



**REQUEST FOR PROPOSALS
AUDIT SERVICES**

ISSUE DATE: January 19, 2017

RFP NO.: 100161-FY17-21

QUESTIONS DUE: February 3, 2017; 5:00 PM

PROPOSALS DUE: February 16, 2017; 3:00 P.M.

DELIVERY ADDRESS: Town of Leesburg
Procurement Division
25 West Market Street
Leesburg, VA 20176

CONTACT: Octavia Andrew, CPPO, CPPB, VCO
Chief Procurement Officer
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NOTICE OF ADDENDA: Any addenda to this RFP will be posted on the Town's bid board 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.

**RFP NO 100161-FY17-21
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Documents available on Town website at www.leesburgva.gov:

FY 2012 – FY 2016 CAFR:

www.leesburgva.gov/government/departments/finance/financial-reports-cafrs

FY 2017 Adopted Budget/2016-2021 Capital Improvements Program:

www.leesburgva.gov/government/departments/finance/budget

I. PURPOSE

The Town of Leesburg (the “Town”) is requesting proposals from qualified certified public accounting firms to audit its financial statements beginning with the fiscal year ending June 30, 2017.

II. BACKGROUND

The Town serves an area of 12 square miles with an estimated 2016 population of 51,209. The 2010 census population of the Town was 41,818. The Town's fiscal year begins on July 1 and ends on June 30.

A. Services Provided

The Town provides the following services to its citizens:

- General governmental services including: police, refuse collection and disposal, water and sewer utility, airport, parks and recreation, and maintenance of streets and roadways.
- The Town has a total payroll, including benefits of \$38.6 million covering 308 full-time and 7 part-time employees.
- The Town is organized into twelve departments. The accounting and financial reporting functions of the Town are centralized.
- More detailed information on the government and its finances can be found in the Comprehensive Annual Financial Report for fiscal year 2016 and Budget for fiscal year 2016-2017.

B. Fund Structure

The Town uses the following fund types and account groups in its financial reporting:

Individual Fund Type/Account Group	Total Number of Funds	With Legally Adopted Budgets
General Fund	1	1
Special Revenue Funds	1 – Non-major	1
Capital Projects Fund	1	1
Enterprise Funds	2	1

C. Budgetary Basis of Accounting

The Town prepares its budgets on a basis consistent with generally accepted accounting principles.

D. Federal and State Financial Assistance

In FY 2016, the Town received federal assistance directly from the federal government or as pass through funds from the following agencies:

- Department of Justice
- Department of Transportation
- Department of Homeland Security

E. Pension Plan

The Town participates in the Virginia Retirement System, which is a Multiple-Employer Defined Benefit Plan as well as a hybrid plan. The Virginia Retirement System provides actuarial services for this plan. The Town also offers its employees a choice of deferred compensation plans in accordance with Internal Revenue Code 457.

F. Component Units

The Town has no component units.

G. Joint Ventures

The Town does not participate in any joint ventures.

H. Magnitude of Finance Operations

The Finance Department is headed by Clark G. Case, Director of Finance and Administrative Services, and consists of eighteen full-time and three part-time employees. The principal functions performed and the numbers of employees assigned to each are as follows:

▪ Director of Finance and Administrative Services (CFO)	1
▪ Deputy Director of Finance and Administrative Services/Treasurer	1
▪ Finance Operations Manager	1
▪ Controller	1
▪ Accounting Manager	1
▪ Senior Accountant	1
▪ Lead Customer Service Representative	1
▪ Accounting Associates (payables, real estate, personal property, business licenses, customer service, utility billing)	7
▪ Parking Enforcement Officers (part-time)	3
▪ Customer Service Technician	1
▪ Chief Purchasing Officer	1
▪ Management and Budget Officer	1
▪ Senior Management Analyst	1

I. Computer Systems

The Town uses the MUNIS software developed by Tyler Technologies to process accounting transactions and general ledger information as well as Human Resources and Utility billing.

III. SCOPE OF WORK

A. Auditing and Reporting Services

1. Comprehensive Annual Financial Report (CAFR) - The auditor shall express an opinion on the fair presentation of the Town's basic financial statements as presented in the CAFR in conformity with generally accepted accounting principles (GAAP).

