



**TOWN OF LEESBURG
REQUEST FOR PROPOSALS
PARKING METER REPLACEMENT**

Issued September 10, 2013

RFP NUMBER: 100120-FY14-07

PROPOSAL DUE DATE: October 1, 2013, 3:00 P.M.

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

PROCUREMENT CONTACT: Kathy S. Elgin, CPPO
Procurement Officer
E-mail: kelgin@leesburgva.gov

NOTICE OF ADDENDUM – All addenda will be posted to the Town’s Bid Board located at www.leesburgva.gov. 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.

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I. Background and Project Goals

- A. The Town of Leesburg, VA is soliciting proposals from qualified Firms with demonstrated experience in providing single-space parking meter systems commonly referred to as “meters” and supporting software technology. The Town will evaluate multiple Firms and will consider equipment type, implementation method, software support, and financial arrangement that best meets the Town’s needs and interests.

The Town intends to invite the top scoring finalist(s) from the written evaluation for an oral presentation, interview and demonstration of the parking meter design, technology and software.

Currently there are 180 on-street parking stalls that are controlled using traditional “single or double head” parking meters in the Town. It is anticipated that the Town’s meter change out program will begin with the replacement of 10 meters in the first year followed by a gradual change out over the next three to four years. Pricing offered should be fixed for the first two years. Adjustments may be made in years three and four based on documented market price changes.

B. PROJECT GOALS AND OBJECTIVES

- Ensure that the business needs of the Town are met with the best parking technology available at an acceptable cost.
- Identify and obtain an on-street parking payment system and supporting software that can:
 - provide the desired end-user features, functions, and capabilities.
 - provide for growth in operations over the next ten (10) years following system acceptance.
 - Generate data in a format that can be uploaded into our MUNIS financial system to capture financial and usage data.
- Accept multiple methods of payment for parking meter fees.
- Provide new meters to be installed within the Town.
- Obtain a parking meter system that meets the aesthetic requirements of the Town’s old and historic district (fluted poles, black powder-coated, etc.)

In general, the approved Firm shall provide the Town with a reliable single and double-space parking meters which will optimize advanced technology while increasing customer payment options, increase on-street real time parking information, increase revenue opportunities, and enhance enforcement ability.

II. Technical Requirements

- A. Proposals are to describe in detail the proposed metering system. Listed below are known areas of interest:
1. Meters, including mechanisms
 2. Housing and locks Housing (Upper & Lower Housing, Access Doors, Coin system
*All coin and card aperture locations must be compatible with Americans with Disabilities Act (ADA)
 3. Power
 4. Electronics
 5. Display
 6. Coin Validator
 7. Credit Card Reader
 8. Alarms
 9. Spare Parts List and Recommended Inventory Quantities: The Firm shall provide a recommendation on the number of spare parts and a spare parts list that can scale in size based upon the number of installed pay units.
 10. Interface with other payment systems such as pay by phone.
 11. Software (type of architecture, limitations on users ability to make administrative changes such as rate structures or fees)
 12. Management Data and Reports
 13. Unit Programming and Back Office Operations
 14. It is desirable that units are compatible with new technology, upgradeable with improved components or integrating new services without difficulty. Describe how proposed units comply.
 15. Explain how the computer network would process the flow of magnetic strip information from the meters to and from the bank or electronic financial transaction authorization network. Describe, in detail, all of the equipment proposed. Describe in detail the plan for meter auditing and reconciliation procedures that track electronic revenues from the meters to the financial clearinghouse. The clearinghouse system must conform to International Standards Organization (ISO) standards for authorization messages and encryption.
- B. Installation of units
1. The Town will install the base or pole, per factory specifications.
 2. Local distributor loads all system functionalities and pretests meter equipment
 3. Local distributor delivers fully prepared meter.
 4. Town takes possession of the unit and then Town installs equipment on-street.
- C. Proposals are to describe various warranty options and support details to be expected throughout the various phases of the project, including:
1. Implementation Plan
 2. Establishing pre-delivery unit preparation standards
 3. Training Town staff
 4. Technical support (hours, response time protocols, personnel and their qualifications, etc.)

