



**REQUEST FOR PROPOSAL (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES**

ISSUE DATE: Wednesday, May 24, 2017

RFP NO.: 500640-FY17-34

PRE-PROPOSAL MEETING: Wednesday, June 7, 2017; 9:00 A.M.

QUESTION DEADLINE: Friday, June 9, 2017; 5:00 P.M.

PROPOSAL DUE DATE: Tuesday, June 20, 2017; 3:00 P.M.

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

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

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I. PURPOSE

The Town of Leesburg (the “Town”) is requesting sealed proposals from qualified firms to provide programming, maintenance, and calibration services to the Town’s Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the Town’s treatment plants, well sites, storage tanks, and pump stations.

A non-mandatory pre-proposal meeting will be held at 9:00 a.m. on Wednesday, June 6, 2017 at the Water Pollution Control Facility at 1391 Russell Branch Parkway, Leesburg, Virginia 20175. A tour of the project site will follow. It is strongly recommended that all offerors attend this meeting to gain a thorough understanding of the project.

II. BACKGROUND

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated population of 44,400. The Town’s fiscal year begins on July 1 and ends on June 30.

The Town is a full-service municipal corporation that provides the following services to Town residents and businesses: police, refuse collection and disposal, water and sewer utilities, stormwater management, airport, parks and recreation, and maintenance of streets and roadways.

The Department of Utilities is responsible for providing quality water and sanitary sewer services to utility customers in a manner that balances social, environmental, and economic factors. The Department of Utilities consists of four operating divisions: Administration, Utility Maintenance, Water Supply, and Water Pollution Control.

The Water Supply Division (WSD) is responsible for the safe and efficient operation of the Town’s Kenneth B. Rollins Water Treatment Plant (WTP), one well, five water storage tanks, and four water booster stations. The WTP has a design capacity of 12.5 million gallons per day.

The Water Pollution Control Division is responsible for the safe and efficient treatment of wastewater and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The Town's Water Pollution Control Facility is designed to treat sewage at a rate of 7.5 million gallons per day and the division also operates nine pump stations within the Town's service area.

III. SCOPE OF WORK

A. Annual Preventative Maintenance Service

1. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the Town’s SCADA and PLC process control equipment systems that is

required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.

2. The scope of work under this contract shall include service of all equipment listed in Section B. Current Inventory for the Water Supply Division and the Water Pollution Control Division. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday. Upon conclusion of annual service, a report outlining work performed and work necessary to complete shall be submitted to the Town. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by Town prior to commencement of such repair work.
3. Hardware maintenance during each annual service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer's recommendations utilizing factory calibrated and properly maintained instruments.
4. Annual calibration and maintenance service for all identified processes and flow and level instrumentation shall be rendered annually and shall be conducted during the months of August - October of each year. Annual calibration and maintenance services shall be completed within a span of not more than two weeks without undue delay. The successful offeror need not perform annual calibration and maintenance services for the water facilities. A report shall be provided to Town Staff upon completion of services. This report will give a description of the inspection, work performed, and instrument calibration specifics.
5. The successful offeror will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable requirements. The Contractor shall advise the Town of all costs required to provide such services and receive authorization by the Town prior to commencing services. The Town shall have the right to purchase parts direct from the OEM or through the Contractor.
6. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.
7. The successful offeror will be responsible for maintaining a schedule governing all maintenance and inspection activities, i.e., the specific periodic tasks to be performed for each annual calibration service and shall notify facility managers.
8. In the event that during the period of this contract the Water Treatment Plant, the Wastewater Treatment Plant, the Well Site, or the Pump Stations expand, upgrade and/or add additional hardware and/or software programs, the

Contractor agrees that for extra work, if performed in accordance with the terms and provisions of the contract documents, they will accept compensation as stipulated herein.

9. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the Director of Utilities or designee for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. Policies, if any, on pricing of replacement parts not covered under the annual preventative maintenance service.

B. Current Inventory

This is a list of the current instrument inventory as of 2017. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish an annual calibration visit pricing.

