bound or contained in binders, all pages shall be numbered, and shall be organized using tabs in the sequence and format as indicated below:

TAB 1	<ul style="list-style-type: none"> <li>• Table of Contents (1 page maximum)</li> <li>• Executive Summary/Transmittal Letter (1 page maximum)</li> </ul>
TAB 2	<ul style="list-style-type: none"> <li>• Firm Qualifications and Experience (5 pages maximum)</li> <li>• Summary of Key Personnel (2 pages maximum per assigned person)</li> </ul>
TAB 3	<ul style="list-style-type: none"> <li>• Understanding of Project Goals and Criteria of the Scope of Work, utilizing no more than five (5) double sided pages (10 pages maximum)</li> <li>• Proposed Product Information (Images and Specifications)</li> <li>• Additional &amp; Optional Proposed Services (5 pages maximum)</li> </ul>
TAB 4	<p>Proposal Forms</p> <ul style="list-style-type: none"> <li>• Attachment A – Offeror Submission Form</li> <li>• Attachment B – Pricing Form</li> <li>• Attachment C – References</li> </ul>
TAB 5	<ul style="list-style-type: none"> <li>• Exceptions to the RFP</li> </ul>

**B. Proposal Organization**

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the offerors seeking to provide equipment and services in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. Proposals should demonstrate the qualifications of the offeror, including its ability to provide ongoing repair service and maintenance support. It should also specify the offeror’s approach that will meet the RFP requirements.

The proposal should address all the points outlined in the RFP. The proposal should be prepared simply, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP. The submitted proposal shall form an integral part of the resulting Contract by reference.

Therefore, offerors should exercise extreme care in describing what services are included or excluded in the proposal.

## **VI. QUESTIONS AND INQUIRIES**

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by 5:00 p.m. on Thursday, August 3, 2017.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the proposal due date. Additional clarifications to the specifications will also be in the form of a written addendum. All addenda will be posted on the Town's website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents. It is the Offeror's responsibility to obtain all addenda from the Town's website: <http://www.leesburgva.gov/bidboard>

## **VII. EVALUATION AND AWARD**

### **A. Evaluation Criteria**

Proposals will be evaluated on the following criteria and weighted accordingly:

1. Demonstrated ability of the offeror to comprehensively meet all services detailed in the RFP. Proven equipment capabilities, including ability to expand capabilities and provide additional services not currently being requested. Understanding of services and tasks as depicted in proposal – 35%
2. Quality controls in place to ensure high-quality service, the understanding of the Town's needs, and any special processes which the contractor feels may increase its ability to perform the contract. – 10%
3. Comparable experience with other similar sized municipalities, technical capabilities, professional competence and qualifications of the proposed personnel assigned to provide the services. – 10%
4. Cost of equipment and services will be considered based on each item provided as well as the cost in total. Offerors shall list any other free goods and services which may be available to the Town. – 35%
5. Offeror's closest location to include customer service delivery and availability for personal service and consultation. – 10%

### **B. Selection Process**

The evaluation committee will be comprised Town staff from various departments. The Town Staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate a contract in accordance with the process for competitive negotiation described in

Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for non-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 factors involved in the Request for Proposal. The top two or more firms may be invited for interviews and will be invited for negotiations. 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.

**C. Contract Award**

The Town intends to award a contract to a qualified Offeror authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract shall be at the sole discretion of the Town. Award will be made to the Offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the above criteria.

The Town reserves the right to accept or to reject any or all proposals in whole or in part, to make multiple awards, and to waive informalities in the process of awarding this contract. The Town further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the Offeror could propose with respect to both price and technical capability.

The contents of the proposal submitted by the successful Offeror will become a part of any contract awarded as a result of this RFP. The successful Offeror shall be expected to sign a contract with the Town. Additional terms and provisions may be included in the contract, a sample copy of which is enclosed as Exhibit A.

**D. Contract Administration**

All correspondence after contract award is to be addressed to Ellen Windley, Finance Operations Manager, Town of Leesburg, 25 West Market Street Leesburg, VA 20176. Ellen Windley, Finance Operations Manager, Finance and Administrative Services, is the contract administrator assigned to this contract. Mrs. Windley will receive all deliverables and correspondence generated from the resulting contract.