5. Parts and Manuals

III. Proposal Format and Content

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 and dividers (i.e., sheets that are blank on both sides) will not be counted as part of the sheet count.

A. Letter of Interest - The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

B. Firm Qualifications and Experience - Firm qualifications will include at a minimum:

1. Firm Background - Provide information on the number of years the Firm has been in the business of providing on-street parking payment equipment and technology.
2. Client References - Provide a minimum of *five (5)* client references. References should be cities or other large public sector entities and only where the equipment/technology recommended to this proposal is in place in a municipal on-street parking system. Provide the designated person's name, title, organization, address, telephone number, fax number, and the project(s) that were completed under that client's direction. The Town reserves the right to contact these references and also request additional client names to contact if desired.
3. Number of Current Installations: The Firm will include an approximate number of public entities it is currently serving with the product it is proposing in this proposal and an approximate number of installed pay stations it is proposing in this proposal presently in service within North America.

C. Project Management

1. Management personnel that will be assigned to this project. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the Town.

This description should include (at minimum):

- Name and qualifications of Project Lead and others (including subcontractors) who will be assigned to participate in the equipment trial.
 - Resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
 - Experience with managing and accurately reporting performance data for proposed equipment/technology in other municipal venues.
2. Written narrative of Firm's understanding of the project, its goals and objectives and its approach to assisting in the performance tracking outlined in Section 2: Technical Requirements.
 3. A brief summation or "executive summary" of the highlights of the proposal and the overall benefits of the proposal to the Town. This summation will include a discussion of any and all methodologies or approaches to the Scope of Services. The summation should be easily understood.
- D. Technical Requirements - The Firm shall demonstrate how the technical requirements are being met or exceeded in their proposal. (Page 17)
- E. COST Proposal - Firms shall provide the contract pricing information outlined on the Pricing Page.

The Firm shall provide the following basic cost information:

- Cost per unit (single & double heads)
- Monthly Maintenance – per unit
- Monthly Supplies – per unit
- Monthly Wireless charges – per unit
- Credit Card Fees and/or Bank Transaction Charges
- Other Transactions fees or costs
- Cost of warranty – per year
- Cost per sensor
- Monthly sensor cost

F. RFP Submission Form

IV. 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." Based on the Proposal Evaluation Criteria listed below in Section IV, the Evaluation Team will determine the highest-ranked Offerors. The top two or more Offerors may be required to make an oral presentation of their proposal and

demonstrations of their products. Discussion will ensue with two or more of these firms that will then be invited to submit a best and final offer.

The contract will be awarded to the firm whose overall proposal, interviews, demonstrations and final offers are deemed to be in the best interest of the Town.

- A. Firm Qualifications
- B. Management Proposal
- C. Technical Requirements
- D. Cost/Contract Pricing

V. 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. 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, drawings, maps, specifications, models, photographs, 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.

VI. 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. 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.

VII. 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

VIII. **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:**
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 will be for a XXXX year period.
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 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 _____

PRICING PAGE

1. Purchase price of equipment per unit inclusive of all Technical Specifications and warranty but NOT including either of the following two items (#2 and #3) \$ _____
a. Number of years of included warranty _____ years

2. Maintenance:
a. Monthly fee – flat \$ _____
b. Monthly fee – per number of installed base:
1-99 \$ _____
100-199 \$ _____
200-299 \$ _____
300+ \$ _____

3. Supplies (list and price):

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

4. Extended warranty price per unit annually with purchase of units, #1 above, if fewer than five years is provided in #1 \$ _____
a. Number of years applicable _____ years

Company Name _____
Authorized Representative _____
Signature _____ Date _____