



**REQUEST FOR QUOTE (RFQ)
LED LIGHTING AT INDOOR TENNIS FACILITY**

ISSUE DATE: August 25, 2017

RFQ NO.: 100412-FY18-10

PRE-BID MEETING: September 5, 2017; 2:00 P.M.

QUESTIONS DUE: September 7, 2017; 5:00 P.M.

BIDS DUE: September 14, 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
Phone: 703-737-7176
Fax: 703-771-2799
E-mail: oandrew@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this RFQ 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.

TABLE OF CONTENTS

| <u>SECTION/TITLE</u> | <u>PAGE</u> |
|------------------------------------------|-------------|
| I. PURPOSE..... | 3 |
| II. BACKGROUND..... | 3 |
| III. SCOPE OF WORK..... | 3 |
| IV. BID SUBMITTAL INSTRUCTIONS..... | 5 |
| V. AWARD CRITERIA | 6 |
| VI. QUESTIONS AND INQUIRIES | 6 |
| VII. GENERAL TERMS AND CONDITIONS | 7 |
| VIII. SPECIAL TERMS AND CONDITIONS | 14 |
| IX. SAMPLE CONTRACT | 16 |
| SUBMISSION FORM | 18 |
| REFERENCE FORM | 19 |
| PRICING FORM | 20 |
| ADDENDA ACKNOWLEDGEMENT | 21 |

I. PURPOSE

The Town of Leesburg (the “Town”) is accepting unsealed bids to furnish, deliver, and install forty-eight (48) Light Emitting Diode (LED) light fixtures in an up-light manner generating indirect light within an air structure that houses eight (8) tennis courts. A pre-bid meeting will be held at 2:00 p.m. on Tuesday, September 5, 2017 at the Town’s Ida Lee Park Tennis Center located at 70 Ida Lee Drive, Leesburg, VA 20176. Attendance at the pre-bid meeting is encouraged, but not mandatory to bid.

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 51,209. The Town’s fiscal year begins on July 1 and ends on June 30. As a government entity, the Town of Leesburg is exempt from being taxed on goods and services.

III. SCOPE OF WORK

It is the intent of this solicitation to obtain a product designed to replace the existing 48 metal halide light fixtures that are suspended within an air structure.

A. PRODUCT SPECIFICATIONS

1. Product shall be housed within a white powder coated aluminum housing and be vapor and water tight. Product shall be able to be mounted on existing D – ring mounts and connect to exiting lighting power connections.
2. Product weight shall not exceed 20 lbs.
3. Product shall have an energy input of 400 - 500 watts.
4. Product shall have instant on re-strike capabilities.
5. Product shall have a useful life of 100,000 hours and be warranted for at least 5 years and/or 50,000 hours.
6. Product shall provide a minimum average of 115 Lumens per Watt.
7. Product shall be approved and categorized to be mounted in an up-light manner, generating indirect light for the structure with no dark spots.
8. Product shall operate at a color temperature of 5000K.
9. Product should be UL and DLC (Design Lighting Consortium) listed.
10. Product shall match or exceed specifications, performance, and warranty of the Eclipse LED fixture manufactured by Green Arc Energy Advisors.

B. PERFORMANCE SPECIFICATIONS

The Town wants to provide an enhanced playing environment for users of its indoor tennis center, while reducing energy consumption through the use of LED technology. Currently the facility is illuminated by 48 1000W metal halide light fixtures. Product shall increase the existing foot-candles within the facility by a minimum of 33%. Product shall exhibit no reduction of performance or require additional maintenance other than cleaning throughout its warranty period.

C. TECHNICAL AND TRAINING SERVICES

Bidder agrees to provide a qualified service representative and all equipment necessary to install forty-eight (48) individual light fixtures and ensure their performance. All costs for services shall be included in the bid price.