The Auditor will be responsible for preparing the final copies of the financial reports. In addition, the auditor will be responsible for the clerical preparation of the CAFR table of contents, letter of transmittal and all notes to the financial statements.

The auditor shall also perform certain procedures in regards to the required supplementary information and supporting schedules of individual funds that are provided by Town staff.

2. Single Audit - In addition with the audit of the financial statements, the auditor shall examine, perform tests, and report on the Schedule of Expenditures of Federal Awards and all related reports according to Uniform Guidance (2 CFR 200).
3. APA Transmittal Forms - The Auditor of Public Accounts requires all local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. The Auditor shall prepare the required forms, perform the agreed-upon procedures specified in the Uniform Financial Reporting Manual, and submit the forms to the Auditor of Public Accounts by November 30 following the end of the fiscal year.
4. GFOA Certificate of Achievement - The auditor shall provide special assistance to the Town in order for the Town to continue to meet the requirements of the Government Finance Officers' Association of the United States and Canada (GFOA) "Certificate of Achievement for Excellence in Financial Reporting".

This special assistance may include but is not limited to: Review the Town's disposition of the comments generated from the GFOA review of the prior year's CAFR; and, review the CAFR for compliance with GFOA's requirements for the Certificate of Achievement.

5. Report on the census data reported to the Virginia Retirement System (VRS) by the Town - The Auditor shall report on this information in accordance with the Specifications for Audits of Counties, Cities and Towns of the Auditor of Public Accounts, Commonwealth of Virginia.
6. Public Presentation of Audit - The auditor shall present a summary report to the Town Council at the first public session in December unless other arrangements are agreed upon.
7. OS/POS - The Town currently anticipates it will prepare one or more official statements (OS/POS) in connection with the sale of debt securities, which will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the Town, to provide a separate opinion on the basic financial statements to be used with debt offerings; otherwise, the Town prefers to include in the OS/POS the most recently completed basic financial statements and the Auditor's report thereon without further review of the basic financial statements or the OS/POS by the auditing offeror.
8. GASB / FASB Pronouncements - The auditor shall keep the Town fully informed of new Governmental Accounting Standards Board's (GASB) pronouncements and any applicable Financial Accounting Standard Board (FASB) pronouncements. If the Town encounters any difficulties in implementing and complying with the specific reporting requirements mandated by the GASB, the Town may request the auditor's assistance to enable it to comply with these reporting requirements.

B. Auditing Standards To Be Followed

The Auditor shall audit all funds of the Town in accordance with the auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the Uniform Guidance (2 CFR 200); and the Specifications for Audits of Counties, Cities and Towns of the Auditor of Public Accounts, Commonwealth of Virginia.

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with Government Auditing Standards, Uniform Guidance (2 CFR 200).

C. Availability of Prior Auditors Reports and Working Papers

Interested offerors who wish to review prior years' audit reports can review the past five fiscal years' CAFR on the Town of Leesburg website at: www.leesburgva.gov/government/departments/finance/financial-reports-cafrs. Interested offerors who wish to review previous Management Letters should send an email to lbeatty@leesburgva.gov. The Town will use its best efforts to make prior supporting working papers available to offerors to aid

their response to this request for proposals. The audit firm of PBMares, LLP, 558 S. Main St., PO Box 1226, Harrisonburg, VA 22803 performed the Town's audit for the last five fiscal years. The contact is Mike Garber at (540) 434-5975.

D. Working Paper Retention And Access To Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. State Audit Agencies
2. U.S. General Accountability Office (GAO)
3. Parties designated by the federal or state governments or by the Town as part of an audit quality review process.
4. Auditors of entities of which the Town is a sub-recipient of grant funds.
5. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

E. Contact Persons/Locations Of Offices

After contract award, the Auditor's principal contact with the Town will be Lisa Stillman, Controller, who will coordinate the assistance to be provided by the Town to the Auditor. Mrs. Stillman can be notified by writing at 25 W. Market St., Leesburg, VA. 20176, by telephone at (703) 771-2798, by facsimile at (703) 771-2799, or by email at lbeatty@leesburgva.gov.