**VIII. TERMS AND CONDITIONS**

**A. Special Terms and Conditions**

1. **Contract Term:** The initial term of this annual, requirements contract shall be for one (1) year with a corresponding annual maintenance and communications service contract. Upon mutual agreement of both parties, this contract may be renewed for up to four (4) additional one-year renewal terms. Pricing for renewal years one and two are expected to remain firm. Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Consumer Price Index Urban (CPI-U) for the Washington-Baltimore

Metropolitan Area for the latest twelve months for which statistics are available. The source for the CPI-U shall be <https://www.bls.gov/regions/mid-atlantic/>.

## **B. General Terms and Conditions**

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
4. **Competition Intended:** It is the Town's intent that this request for proposals permits competition. It shall be the offeror's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.
5. **Understanding of Specifications:** Offerors shall thoroughly examine and be familiar with the Town specifications. 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.
6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the offeror's intent not to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
8. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
9. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.
10. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:

- a. The contractor 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 state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

11. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Trade Secrets and Proprietary Information Disclosure".
12. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
13. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
14. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2717**. Indicate the BPOL license number on the proposal form.

15. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Public Procurement Act.
16. **Safety:** All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation 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.
17. **Termination:** Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

Termination for Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

Termination for Cause: – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and 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.

18. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
19. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the

“Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

It is the Contractor’s responsibility to notify the public body(s) of the availability of the contract.

Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions. If, when preparing such a contract, the general terms and conditions of the public body are unacceptable to the Contractor, the Contractor may withdrawal its extension of the award to that public body.

The Town of Leesburg shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that Public Body by the Contractor.

20. **Modification of the Contract:** This contract may be modified by approved a contract modification or change order signed by both parties in accordance with the VPPA.
21. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
22. **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 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 on 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 any controlled substance or marijuana during the performance of the contract.

23. **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. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.
24. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
25. **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.
26. **Liability:** The successful offeror 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.
27. **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.
28. **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 VPPA.
29. **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 of the Code of Virginia, as amended, and the Town's Procurement Policy.
30. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
31. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 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 \$1,000,000 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.

32. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, 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.

Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

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.

“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.

33. **Prime Vendor Responsibilities:** Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the

offeror's proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

34. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town's Procurement Officer or designee.

## **IX. EXHIBITS AND ATTACHMENTS**

### **A. Exhibits**

The following list of exhibits are to be used as a reference to assist offerors in their proposal submission:

Exhibit A – Sample Town Contract

Exhibit B – Layout of Town Hall Parking Garage

Exhibit C – Pictures of the Town Hall Parking Garage/ Systems

### **B. Attachments**

The following list of attachments must be completed and returned with your proposal submission:

Attachment A – Offeror Submission Form

Attachment B – Pricing Forms

Attachment C – References Form

**EXHIBIT A – SAMPLE CONTRACT**

**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:  
  
[DESCRIPTION OF SERVICES]
  
2. **Contract Documents.** The Contract Documents consist of this Contract, the RFP, the Town Purchase Order and the \_\_\_\_\_ quote, dated \_\_\_\_\_. Where the terms of this Contract and the Contractor’s quote are at variance, the provisions of this Contract shall prevail.
  
3. **Contract Term.** The initial term shall commence on January 1, 2018 and shall continue in force until December 31, 2018. Upon mutual agreement of both parties, this contract may be renewed for up to seven (7) additional one-year renewal terms.
  
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.
  
5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within [PAYMENT TERMS OR SCHEDULE] or after receipt of invoice or completion of services, whichever occurs later.  
  
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.  
  
Mr. Clark G. Case, Director of Finance and Administrative Services, 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**

- A. Termination without Cause. The Town may terminate this Contract for any reason with a ten (10) day written 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 Contractor agrees that any resulting contract is 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 if the Contractor is in material breach with this Contract and fails to adequately remedy such 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 Contractor until it determines its damages and may sue the Contractor for any damages caused by the breach. If the Town terminates this Contract for cause and it is later determined that such termination was not justified, then the termination shall be converted into one 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.
- C. If this Contract is terminated by the Town, the Contractor shall within seven days thereafter deliver to the Town all Contract Deliverables regardless of the current state of completion. In such case, the Contractor grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Contractor, by the Contractor will not be liable for any change or alterations to the Contract Deliverables or for their use in an incomplete state.

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.

