



**REQUEST FOR PROPOSAL (RFP)
COMPREHENSIVE TOWN PLAN CONSULTANT**

ISSUE DATE: January 10, 2019

RFP NO.: 100511-FY19-28

PRE-PROPOSAL MEETING: January 22, 2019; 10:00 a.m.

QUESTION DEADLINE: January 25, 2019; 5:00 p.m.

PROPOSAL DUE DATE: February 14, 2019; 3:00 p.m.

DELIVERY ADDRESS: Town of Leesburg, Virginia
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 is soliciting sealed proposals from qualified firms to assist the Town with a substantial update of the Town's comprehensive plan as required by the Code of Virginia §15.2-2223. A non-mandatory pre-proposal meeting will be held at 10:00 a.m. on January 22, 2019 in the Lower Level Conference Room 2 of Town Hall located at 25 W. Market Street, Leesburg, VA 20176.

II. BACKGROUND

The Town of Leesburg is a historic town of approximately 54,000 located in Loudoun County, Virginia. It has been the seat of local government and judicial systems for over 250 years. In the past several decades, the community has grown in population and in business development and there has been a resurgence in activity in the Historic Downtown. Much of the land within the Town boundaries is now developed and there may be a need to adjust *Town Plan* policies to reflect changing needs. The most recent *Town Plan* update was completed in 2012: <https://www.leesburgva.gov/town-plan>. There may also be a need to shift policies from being focused on growth and development to being focused on maintenance and redevelopment. Some questions currently being considered by the Town include:

- What is Leesburg's aesthetic?
- What is Leesburg's land use strategy of the future?
- What is the economic development strategy of the future?
- How can housing in Leesburg evolve?
- Does the transportation network need to evolve?
- Does the Town's regulatory framework need to evolve?
- Should the impacts of technology changes be considered?
- How can the Town ensure a sustainable economic future while maintaining quality of life?

III. SCOPE OF SERVICES AND DELIVERABLES

This Request for Proposal (RFP) is to procure professional consulting services to assist the Town staff and Planning Commission with an update of the Leesburg *Town Plan* which is the community's comprehensive planning document. The work may also include development of a strategic plan or approach for transportation to be incorporated in the *Town Plan* document or as a separate stand-alone document. The Town Council has allocated up to \$325,000 for this effort.

This Section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in the RFP. The proposal submission requirements are addressed in Section IV of this RFP. The Town's process and criteria for evaluating proposals, selecting a consultant and developing a

contract are summarized in Section VI. The requirements and process set forth therein shall be binding on all Offerors.

A. State Code Provisions

In Virginia, communities are required to maintain a comprehensive plan per the Code of Virginia §15.2-2223: “The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction.

In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities.

The comprehensive plan shall be general in nature, in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement, shown on the plan and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be.”

B. Transportation Plan Requirements

1. As part of the comprehensive plan, each locality shall develop a transportation plan that designates a system of transportation infrastructure needs and recommendations that include the designation of new and expanded transportation facilities and that support the planned development of the territory covered by the plan and shall include, as appropriate, but not be limited to, roadways, bicycle accommodations, pedestrian accommodations, railways, bridges, waterways, airports, ports, and public transportation facilities. The plan shall recognize and differentiate among a hierarchy of roads such as expressways, arterials, and collectors. In developing the plan, the locality shall take into consideration how to align transportation infrastructure and facilities with affordable, accessible housing and community services that are located within the territory in order to facilitate community integration of the elderly and persons with disabilities. The Virginia Department of Transportation shall, upon request, provide localities with technical assistance in preparing such transportation plan.
2. The transportation plan shall include a map that shall show road and transportation improvements, including the cost estimates of such road and transportation improvements from the Virginia Department of Transportation,

taking into account the current and future needs of residents in the locality while considering the current and future needs of the planning district within which the locality is situated.

3. The transportation plan, and any amendment thereto pursuant to § 15.2-2229, shall be consistent with the Commonwealth Transportation Board's Statewide Transportation Plan developed pursuant to § 33.2-353, the Six-Year Improvement Program adopted pursuant to subsection B of § 33.2-214, and the location of routes to be followed by roads comprising systems of state highways pursuant to subsection A of § 33.2-208. The locality shall consult with the Virginia Department of Transportation to assure such consistency is achieved. The transportation plan need reflect only those changes in the annual update of the Six-Year Improvement Program that are deemed to be significant new, expanded, or relocated roadways. (Items #4 - #6 of the Code deleted for brevity.)