D. DELIVERY SERVICES

1. Goods and services shall be provided F.O.B. Destination to the Town of Leesburg, Ida Lee Tennis Center, 70 Ida Lee Drive, Leesburg, VA 20176.
2. Should there be any delay in obtaining material from the awarded bidder, for any reason, the Town reserves the right to secure alternative product from any source without waving or voiding any terms or conditions of the resulting Contract.
3. Bidders should understand that it may be difficult to time shipments to avoid delays in unloading. The Town will make every effort to coordinate orders and deliveries so as to minimize unloading delays. Nonetheless, all related costs shall be included in the unit price of the product. The awarded bidder shall arrange appropriately for transportation equipment. The Town will not be responsible nor pay for demurrage costs.
4. Bidders must submit prices, terms, and services proposed and the point of origin from which shipments will be made.
5. The unit price bid shall include all charges for Goods and Services, F.O.B. Destination to the Town. The Town will not be responsible for any fuel surcharge, demurrage, handling, and pallet or container charges. As a government entity, the Town is tax exempt; therefore, product purchased by the Town shall be free of Federal and State sales and use tax.

E. BIDDER QUALIFICATIONS

1. Bidder shall be the manufacture of the specific product being offered or the manufacture's authorized representative for this bid. Parent corporations and affiliates and subsidiary companies are considered one entity. Other brokers, distributors, resellers, or agents who purchase the fixtures for resale are not considered manufactures.
2. A pre-bid meeting will be held at 2:00 p.m. on September 5, 2017 at the Town's Ida Lee Park Tennis Center. The site visit is optional prior to bidding in order to evaluate the actual facility for installation. Additional site visits requested after the pre-bid meeting shall be at the convenience of the Town, not the bidder. Site visits shall be scheduled through Rich Williams, Department Director, at 703-737-7140, or his designee for the Town, so as not to interfere with normal facility operations.
3. Bidder shall submit the prospective product (s) to include product specifications, performance, timeline for installation, and cost of fixtures and their installation for the entire project as part of the bid packet.
4. Bidder shall provide in the packet a minimum of three (3) references of like installations of their particular product being submitted for consideration.
5. Bidder shall make her or his own determination of any and all conditions which may affect in any way the performance of her or his product being offered.
6. Bidder shall submit a letter with its bid that includes all the information required in this RFQ. Said letter shall be signed by an authorized representative of the Bidder and authorized representative shall certify that the information is accurate and correct to the best of the Bidder's knowledge.

IV. BID SUBMITTAL INSTRUCTIONS

All bids must be submitted in an appropriately marked and sealed envelope, to include one (1) original and one (1) copy of the following documents:

1. Submission Form (Page 18)
2. Reference Form (Page 19)
3. Pricing Form (Page 20)
4. Addenda Acknowledgement (Page 21)

Bids must be received by the Procurement Officer, Town of Leesburg, 25 West Market Street, Leesburg, VA 20176 no later than 3:00 p.m. on Thursday, September 14, 2017.

Bids in the form of telegrams, telephone, facsimiles or telex messages will not be accepted. The same person, firm, or corporation may submit only one bid. The submittal of more than one bid shall be cause for rejection by the Town of all bids submitted by the person, firm, or corporation.

All blanks, except signatures, on the Bid Form shall be legibly completed in ink.

Where so indicated in the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

The signer of the Bid must initial interlineations, alterations, and erasures.

The Town shall have the right to reject any bid that does not provide all requested information.

Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder. A bid submitted by a foreign corporation shall be accompanied by evidence of authorization to conduct business in Virginia.

V. AWARD CRITERIA

The Town intends to award this contract to the lowest responsive, responsible bidder who is authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein.

The Town reserves the right to award in whole or in part, to make multiple awards, or to waive informalities in the process of awarding this contract.

The contents of the bid submitted by the successful bidder will become a part of any contract awarded as a result of this RFQ. The successful bidder 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.

VI. QUESTIONS AND INQUIRIES

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFQ. Questions concerning this RFQ must be made in writing to the Procurement Contact listed on the cover page of the RFQ. **Questions must be received by 5:00 p.m. on Thursday, September 7, 2017.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the bid 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 bid documents. It is the bidder's responsibility to obtain all addenda from the Town's website: <http://www.leesburgva.gov/bidboard>.