13. **Notice of Required Disability Legislation Compliance.** The Town 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, the Town 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 on the basis of disability by public entities. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
14. **Faith Based Organizations.** The Town does not discriminate against faith-based organizations.
15. **Immigration Reform and Control Act of 1986.** By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
16. **Payment to Subcontractors.** Within seven (7) days after receipt of amounts paid by the Town for work performed by a subcontractor under this Agreement, the Contractor shall either: a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under this Agreement; or b) notify the Town 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. Unless otherwise provided under the terms of this Agreement, 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 Town.
17. **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 an Agreement with the Town pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Town may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.
18. **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.
19. **Ethics in Public Contracting.** The provisions contained in Sections 2.2 4367 through 2.2 4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable

to all Contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town 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.

**20. Exemption from Taxes.** Pursuant to Va. Code § 58.1-609.1, the Town 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.

**21. Employment Discrimination by Contractors Prohibited**

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

**22. Drug-free Workplace**

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 on 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 purpose 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.

23. **Delays and Delivery Failures.** Time is of the essence. The Contractor must keep the Town advised at all times of status of parties’ agreement. If delay is foreseen, the Contractor shall give immediate written notice to Town. Should Contractor fail to deliver the proper item/service at the time and place contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Tow, or should the Contractor fail to make a timely replacement of rejected item/service when so required, the Town may purchase item/service of comparable quality and quantity in the open market to replace the undelivered or rejected item/service. The Contractor shall reimburse the Town for all costs in excess of the Contract price when purchases are made in the open market; or, in the even that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor’s nonperformance shall be deducted from the balance as payment.
24. **Substitutions.** No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Town. Where specific employees are proposed by the Contractor for work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the Town agrees to substitution. Requests for substitutions shall be reviewed and may be approved by Town at its sole discretion.
25. **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 Town reserves the right to require immediate removal of any Contractor employee from Town 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 Contract. Further, the Town may, from time to time, make inspections of the work performed under the Contract. Any inspection by the Town does not relieve the Contractor of any responsibility in meeting the Contract requirements.
26. **Contractual Disputes.** The Contractor shall give written notice to the Procurement Officer 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 Procurement Officer 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 Procurement Officer shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town’s receipt of the claim.

The Procurement Officer’s decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager 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.

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 Contract 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.

28. **Force Majeure.** A party 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 party that make performance impossible or illegal, unless otherwise specified in the Contract.

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 Town 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.

29. **Survival of Terms.** Upon discharge of this Contract, Sections (Notice, Indemnification, Governing Law/Forum, and Contractual Disputes) continue and survive in full force and effect.

30. **Insurance.**

Contractor 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.

Contractor shall also carry automobile insurance contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, Contractor shall also carry other insurance coverage deemed by the Town to be appropriate to this 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.

31. **Parties' Relationship.** It is the intent of the parties hereto that the Contractor 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 Contractor, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

- 32. **Ownership of Documents.** Contractor 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 Contractor.
  
- 32. **Non-appropriation.** All funds for payments by the Town under this Contract are subject to the availability of an annual appropriation for this purpose by the Leesburg Town Council. In the event of non-appropriation of funds by the Leesburg Town Council for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the Town will terminate the Contract, without termination charge or other liability to the Town, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Leesburg Town Council shall not be obligated under this Contract beyond the date of termination. The Town certifies that sufficient funds are budgeted and appropriated for the current fiscal year.