C. Comprehensive Plan Requirements

The comprehensive plan, with the accompanying maps, plats, charts, and descriptive matter, shall show the locality's long-range recommendations for the general development of the territory covered by the plan. It may include, but need not be limited to:

1. The designation of areas for various types of public and private development and use, such as different kinds of residential, including age-restricted, housing; business; industrial; agricultural; mineral resources; conservation; active and passive recreation; public service; flood plain and drainage; and other areas;
2. The designation of a system of community service facilities such as parks, sports playing fields, forests, schools, playgrounds, public buildings and institutions, hospitals, nursing homes, assisted living facilities, community centers, waterworks, sewage disposal or waste disposal areas, and the like;
3. The designation of historical areas and areas for urban renewal or other treatment;
4. The designation of areas for the implementation of reasonable ground water protection measures;
5. A capital improvements program, recommended changes to the Town's subdivision ordinance and zoning ordinance, a zoning district map, mineral resource district maps and agricultural and forestal district maps, where applicable;
6. The location of existing or proposed recycling centers;
7. The location of military bases, military installations, and military airports and their adjacent safety areas; and. The designation of corridors

or routes for electric transmission lines of 150 kilovolts or more.

The comprehensive plan shall include the designation of areas and implementation of measures for the construction, rehabilitation and maintenance of affordable housing, which is sufficient to meet the current and future needs of residents of all levels of income in the locality while considering the current and future needs of the planning district within which the locality is situated.

D. Town Plan Update Requirements

The Consultant and Staff will coordinate on all efforts for the project as further identified below. Approximately six planning and zoning staff members regularly deal with issues pertaining to the Town Plan and will participate in the Town Plan update process. Other Town staff that will participate in the process include members of various departments including Economic Development, Parks and Recreation, Public Works, Utilities, and the Town Manager's Office. Three town staff members will be responsible for project management and primary coordination with the consultant.

The Town has identified the following tasks as being key components of the Town Plan update process. Preparing an update to the transportation component of the Town Plan is an important focus of this effort that is tasked separately below. However, the Town does envision the ultimate integration of land use and transportation planning efforts. Specific tasks envisioned by the Town are listed below but the Town welcomes innovative ideas and alternative approaches that may better suit the Town's needs:

Task 1: Project Discovery

The first task associated with this project will consist of project orientation efforts and development of a work plan. Staff currently envisions a full-day meeting with the Consultant to provide a project briefing and tour of the town, introduce key staff that will participate in the process, and discuss relevant issues related to the *Town Plan* update. Meeting topics will include public outreach methods, the approach for working with the Town Council and Planning Commission, and key issues in Leesburg. Staff will provide Town Plan history, recent rezoning information, relevant demographic data, and any past reports that may be helpful in preparing the Town Plan update.

Deliverable: The Consultant will prepare a detailed work plan and project schedule for Town Staff's approval at the conclusion of the Project Discovery task. The work plan will address timelines and methods for tasks indicated below.

Task 2: Existing Conditions

The Town Plan update will assess population growth trends, demographic information, and land use data. Town staff will provide demographic information

and any studies, databases, GIS data, maps, reports, or plans that may be deemed helpful to the Consultant. The Consultant will fill in data gaps and provide an analysis of the existing conditions and demographic trends that will be important to developing future policy.

Housing affordability is a significant concern of the Town. Staff will provide studies prepared by Loudoun County that include some information and analysis for Leesburg. The Consultant will assess this information and further analyze current and future housing affordability issues particular to Leesburg.

Deliverable: The Consultant will assess data provided by staff and fill in data gaps, analyze the data and information, and summarize it in a White Paper format with information and graphics as deemed helpful. This will serve as background information for the beginning of the public outreach and input process and for the Plan Update process.

Task 3: Public Outreach, Visioning and Input Process

The Consultant will coordinate with Town Staff on public input and outreach. Town Staff has some outreach capabilities, and given the sensitivity to budget, the Town will coordinate the public outreach and visioning strategy with the assistance of the Town's Public Information office. The Town will develop online strategies, engage in online surveys and provide social media contact. In addition, Town Staff will coordinate input sessions and dissemination of information about the Town Plan Update and coordinate with the Leesburg Planning Commission and other Town boards and commissions and Town Council. Staff will be looking for ideas, suggestions and input from the Consultant regarding the public outreach effort. The Consultant will ultimately incorporate the public visioning and public input results into policy recommendations for the Town Plan Update. In addition to general public outreach, the Consultant will also be expected to participate in roughly 2 meetings each with the Planning Commission and Town Council. Town Staff will facilitate the majority of Planning Commission and Town Council meetings. Specific details for the public outreach process including meeting materials and staff assistance at the public meeting will be jointly addressed with the consultant during the project discovery phase of the project.