VII. GENERAL TERMS AND CONDITIONS

A. General Terms and Conditions

1. **Bid Binding for Sixty (60) Days:** Bidder agrees that this Quote shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the due date.
2. **Late Bids:** Bids received after the time specified on the cover page of this RFQ will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Bids:** The Town reserves the right to accept or reject any or all bids 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 invitation for quote permits competition. It shall be the bidder'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 RFQ 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:** Bidders shall thoroughly examine and be familiar with the Town specifications. The failure or omission of any bidder to receive or examine this document shall in no way relieve any bidder of obligations with respect to this bid or the subsequent contract. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.
6. **Inquiries Concerning Specifications:** Questions concerning this RFQ must be made in writing to the Procurement Contact listed on the cover page of the RFQ.
7. **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 bid due date.
8. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids, or to procure or contract for services defined herein.
9. **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.

10. **Disposition of Bids:** All materials submitted in response to this RFQ will become the property of the Town. One (1) copy of each bid 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 bid 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 11. "Trade Secrets and Proprietary Information Disclosure".
11. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all bids will be available for public inspection. Trade secrets and proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the bidder 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 bid is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
12. **Laws and Regulations:** The bidder'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.
13. **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 bid form.

14. **Ethics in Public Contracting:** The bidder agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Public Procurement Act.
15. **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.
16. **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 bidder, we reserve the right to procure the commodities and/or services from other sources, and hold the bidder 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.

17. **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.
18. **Use by Other Localities:** Bidders are advised that the resultant contract may be extended, with the authorization of the bidder, 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.

19. **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.
20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
21. **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.

22. **Collusion Among Bidders:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder has an interest in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. The signer of the bid must declare that all persons, companies and parties interested in the contract as principals are named therein; that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the bid has authority to contractually bind the bidder. See Bidder Submission Form.
23. **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.
24. **Qualification of Bidders:** Each bidder 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 bidder may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the bidder’s qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection.
25. **Liability:** The successful bidder 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 bidder that make performance impossible or illegal, unless otherwise specified in the agreement.

26. **Protest Of Award Or Decision To Award:** A bidder may protest an award or decision to award a contract under procedures as set forth in the Virginia Public Procurement Act.
27. **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.
28. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
29. **Insurance Requirements:** Bidder 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.

Bidder shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Bidder shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, bidder 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.

30. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the bidder by the Town for work performed by the subcontractor under the resulting contract the Bidder 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 bidder will pay interest to the subcontractor on all amounts owed by the bidder that remain unpaid after seven days following receipt by the bidder 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 bidder 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.

31. **Prime Vendor Responsibilities:** Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFQ. If the bid includes services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The bidder 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 RFQ.
32. **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. SPECIAL TERMS AND CONDITIONS

1. **Shipping:** The awarded bidder or Contractor shall ship the LED light fixtures in accordance with standard commercial practices and all Federal, State and local laws and regulations. Contractor shall be solely responsible for the shipment until delivery at the designated facility.
2. **References: Bidders must submit references from installations of a similar size and scope of operation for which the LED light fixtures being bid were provided within the past 12 months.** References must be able to attest without reservation that the firm provided the same LED light fixture being bid on in this solicitation without any significant problem of any kind, and at any time during the contract period.
3. **Delivery Requirements:** The Town will work with the Contractor to establish a mutually agreed upon delivery schedule. Failure to honor delivery schedules (including partial deliveries) may result in damages to the Town. The Town may at their own option and convenience cure late, partial, or missing deliveries in any manner that best resolves the shortage. The Contractor is liable for any and all costs incurred by the Town due to such failures by claiming Liquidated Damages and also recovering any additional losses by deducting the outstanding amount from unpaid invoices, or submitting an invoice to the Contractor. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to the Town.
 - a. Contractor shall comply with all regulations for tank/truck unloading as established by the US DOT, as well as any State and local requirements for tank/truck unloading.
 - b. All deliveries shall be accompanied by a receiving ticket under this contract that shall be supported by:
 - Contractor's Name,
 - Purchase Order and Call Order Number (release number),
 - Date of Delivery and Date of Order,
 - Materials furnished,
 - Quantity, unit price and extension of each item, and total, in accordance with the contract, and
 - Name of authorized representative ordering the supplies.
 - c. The Contractor's delivery ticket will be signed in duplicate by the Town's designated representative. One copy will be given to the employee signing for the delivery and the second copy will be retained by the Contractor.
 - d. The Town reserves the unilateral right to reject any late or partial delivery. Any related costs shall be borne by the Contractor.
 - e. The Town has the right to refuse delivery if packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