F. Town's Time Requirements

The Town is subject to certain mandated reporting deadlines, some of which are imposed by legal regulations, which must be met. These include the following but are not limited to:

The Comprehensive Annual Financial Report together with transmittal forms is due to the Auditor of Public Accounts, Commonwealth of Virginia, no later than November 30 of each year.

The Data Collection Form (SF-SAC) is due no later than 30 days after receipt of the CAFR or nine months after the end of the audit period, whichever is earlier.

The Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program should be filed no later than December 31 of each year.

To meet these mandated reporting deadlines, the Town requires the following deadlines of the Auditor:

1. An entrance conference for the purpose of discussing prior audit problems, the auditors work plan, prepared-by-client schedules and the interim work to be performed should be scheduled with the Town, no later than May 15, 2017 for the first year of the Contract. An entrance conference will not be held for subsequent years of the contract unless specifically requested by the Town or the Auditor.
2. During the course of the audit, the Auditor will meet on an as-needed basis with the Town's Controller.
3. The Auditor shall provide the Town with both a calendar of the scheduled work and a list of required prepared-by-client schedules, system generated reports, and letters necessary for both interim work and final test work no later than May 30, 2017 for the first year of the contract, and by May 15 for subsequent years.
4. The Auditor shall complete all fieldwork no later than October 31.
5. The Auditor shall provide the Town with a draft CAFR by November 10, final review comments by November 20 and issue their Auditors' opinions by November 30.
6. The Auditor shall provide APA Transmittal Report and Letter by November 30.
7. The Auditor will present the CAFR and audit findings to the Town Council at the first Town Council meeting in December unless otherwise scheduled by the Town (usually the second Tuesday in December at 7:00 PM).

G. Assistance To Be Provided To The Auditor And Report Preparation

1. Finance Department - The Finance Department has the responsibility for maintaining the general accounts of the Town and is the central oversight and coordinating agency for the town wide audit of financial statements. The Finance Department will provide the support necessary for the completion of a successful audit and will complete all the prepared by client work papers for the auditor prior to the start of fieldwork.

The Finance Department in conjunction with IT staff will be available to provide systems documentation and explanations. The Auditor will be provided computer time and the use of the Town's computer hardware and software for testing purposes if requested. The Auditor will be required to notify the Controller in writing before any system audit is carried out. The Auditor shall furnish the Controller an

estimate of the usage of computer time required. Audit jobs and other work to be submitted must conform to Town's established procedures.

2. Town Departments - All Town departments will assist the Auditor by assembling and making available information pertinent to the examination and providing knowledgeable personnel to meet with the auditor to explain agency operations.
3. Office Accommodations - The Town will provide the Auditor with reasonable office accommodations. The Auditor will also be provided with access to the internet, telephone lines, photocopying facilities and FAX machines. All work conducted on the Town's premises shall be accomplished between the Town's standard office hours of 8:30 a.m. and 5:00 p.m., Mondays through Fridays, unless otherwise prearranged. While audit personnel are at the Town's sites, they are required to comply with all rules and regulations of the Town with specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves, but also to Town of Leesburg personnel.
4. Report Preparation - The Auditor will be responsible for preparing the final copies of the financial reports. In addition, the auditor will be responsible for the clerical preparation of the CAFR table of contents, letter of transmittal and all notes to the financial statements. A PDF copy of all of the reports will be provided to the Town by the Auditor. The Auditor is responsible for providing printed copies of the Management Report and the Report on the Census of Data. Printing of the CAFR shall be the responsibility of the Town.

H. Site Visits

Town of Leesburg reserves the right to make on-site visitations to assess the capabilities of individual auditors and to contact references provided with the proposals.

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

One (1) original (so marked), three (3) hard-copies of your proposal, and one (1) electronic copy of your proposal must be submitted to the address on the cover page of this RFP by the date and time noted. Late proposals will not be accepted. Telephone, fax, electronic, emailed and verbal offers will not be accepted.