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

**TOWN OF LEESBURG, VIRGINIA**

**CONTRACTOR**

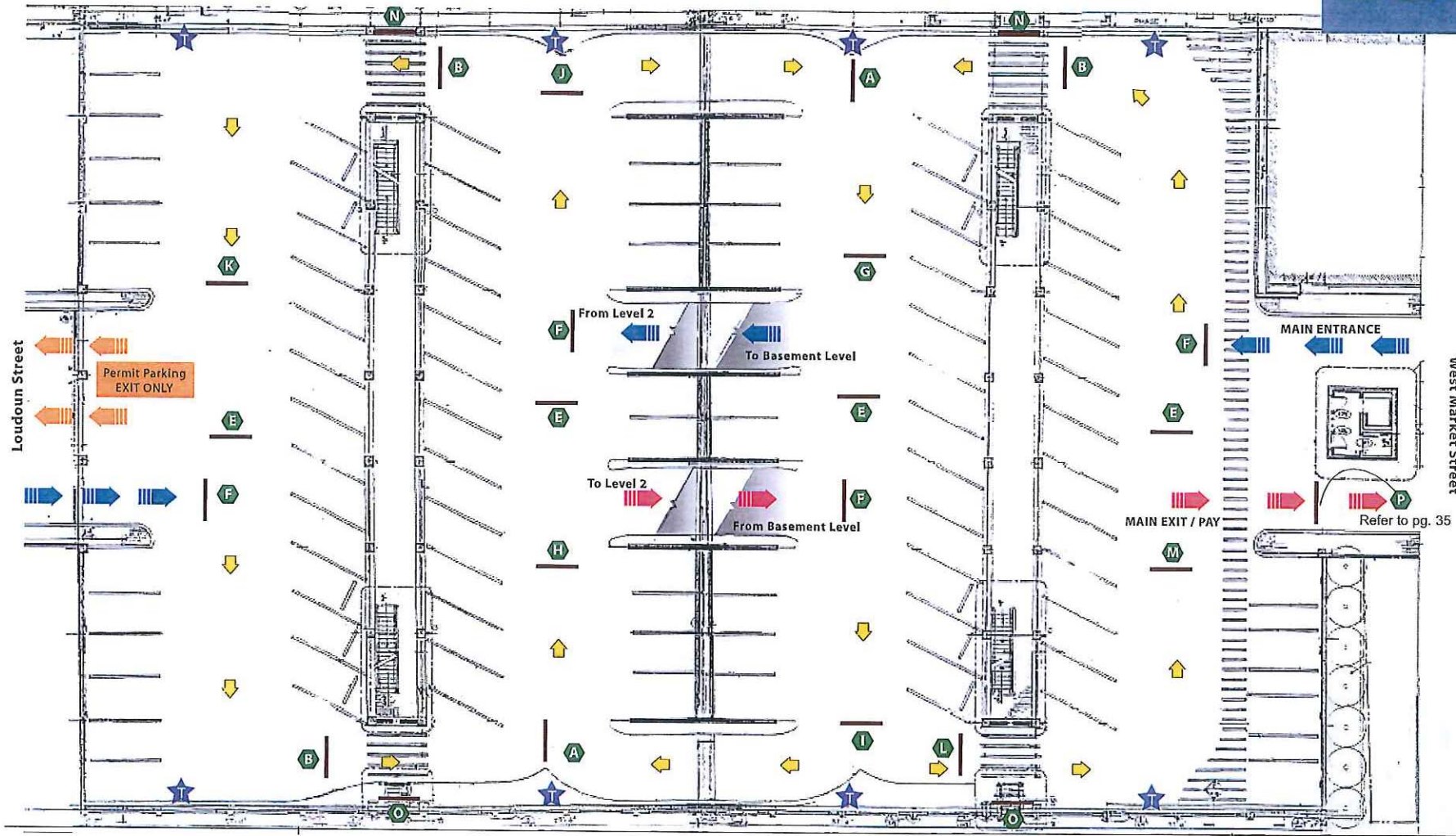
AUTHORIZED  
SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