- f. All LED light fixtures shall be delivered F.O.B. delivered. All cost for shipping, handling, insurance and related delivery charges must be included in the unit price for each bid item.
 - g. Delivery vehicles must be in good working order and compliant with all Federal, State, and local transportation laws and regulations.
4. **Inspection:** The Town reserves the right to inspect the LED light fixtures at any time during or after delivery. No inspection, test, approval or acceptance of any Commodity shall relieve Contractor from liability for defects or other failure to satisfy the requirements set forth in the Contract Documents.

IX. SAMPLE CONTRACT

CONTRACT NO. [SOLICITATION TITLE]

This **CONTRACT** (the “**CONTRACT**”) is made this ____ day of _____, 2016, 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 RFQ, 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
Ida Lee Park Tennis Center
70 Ida Lee Drive
Leesburg, VA 20176

6. **Applicable Law and Courts.** This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.

7. **Assignment of Contract.** This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.

- 8. **Audit.** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.
- 10. **Notice.** The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:
 - 1. For TOWN:
 - 2. For CONTRACTOR:

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

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

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

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED
SIGNATURE _____
NAME _____
TITLE _____
DATE _____

AUTHORIZED
SIGNATURE _____
NAME _____
TITLE _____
DATE _____

**SUBMISSION FORM
RFQ NO. 100412-FY18-10**

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 _____

BIDDER MUST RETURN THIS FORM WITH THEIR BID

REFERENCE FORM

QUALIFICATIONS OF BIDDER: Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.
_____ Years, _____ Months

Provide a list of at least three (3) accounts, preferably governmental that your firm has provided similar goods and/or services to in the past twelve (12) months.

1. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ FAX NO: _____
EMAIL: _____

2. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ FAX NO: _____
EMAIL: _____

3. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ FAX NO: _____
EMAIL: _____

4. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ FAX NO: _____
EMAIL: _____

5. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ FAX NO: _____
EMAIL: _____

PRICING FORM
RFQ NO. 100412-FY18-10

| Item | Description of Service | Est. Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------------------------------------|----------------------------------------|---------------|-----------------|------------|----------------|
| 1 | Light Emitting Diode (LED) Lights | 48 | Each | \$ _____ | \$ _____ |
| 2 | Delivery to the Town (FOB Destination) | 1 | Lump Sum | N/A → | \$ _____ |
| 3 | Installation | 1 | Lump Sum | N/A → | \$ _____ |
| TOTAL PROPOSED PRICE (ITEMS 1 – 3) | | | | | \$ _____ |

Instructions to Bidders:

Complete all items or your bid may not be considered. Subject to terms and conditions contained in the Request for Proposal.

Bidder guarantees product or services offered will meet or exceed specifications identified in this Request for Quote, subject to all conditions stated herein.

Bid prices shall include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to inspect, test, and maintain. Material acquisition, handling and delivery, or for movement of Contractor-owned or rental equipment shall also be included in the proposed prices.

Signature: _____ Name/Title: _____ Date: _____

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

| | |
|-----------|--------------|
| No. _____ | Dated: _____ |
| No. _____ | Dated: _____ |
| No. _____ | Dated: _____ |
| No. _____ | Dated: _____ |
| No. _____ | Dated: _____ |