Submit proposals in a sealed envelope with the following information:

TITLE: Audit Services
RFP NO. 100161-FY17-21
DUE DATE: February 16, 2017; 3:00 PM

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

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.**

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, expensive paper, visual, and other presentation aids are not required.
3. Proposal shall be signed in ink by the individual or authorized principals of 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">• Table of Contents (1 page maximum)• Executive Summary (1 page maximum)• Statement of Independence (1 page maximum)• Statement of License to Practice in Virginia (2 pages maximum)• Offeror Submission Form (Use Page 33)
TAB 2	<ul style="list-style-type: none">• Profile and Government Experience of Offeror (4 pages maximum)• Qualifications and Government Experience of Assigned Staff (2 pages maximum per assigned person)
TAB 3	<ul style="list-style-type: none">• Audit Approach and Work Plan (10 pages maximum)

	<ul style="list-style-type: none"> • Ability to Meet the Town’s Time Requirements (1 page maximum) • Commitment to Provide Continuity of Assigned Staff (1 page maximum)
TAB 4	<ul style="list-style-type: none"> • References of Government Clients (Use Page 34)
TAB 5	<ul style="list-style-type: none"> • Exceptions to the RFP

5. **As this is a professional services contract, the Town is NOT requesting that offerors provide pricing estimates for auditing services to be submitted with this proposal; however, the Town will request non-binding cost estimates under separate cover at a later date.**

When requested, the cost estimate shall include an estimated number of hours and hourly rates for all job categories that will be used to accomplish work under this contract. All costs for reimbursable items such as travel, printing and reproduction along with a percentage (%) markup of all reimbursable items provided by an outside source such as printing and courier express must be included. If any subcontractors are to be used, a percentage markup of their cost shall be included.

The auditor’s fee must be priced assuming the Town will implement any GASB planned reporting changes required over the period of the contract. In proposing fees for the contract period, the offeror should assume the Town will continue to grow in size and complexity if the offeror believes there are extraordinary changes to the Town that could require a fee increase, these should be identified. The cost estimate is to include fees for contract year of service, FY 2017.

C. Proposal Organization

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the offerors seeking to undertake an independent audit of the Town in conformity with the requirements of this request for proposals. 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 and of the particular staff to be assigned to this engagement. It should also specify the offeror’s approach that will meet the request for proposals 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.

Offerors are encouraged to be thorough in addressing the Scope of Work and the Proposal Submittal Instructions as outlined in this RFP. Offerors must fully address each of the following items:

1. **Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.

2. **Independence:** The offeror shall provide an affirmative statement that it is independent of the Town as defined by Generally Accepted Auditing Standards and the U.S. General Accounting Office's Government Auditing Standards and the Ethics Rules of the AICPA.

The offeror shall also list and describe the offeror's professional relationships involving the Town for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

3. **Profile and Government Experience of Offeror:** The proposal shall provide:
 - The organization and size of the offeror, and whether it is local, regional, national or international in operations;
 - The size of the offeror's governmental staff;
 - The location of the office from which the work on this engagement is to be performed and the nature of the professional staff to be employed in the engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis;
 - The description of the range of activities performed by the local office such as audits, accounting, tax services or management services;
 - A summary of the offeror's staff and management rotation policy and depth of available experiences so as to not impair the technical government experience provided to the Town;

- A description of the offeror's experience with the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program;
- An outline of the professional development programs provided to and required of your audit staff, describing the government-specific;
- The offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements; in addition, the offeror shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the offeror during the past three (3) years with state regulatory bodies or professional organizations.

4. **Qualifications and Government Experience of the Assigned Staff:** Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Provide resumes and information on the specific government auditing experience (e.g. utilities, retirement plans, investments, federal grants etc.) of each person together with information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

5. **Audit Approach and Work Plan:** The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference should be made to such sources of information as the Town's CAFR, organizational chart, manuals and programs, and financial and other management information systems. The offeror should clearly distinguish tasks that the Auditor will undertake as distinguished from those which are the responsibility of the Town.