Town of Leesburg
Water Supply Division
Annual Calibration Services Instrument Inventory

Instruments Located at the Water Filtration Plant:

Process	Instrument
Raw Water Pressure	Foxboro IGP10
Raw Water Flow 1	Foxboro IMT 25
Raw Water Flow 2	Foxboro IMT 25
High Service Discharge Pressure	Foxboro IGP 10
High Service Discharge Flow	Foxboro IMT 25
Solids Storage Tank 1 Level	STI 341
Solids Storage Tank 2 Level	STI 341
Solids Mix Flow 1	Foxboro IMT 25
Solids Mix Flow 2	Foxboro IMT 25
EQ Settler Flow	Foxboro IMT 25
GT Pump Flow	Foxboro IMT 25
HFS Tank 1 Level	STI 341
HFS Tank 2 Level	STI 341
Caustic Tank 1 Level	Siemens MultiRanger 100
Caustic Tank 2 Level	Siemens MultiRanger 100
Ferric Tank 1 Level	Siemens MultiRanger 100
Ferric Tank 2 Level	Siemens MultiRanger 100
Acid Tank Level	Siemens MultiRanger 100
Hypo Tank 1 Level	Siemens MultiRanger 100
Hypo Tank 2 Level	Siemens MultiRanger 100
Filter 1 ROF	Foxboro IDP 10

Filter 2 ROF	Foxboro IDP 10
Filter 3 ROF	Foxboro IDP 10
Filter 4 ROF	Foxboro IDP 10
Filter 1 LOH	Foxboro IDP 10
Filter 2 LOH	Foxboro IDP 10
Filter 3 LOH	Foxboro IDP 10
Filter 4 LOH	Foxboro IDP 10
Backwash ROF	Foxboro IDP 10
Backwash Airwash ROF	Foxboro IDP 10

Instruments Located on the Distribution System:

Process	Instrument
Carr Tank 1 Level	Foxboro IGP 20
Carr Tank 2 Level	Foxboro IGP 20
Paxton Well Flow	Foxboro IDP 10
Hospital Tank BS Flow	IMT 25
Hospital Tank BS Pressure (discharge)	Foxboro IGP 10
Hospital Tank BS Pressure (discharge)	Foxboro IGP 10
Hospital Tank Level	Foxboro IGP 10
WPZ Flow	Rosemount 2051 CD
WPZ BS Pressure (discharge)	Rosemount 1151 GP
Woodlea BS Pressure (discharge)	Foxboro IGP 20
Woodlea BS Pressure (suction)	Foxboro IGP 20
Woodlea BS Flow	Siemens Mag Flow 5000
643 BS Pressure	Foxboro 821 GM
Sycolin Tank Level	Foxboro IGP 20
Hogback Tank Level	Foxboro IGP 20

C. Routine Repairs and Advanced Programming Services

1. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the Town's water and wastewater facilities process control systems.
2. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the Director of Utilities or designee for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. Policies, if any, on pricing of replacement parts not covered under the annual preventative maintenance service.
3. All hourly rates shall include labor, expenses, and travel to the Town. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system

integration work and general Process Control system trouble-shooting and repair.

4. Routine repair work scheduled in advance is defined as: Monday through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, Town may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

D. Emergency Repairs and Programming Services

1. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the Town's water and wastewater facilities process control systems.
2. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the Town's work location, responding to emergency calls with four (4) hours of the Town's request. Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.
3. All hourly rates shall include labor, expenses, and travel to the Town. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
4. The Town shall authorize any repairs that are necessary to return any equipment to operating status.

E. Parts and Materials Used

1. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the Town's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the Town any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the Town upon request or payment may be withheld.
2. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the Town.
3. The Town reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the Town will be provided at no cost to the Contractor.