Deliverable: The Consultant will work with Town Staff to develop a public outreach plan. The Plan will provide ideas, suggestions and input for the public information, input and outreach process related to the Town Plan Update to Town Staff, and will incorporate the information received into the development of policy recommendations for the Town Plan update.

Task 4: Land Use Element

For purposes of this RFP, the "Land Use Element" of the Town Plan covers topical areas like land use, natural resources, parks, community facilities, economic development, heritage resources, and housing. The Consultant will consider the current planned land use in the Town Plan, consider data in Task 2, consider public

input in Task 3, and propose changes to planned land uses that are deemed advisable. This will include but not be limited to:

- a. Consideration of land use planning approaches that are less ‘use-based’ and more ‘place- based’ by focusing on the intent, form, character and anticipated land uses. The intent is to foster adaptability to enable community live-work-play objectives and community design objectives that are well-suited for each area of town.
- b. If it is advisable to retain the existing planned land use categories, consider updating the descriptions of the categories and propose changes or updates to reflect the current and future land use direction of the Town.
- c. Consider the various land use categories or characteristics and how the Town Plan land use policies can better address adjacency and functional impacts of those land uses.
- d. Provision of *general information* (as opposed to a full fiscal impact study) about the economic impacts of various land uses.

The Consultant will also evaluate other topical areas and provide suggested updates to address Town needs, strategies for the future, public input, and the need to develop a cohesive and well-organized Town Plan document. Town Staff will be available to assist the consultant with evaluation and drafting of policy.

Deliverable: Written draft document for Land Use element of the Town Plan including background and recommendations and other materials suitable for presentation to the Planning Commission and Town Council.

Task 5: Transportation Element

Existing Conditions and Analysis. The Consultant will consider the following data inputs and any other transportation data deemed helpful and provide analysis and recommendations.

- a. *Review Recent Traffic Data and Studies including but not limited to:*
 - Loudoun County Countywide Transportation Plan analysis associated with the Loudoun 2040 Plan update.
 - East Market Street Small Area Plan traffic study.
 - Northern Virginia Transportation Authority Transaction Plan
 - Interchanges at Battlefield/East Market Street and Edwards Ferry Road/Fort Evans/Route 17 Bypass
 - The removal of the Greenway extension from the Town Plan
 - Other data or studies as deemed helpful.
- b. *Based on the review and analysis of data noted in (a) provide recommendations for:*

- Improvements for network systems including possible road widenings
- Improvements for road retrofits or road diets to make room for bike lanes and/or streetscapes
- Crescent Design District development impacts on existing and planned road networks

Deliverable: The Consultant will assess transportation studies that have been recently completed for the Town transportation network and other data provided by staff. The Consultant will fill in data gaps, analyze the compilation of information, and summarize it in a White Paper format with information and graphics as deemed helpful. This will serve as background information for the beginning of the public outreach and input process and for the Plan Update process.

Task 6: Transportation Element – Roadway System Planning

The Town Plan currently has one goal. The Consultant should consider ways to update the Town’s transportation policy approach to better reflect future transportation planning objectives.

- Review of Current Town Transportation Network and the proposed planned land use patterns.* The Consultant will review the planned roadway network that is currently provided in the Town Plan with the land use planning in Task 4 and existing and future conditions of the road network as considered in Task 5 to assess whether enhancements or improvements will be needed in the Town’s roadway network to support the planned land use.
- Functional Classifications.* The Consultant will review the road classifications in the Town Plan for conformance with VDOT road classification hierarchy standards and recommend enhancements and updates as necessary.
- Complete Streets Corridor Identification.* The Consultant will identify streets in the Town’s network which would be good candidates for road diets and retrofitting to accommodate inclusion of bicycle paths and pedestrian plans including crosswalks. Factors for consideration will include maintaining functional levels of service standards, parking arrangements and turn lane requirements.
- Private Streets and Alleys.* The Consultant will review the Town Plan policies on streets and provide updates to policies regarding private streets and to identify trends and ideas in road development and access management for neighborhoods. Factors such as parking arrangements, interface with utilities, street section widths and connectivity should be considered.
- Local Street Traffic Calming Policy.* As background, the Consultant will review the Residential Traffic Management Plan and VDOT policies for local street traffic calming and recommend updates or new policies for the Town