Offerors will be required to provide the following information on their audit approach:

- Discussion regarding the overall approach and process in conducting the audit;
- Explanation regarding how you would propose to use Town staff, if at all, to assist during the audit, indicating the approximate time required and/or the types of information or schedules required;

- If you intend to use computer-assisted audit procedures, the manner in which they will be used and statistical sampling techniques. Indicate sample size if possible. Describe the approach to be taken in drawing audit samples for the purposes of compliance testing;
- The file type and delivery methods of reports that you will be requesting;
- Extent of use of EDP software in the engagement;
- Type and extent of analytical procedures to be used in the engagement;
- Approach to be taken to gain and document the understanding of the Town's internal control structure;
- Approach to be taken in determining laws and regulations that are subject to Auditor's test procedures;
- Specialized government audit manuals and/or programs utilized;
- Discussion on how the audit staff plans to audit computerized systems;
- Procedures followed in the technical review of audited financial statements prior to their issuance;
- Statement verifying the Offeror's understanding of the specific reporting requirements outlined on this engagement;
- Comment on how the audit team will assist the Town in continuing to receive the GFOA "Certificate of Achievement for Excellence in Financial Reporting" Award; and
- Description of any anticipated potential audit problems, the Auditor's approach to resolving these problems and any special assistance that will be requested from the Town.

6. **Ability to Meet the Town's Time Requirements:** The Offeror shall provide details regarding the proposed work schedule to meet the Town's time requirements (see III. F.). Provide time estimates for each significant phase of work and the staff level to be assigned. Individual staff members should be named and their titles provided. Any planned use of specialists should be specified. Also, provide a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or

authorizations, which will be required from the Town, anticipated problem areas, proposed solutions to the problem areas, etc. The Offeror should clearly specify who has primary responsibility for each task, the Offeror or the Town's staff.

7. **Commit to Provide Continuity of Assigned Staff:** Please indicate what amount of assurance the offeror can give to the Town that the principal supervisory and management staff will continue for the full duration of the engagement.
8. **References:** This section of the offeror's proposal must:
 - List or describe representative clients currently served by the local office focusing on clients similar in size and complexity to the Town.
 - Provide the current name, address, and telephone number of at least five (5) specific local government references the offeror has served either currently or in the past two years; preferably those where one or more of the assigned staff provided the same or similar services as requested herein.
 - Each reference should indicate the scope of services provided to each referenced client.
9. **Exceptions to RFP:** Detail any exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

V. 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 Friday, February 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/government/departments/finance/procurement/bid-board>.

VI. EVALUATION CRITERIA AND AWARD

A. Evaluation Criteria

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

1. Qualifications and governmental experience of the Offeror – 10%
2. Qualifications and governmental experience of the assigned staff – 10%
3. Audit approach and work plan – 40%
4. Ability to complete audit by required deadlines – 20%
5. Commitment to provide continuity of audit staff – 10%
6. References from clients similar in size and complexity to the Town – 10%

B. Selection Process

The evaluation committee will be comprised of users and potential users from various Town 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 professional services.

The Town reserves the right to accept or to reject any or all proposals in whole or in part 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.

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 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.

The Town Council will approve the award of a contract to a firm based on the recommendation of the evaluation committee. It is anticipated that the evaluation committee will have made a recommendation for Town Council approval by April 1, 2017. It is anticipated that a contract is executed between the Town and the awarded offeror by May 1, 2017.

VII. TERMS AND CONDITIONS

A. Special Terms and Conditions

1. **Contract Term:** The initial term shall commence on July 1, 2017 and shall continue in force until June 30, 2018. Upon mutual agreement of both parties, this contract may be renewed for up to four (4) additional one-year renewal terms.

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 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 \$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.

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.

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:

Audit all funds of the Town in accordance with the auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and the *Specifications for Audits of Counties, Cities and Towns* of the Auditor of Public Accounts, Commonwealth of Virginia.

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 July 1, 2017 and shall continue in force until June 30, 2018. Upon mutual agreement of both parties, this contract may be renewed for up to four (4) 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 as follows:

Completion of Interim Work	25%
Completion of Substantive Work	25%
Completion of Fieldwork	25%
Submission of CAFR and Reports to the APA AND TOWN	25%

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.

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 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 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 _____

**OFFEROR SUBMISSION FORM
RFP NO 100161-FY17-21**

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

REFERENCES

Provide a list of at least five (5) accounts, preferably governmental that your firm has provided similar goods and/or services to in the past two (2) 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: _____