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

# EXHIBIT B- LAYOUT OF THE PARKING GARAGE



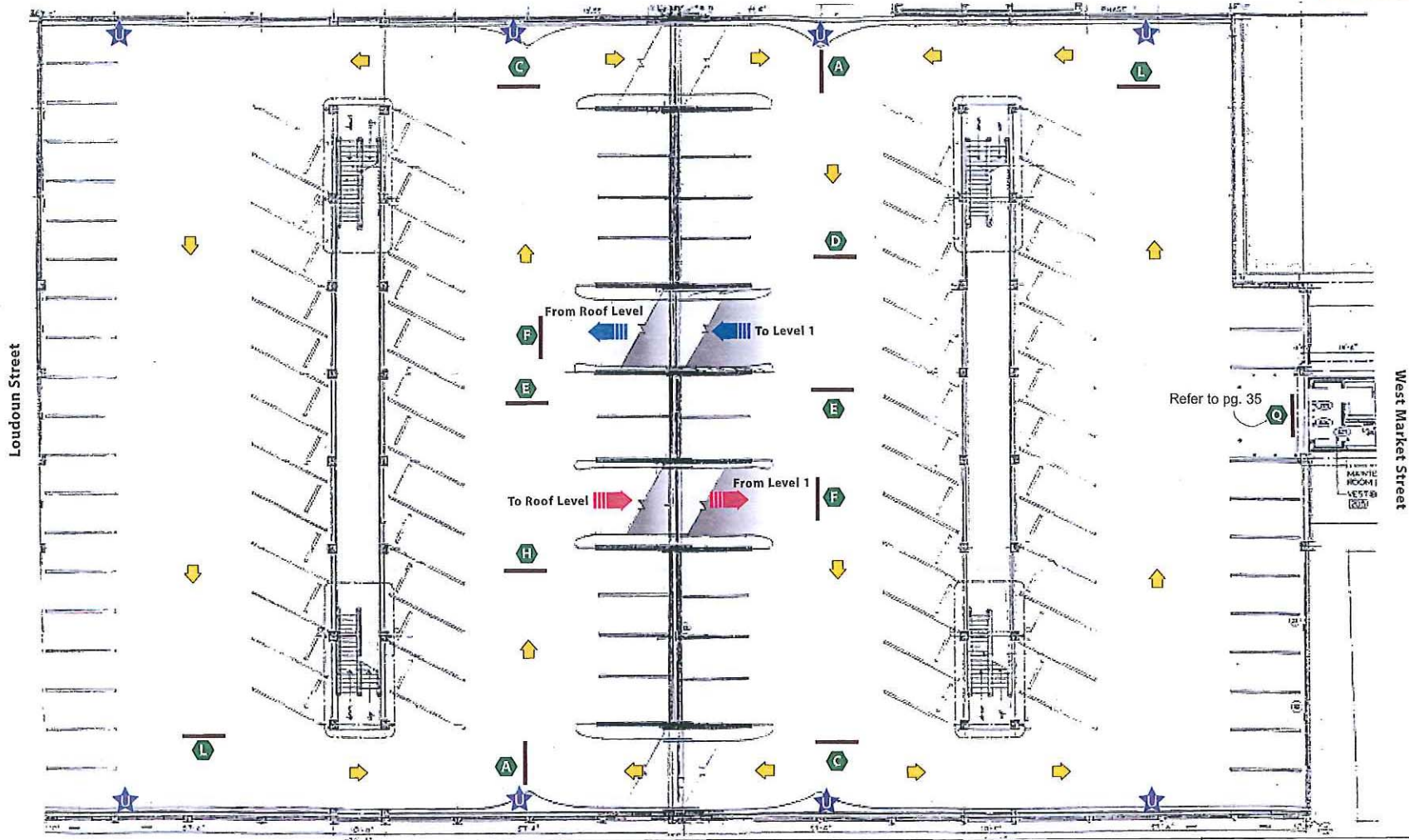
Level 1 (refer to sign schedule, pg. 35)