Plan. The Consultant will suggest general approaches for the Town to consider for residential or non-residential streets.

f. *Bike and Pedestrian Planning.*

1. *Develop Mobility Goals.* Develop goals that will describe what a successful bicycle and pedestrian system will be for Leesburg. This should include such factors as Americans with Disabilities Act accessibility considerations; context sensitive factors such as the location of sidewalks in historic areas or areas with restricted right of way; and section considerations based on context.
2. *Update the Bicycle Network Plan Map.* Staff will provide network planning ideas submitted to the Town by the Loudoun Bike Club who have proposed enhancements for network connectivity. The Consultant will review this and other public input to propose updates to the existing network map in the Town Plan.
3. *Recommend Preferable Bike Conditions.* The Consultant will provide sample bike lane sections for different types of road sections.
4. *Analysis and Identification of Appropriate Types of Street Crossings.* The Consultant will enhance policy recommendations in the Town Plan to include best practices for pedestrian mid-block crossings; frequency of crossings; and different crossing types depending on street context.

Deliverable: Written draft document for Transportation Element of the Town Plan including background and recommendations.

Task 7: Transportation Element – Policy Integration

- a. *Proffer Policy.* Appendix B of the Town Plan addresses proffer guidelines for mitigating transportation impacts. The Consultant will recommend updates to Appendix B or a replacement approach. The recommendations should include Transportation Demand Management (TDM) factors as a credit towards meeting Appendix B contributions.
- b. *Levels of Service (LOS) Indicators.* The Consultant will review the Plan policy for Levels of Service and consider other indicators related to land development application review such as the context and character of the geographical location of the proposed improvement. VDOT standards should be factored into these recommendations.
- c. *Intelligent Transportation Systems.* The Town anticipates that ITS applications will become a significant factor within the timeframe of this planning document, particularly the need to prepare for autonomous and connected technology into the transportation network. The Consultant will help the Town review ITS innovations that are appropriate for Leesburg and

recommend new policies for the Town Plan that will use these innovations to address congestion management and transportation system operations.

- d. *Environmental and Heritage Resource Policies.* The Consultant will review policies in the Town Plan and recommend new or updated policies to address environmental factors such as transportation noise mitigation and factors relating to historic resources such as context sensitivity.
- e. *Town's role in Public Transportation.* Loudoun County will continue to serve as the key provider of public transportation in the Town. However, through this Town Plan Update process, we may explore the Town's role in enhancing the public transportation experience. This could include provision of such things as more street furniture and shelters. Or it could include actions such as proactively recommending new/different fixed routes for mass transit in Leesburg or direct mass transit connections from Downtown to the commuter lot at Bolen Park or the metro stations. The public input process will explore this question. The Consultant will collaborate with staff to offer recommendations.

Deliverable: Updated or replacement approach for Appendix B. Written draft document for the Transportation Element of the Town Plan that addresses the other policy items in this task.

Task 8: Production of Town Plan Document

Consultant will develop the draft document, over the course of the project, with Town staff providing content for all elements. The Consultant will format content for the entire document and collaborate with Town staff on formatting, graphics, illustrations and pictures.

Deliverable: Staff is anticipating three full drafts of the Town Plan; one in preparation for the Planning Commission public hearing, one for the Town Council public hearing, and a final document after the Town Council action. Working drafts will be determined through Task 1.

- (1) After the first round of public input or as determined in Task 1, the Consultant will provide the first draft of policy concepts. This is not a draft of the Plan document but rather a summary of Plan policy concepts and ideas that serve as the foundation of the draft Town Plan Document.
- (2) The first draft of the Town Plan document will be due as specified in the work plan in Task 1. (number of hard and digital copies will be specified in Task 1)
- (3) Final Town Plan document after Town Council action including final adopted changes to narrative, charts, graphs, illustrations, etc. (number of hard and digital copies will be specified in Task 1)

Task 9: Strategic Actions in the Town Plan

The current Town Plan contains an Action Program in Appendix A. The Consultant will collaborate with the Town on effective means of incorporating action steps into the plan. This could include a stand-alone appendix such as what is currently in the Town Plan (Appendix A) or it could include incorporation of strategic action steps that are imbedded in the body of the Town Plan document and track with the policy guidance. The strategic actions should ideally include performance indicators to assess progress on action steps; general timeframes for implementation; assignment of responsibilities; or other such strategic elements.