4. The Contractor shall guarantee OEM replacements parts for a period of one (1) year after the repair work is complete.

F. Contractor Qualifications

1. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the Town), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the Town to keep systems updated and running within the manufactures supported versions to include but not limited to Object Automation SCADA software, Concept, Concept Unity, Kepware, Modbus+, and Maintenance software programs.
2. The Contractor shall be a “systems house” regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a “systems house” shall be interpreted to mean an organization that complies with all of the following criteria:
 - a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.
 - b. Employs personnel on this project who have successfully completed a manufacturer’s training course on the configuration and implementation of the specific programmable controllers, computers and software.
 - c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.
 - d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.
3. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (4) hour period for emergency services.
4. Actual installation of a system or additional equipment need not be performed by the company’s employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the Town for any subcontractors.

5. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.
6. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.
7. The Contractor's personnel working on-site at any Town facility must be full-time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.
8. The Town reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

G. Security and Proprietary Information

1. The Town's proprietary information stored on electronic computing devices whether owned, or leased by the Town, an employee or a third party, remains the sole property of the Town. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the Town's proprietary information. Contractor may access, use or share the Town's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the Town's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.
2. The following are strictly prohibited:
 - a. Accessing data, a server or an account for any purpose other than conducting Town business.
 - b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.
 - c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 - d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or

account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

- e. Port scanning or security scanning.
- f. Connecting equipment to or exporting to any removable storage device without prior authorization from the Town.
- g. Circumventing user authentication or security of any host, network or account.
- h. Introducing honeypots, honeynets, or similar technology on the Town's network.
- i. Divulge remote connection modem phone numbers or other access points to Town's computer resources to anyone without proper authorization.
- j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.
- k. Make unauthorized copies of copyrighted or Town-owned software.
- l. Use of non-standard shareware or freeware software without the appropriate Town Management approval.
- m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a Town computer resource unless approved.

H. System Continuity

1. Should the Town require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the Town authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.
2. Should the Town require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized Town staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting

OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

I. Training

In the event, the successful offeror installs new equipment, software or system programming, they shall be responsible to provide Town a hard copy and electronic training material and user manuals.

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: Process Control System, Equipment, & Instrumentation Services
DUE DATE: June 20, 2017; 3:00 P.M.
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 RFP Submission Forms, references, supplemental information, 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. Proposals shall be signed in ink by the individual or authorized principals of the firm.
4. Proposals shall contain no more than fifty (50) individual sheets. Double-sided printed pages are encouraged. Note that a sheet printed on both sides

is counted as a sheet. All sheets in the proposal (i.e. including covers, dividers and tabs, table of contents, executive summary, etc.) will be counted as part of the sheet count.

5. 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 • Executive Summary • Offeror Submission Form (Page 32)
TAB 2	<ul style="list-style-type: none"> • Offeror’s Experience and History • Project Team and Organization Chart • References (Page 33)
TAB 3	<ul style="list-style-type: none"> • Outline of Offeror’s Ability to Meet the Scope of Work as Outlined in Section III, Continuity Commitment, and Quality Control Plan
TAB 4	<ul style="list-style-type: none"> • Price Proposal (Page 31)
TAB 5	<ul style="list-style-type: none"> • Exceptions to the RFP

C. Proposal Organization

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 and submit proposals using the following format:

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. **Capability and Skill:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: offeror’s qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a minimum of five (5) references for which offeror has completed services comparable to the scope of work in this RFP and in an environment comparable to the Town.

3. **Services Proposed:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the offeror's understanding of the scope of work and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III Scope of Work in order to demonstrate how the proposed solution will meet the specifications requested, and a statement explaining why the offeror's proposed solution would be the most advantageous to the Town.
4. **Price Proposal:** For the purposes of pricing calculations, the following is an estimate of the number of hours that the Town will require the annually for the water and water pollution control divisions combined:

Service Description	Estimated Amount
Annual Preventative Maintenance Service	50 hours annually
Routine Repairs and Advanced Programming Services	80 hours annually
Emergency Repairs and Programming Services	40 hours annually

The number of hours outlined above are for proposal determination only and are in no way a guarantee of actual services required and should not be interpreted as such by the offeror.