# EXHIBIT B- LAYOUT OF THE PARKING GARAGE



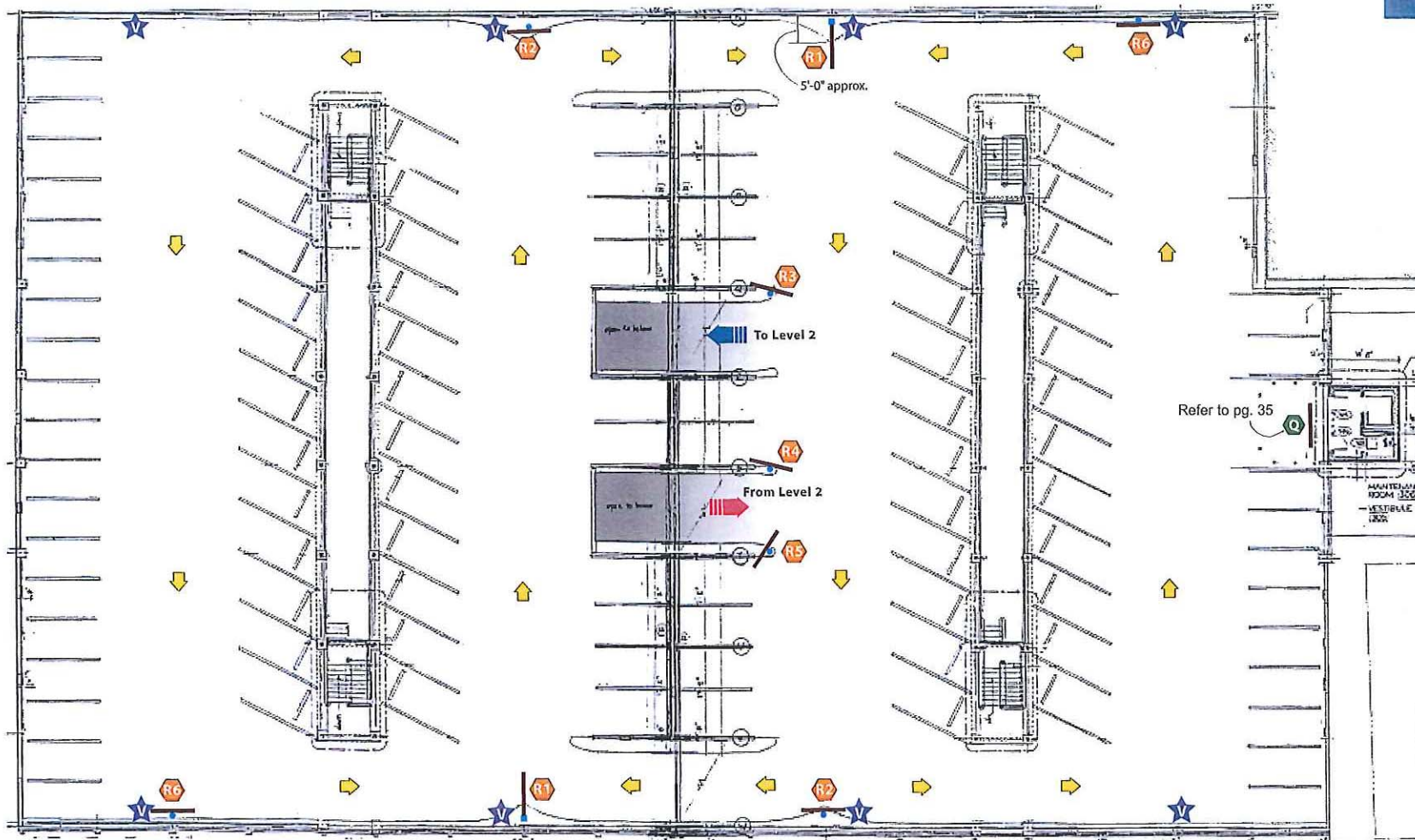
Level 2 (refer to sign schedule, pg. 35)



# EXHIBIT B- LAYOUT OF THE PARKING GARAGE



10. PLAN - SIGN LOCATIONS: ROOF LEVEL



## Exhibit C- Pictures of the Parking Garage

### Market Street Entryway- 3 Entry Points (1 Entrance & 2 Exits)



### Loudoun Street Entryway- 3 Entry Points (1 Entrance & 2 Exits)



## Exhibit C- Pictures of the Parking Garage

### Current Ticket Dispenser & Card Reader at all Entrances



## Exhibit C- Pictures of the Parking Garage

### Various Pictures of the Parking Areas within the Garage



## Exhibit C- Pictures of the Parking Garage

### Various Pictures of the Parking Areas within the Garage (Continued)





## Exhibit C- Pictures of the Parking Garage

### Various Pictures of the Parking Areas within the Garage (Continued)



## Exhibit C- Pictures of the Parking Garage

### Various Pictures of the Parking Areas within the Garage (Continued)



**ATTACHMENT A – OFFEROR SUBMISSION FORM  
RFP NO. 100161-FY18-01**

**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 \_\_\_\_\_  
State Corp. Commission Registration No. \_\_\_\_\_ (attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

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 Supplier [ ] 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 THEIR PROPOSAL*

Please provide additional description in "Line Item Description" column

Parking Garage RFP					
INITIAL / FIRST YEAR COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

INITIAL / FIRST YEAR COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

INITIAL / FIRST YEAR COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

INITIAL / FIRST YEAR COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

INITIAL / FIRST YEAR COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total



INITIAL / FIRST YEAR COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

Please provide additional description in "Line Item Description" column

Parking Garage RFP					
RECURRING / YEAR 2 & BEYOND COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

RECURRING / YEAR 2 & BEYOND COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

RECURRING / YEAR 2 & BEYOND COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

RECURRING / YEAR 2 & BEYOND COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

RECURREING / YEAR 2 & BEYOND COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

RECURRING / YEAR 2 & BEYOND COSTS					
Item No.	Line Item Description	Method and Schedule	Quantity	Unit Price	Line Total

**ATTACHMENT C  
REFERENCES**

**QUALIFICATIONS:** Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements. Provide at least three (3) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past five (5) years. *(please print or type)*

1. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
2. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
3. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
4. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
5. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_