Deliverable: The deliverable will be determined with staff as a part of Task 1.

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 in USB flash drive format 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: Comprehensive Town Plan Consultant
DUE DATE: February 14, 2019; 3:00 p.m.
LOCATION: Town of Leesburg, Virginia
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.
3. Proposals shall be signed in ink by the individual or authorized principals of the firm.
4. Proposals shall contain no more than one hundred (100) 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"> • Executive Summary • Offeror Submission Form (Page 32) • Acknowledgement of Addenda (Page 33)
TAB 2	<ul style="list-style-type: none"> • Offeror's Experience and History • Project Team and Organization Chart • Client Listing
TAB 3	<ul style="list-style-type: none"> • Outline of Offeror's Ability to Meet the Scope of Work as Outlined in Section III • Implementation Plan and Schedule (with timeframes associated with each task)
TAB 4	<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 complete list of all of your clients. The list must include names, address, and telephone numbers of contact persons as well as a brief description of the work performed.
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. **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 January 25, 2019.**

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

VI. EVALUATION CRITERIA AND AWARD

A. Evaluation Criteria

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

1. Project Understanding – Consultant's understanding of the project and issues that will be important in developing a Town Plan in Leesburg. (25%)
2. Project Approach – Consultant's approach to addressing the needs of the project including proposals to employ innovative ideas that are applicable to the Town of Leesburg. (25%)
3. Experience – Experience of the consultant team and individual persons that will be assigned to work on the project as well as experience preparing comprehensive plans for similar communities. (25%)
4. Technical Skills – Demonstrated ability to provide technical and graphic skills that will achieve the desired scope of services and provide added value to the Town Plan. (25%)

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 professional services. Based on the Evaluation Criteria listed in Section VI, the evaluation committee will determine the highest-ranked offeror. Offerors may be required to make an oral presentation of their proposal. The Evaluation Committee will schedule the time and location for this presentation, if it is necessary. Negotiations will then be conducted with the offeror ranked first. Scope of services, estimated man hours and prices will be discussed at this stage. If these negotiations are unsuccessful, they will be formally concluded and the second ranking firm will be contacted.

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 Contract shall commence on a date that is mutually agreed upon both parties and shall continue in force for two (2) years. Upon mutual agreement of both parties, this Contract may be renewed for up to two (2) additional one-year renewal periods.

B. General Terms and Conditions

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.

3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
4. **Competition Intended:** It is the Town's intent that this request for proposals permits competition. It shall be the offeror's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.
5. **Understanding of Specifications:** Offerors shall thoroughly examine and be familiar with the Town specifications. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the offeror's intent not to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
8. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
9. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.
10. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

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

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

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

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

Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

18. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.

19. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

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

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

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

20. **Modification of the Contract:** This contract may be modified by approved a contract modification or change order signed by both parties in accordance with the VPPA.
21. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
22. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is

prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **Collusion Among Offerors:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.
24. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
25. **Qualification of Offerors:** Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
26. **Liability:** The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.

27. **Expenses Incurred In Preparing Proposal:** The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
28. **Protest Of Award Or Decision To Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
29. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
30. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
31. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Offeror shall also carry automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Offeror shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, offeror shall also carry other insurance coverage deemed by the Town to be appropriate to his agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Town.

32. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or

- b. Notify the Town 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.

Invoices must detail the hours worked and services performed, must reference the purchase order number, and be mailed to the address specified below:

Town of Leesburg
Department of Planning & Zoning
25 W. Market Street
Leesburg, VA 20176

6. **Applicable Law and Courts.** This Contract 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 Town, 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. 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 \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days' prior written notice of such action to the Town.

31. **Parties' Relationship.** It is the intent of the parties hereto that the Contractor shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no time legally responsible for any negligence on the part of said Contractor, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

32. **Ownership of Documents.** Contractor agrees that all information, finished or unfinished documents, data, studies, surveys, specifications, records, reports and other material gathered and/or prepared by or for it under the terms of the Contract shall, at the Town's option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

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 _____

**OFFEROR SUBMISSION FORM
RFP NO 100511-FY19-28**

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of the State of _____
Principal place of business at _____
Federal Id Number _____ Registered Agent _____
State Corp. Commission Registration No. _____ (attach Certificate of Good Standing)

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

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Supplier [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____
Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL

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: _____