5. **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, June 9, 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. Offeror's experience and history in process control, SCADA and related components, specifically in the water and wastewater industry – 40%
2. Understanding of the Town's needs, commitment to provide continuity of services, and quality control plan – 20%
3. Price proposal for annual maintenance service and hourly rates for repairs – 20%
4. Accessibility to the Town – 10%
5. References and experience with other government entities – 10%

B. Selection Process

The selected 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 non-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.

VII. TERMS AND CONDITIONS

A. Special Terms and Conditions

1. **Contract Term:** The initial term of this annual, requirements contract shall commence on August 1, 2017 and shall continue in force until July 31, 2018. Upon mutual agreement of both parties, this contract may be renewed for up to four (4) additional one-year renewal terms. Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Services category, all urban consumers, not seasonally adjusted, CUURA311SAS of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

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 withdraw 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:

[DESCRIPTION OF SERVICE]

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 term of this Contract shall consist of the period of time [PERIOD OF TIME].

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 [\$ AMOUNT]. The total project is expected not to exceed [\$ AMOUNT].

5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within [PAYMENT TERMS OR SCHEDULE] or receipt of invoice or completion of services, whichever occurs later.

Invoice must detail the hours worked and services performed and be mailed to the address specified below and must reference the purchase order number.

Town of Leesburg
Water Pollution Control Division
1391 Russell Branch Parkway
Leesburg, VA 20175

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 the Town:
 - 2.
 2. For the 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 Town, 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 event 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, 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 \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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.

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

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

PRICING FORM

This is not a contract. Submit pricing on this form.

RFP NO. 500640-FY17-34 Process Control System, Equipment & Instrumentation Services		Proposal Due Date: June 20, 2017 by 3:00 P.M.
Bidder Information:		Delivery Within _____ Days ARO
		Terms _____ % _____ No of Days or _____ NET 45 Days
		F.O.B. Destination
Item	Description of Service	Price
1	Price for Annual Preventative Maintenance Service (Calibration) at Water Supply Division	\$ _____
2	Hourly Labor Rate for Routine Repair and Advanced Programming Work (Monday – Friday, 7:00 a.m. – 4:00 p.m.)	\$ _____
3	Hourly Labor Rate for Routine Repair and Advanced Programming Work After-Hours (Monday – Friday, 4:01 p.m. – 6:59 a.m).	\$ _____
4	Hourly Rate for Emergency Repair and Programming Services for the first eight (8) hours of Services	\$ _____
TOTAL PROPOSED PRICE		\$ _____
Instructions to Offerors: Proposals must be sealed with appropriate markings on the outside of the envelope or container. Complete all items or your proposal may not be considered. Subject to terms and conditions contained in the Request for Proposal. Offeror guarantees product or services offered will meet or exceed specifications identified in this Request for Proposal, subject to all conditions stated herein. Proposed prices shall include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to inspect, test, maintain, repair and make repairs. Material acquisition, handling and delivery, or for movement of Contractor-owned or rental equipment shall also be included in the proposed prices. Replacement parts shall not be included in the proposed prices above and will be reimbursed to the Contractor, at cost.		
By: _____ Title: _____ Date: _____		

OFFEROR SUBMISSION FORM
RFP NO 500640-FY17-34

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 _____

SUPPLIER MUST RETURN THIS FORM WITH THEIR PROPOSAL

REFERENCES

QUALIFICATIONS: Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements. Provide at least five (5) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past ten (10) years.

(please print or type)

1. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: _____

NUMBER OF YEARS SERVICING FIRM: _____

2. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: _____

NUMBER OF YEARS SERVICING FIRM: _____

3. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: _____

NUMBER OF YEARS SERVICING FIRM: _____

4. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: _____

NUMBER OF YEARS SERVICING FIRM: _____

5. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: _____

NUMBER OF YEARS SERVICING FIRM: _____

ACKNOWLEDGEMENT OF ADDENDA

Offeror acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this proposal:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____