



TOWN OF LEESBURG, VIRGINIA  
REQUEST FOR PROPOSALS (RFP)

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR  
EXPANSION OF THE LEESBURG POLICE STATION

RFP NO. 20001-FY19-34

The Town of Leesburg requests proposals for architectural and engineering design services for expansion of the Leesburg Police Station.

Proposals shall be submitted no later than 4:00 p.m., Thursday, March 28, 2019, to Mr. Thomas Brandon, Manager, Office of Capital Projects, Town of Leesburg, 25 West Market Street, Leesburg, VA 20176. All proposals must indicate RFP title, number and proposal date on the external shipping material.

**All questions regarding this request for proposal must be received in writing by email at CapitalBidQuestions@leesburgva.gov until but no later than 5:00 P.M. on Tuesday, March 19, 2019.**

Interested Offerors should download a copy of the RFP from the bid board on the Town's website: <http://www.leesburgva.gov/bidboard> and may be obtained beginning Thursday, February 28, 2019. Contact Cindy Steyer at 703-737-2302 or [csteyer@leesburgva.gov](mailto:csteyer@leesburgva.gov) with questions about obtaining these documents. **All addenda issued for this project will only be posted on the Town's bid board and eVA (<https://eva.virginia.gov>).**

Thomas Brandon, Manager  
Office of Capital Projects

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ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR  
EXPANSION OF THE LEESBURG POLICE STATION

**I. PURPOSE**

The Town of Leesburg (the “Town”) is seeking sealed proposals from qualified design firms to provide architectural and engineering services for expansion of the Leesburg Police Station.

**II. BACKGROUND**

The Town of Leesburg is located approximately 33 miles northwest of Washington, DC, adjacent to the Potomac River. The town has been the judicial and business hub of Loudoun County since the mid-1700s.

Over the last 75 years, Leesburg has been one of most rapidly growing jurisdictions in the Virginia. The population of Leesburg was 1,703 in 1950, and has grown to a current population estimated at approximately 55,000. The Town’s population has doubled in the past 20 years, and has grown an estimated 30% since the 2010 census, making Leesburg the largest Town in the Commonwealth of Virginia. The population is expected to continue to grow but at a somewhat slower pace due to the limited growth areas within the corporate limits of the Town.

The Town of Leesburg operates the Police Department as a full-service law enforcement agency. The department has a total strength of 103 personnel, including 87 sworn staff.

The Town of Leesburg Police Station headquarters, located at 65 Plaza Street, NE, Leesburg, VA 20175, was constructed in 1997. The facilities consist of the police headquarters (20,775 square feet), an independent Technical Support Building, a secure parking area, and a public parking area. The current police force has outgrown this facility, requiring an expansion.

In 2011, a Needs Assessment and Master Plan Options Study was prepared to evaluate long term needs of the police department. During recent years, significant changes have occurred in Town population, police department staffing, department management, and other factors which impact the needs for Department facilities, and the schedule required to meet those needs. That Needs Assessment Study will not be provided to Offerors; however, certain data from the study may be provided to short listed firms.

The current approved Fiscal Year 2018-2023 Town of Leesburg Capital Improvement Program (CIP) includes the Police Station Expansion project, with a project budget of \$12.6 million and a scheduled construction start date of summer 2021. On January 8, 2019, The Leesburg Town Council approved funding for the design of the Police Station Expansion. The draft Fiscal Year 2020-2025 CIP will be considered by Town Council in spring 2019 will propose acceleration of the project and an increase in the project budget.

**III. SCOPE OF SERVICES AND DELIVERABLES**

The services under this contract will include complete planning and design services for the expansion of the Police Station headquarters facility within the approved budget and schedule. The services shall include:

- Preparation of a study to update the police space and facility needs, and develop a concept for the expansion based on budget available.

- Full architectural and engineering services necessary for development of preliminary and final design documents for expansion of the Police Station. These improvements are expected to include expansion of the existing police station building, renovation and reconfiguration of the building, and expansion of parking facilities.
- At the request of the Town, provide selected architectural, engineering, and construction management services during construction (services to be provided by change order to the original contract).

The Offeror shall provide comprehensive architectural and engineering design services, including, but not limited to, surveys, geotechnical investigations and analysis, preparation of construction bid documents, assistance in public participation, utility relocations, and architectural and engineering assistance during bidding and construction.

The Town does not convey to the Offeror, guarantee nor make any promise that work on the project shall be authorized to the Offeror.

The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

Offeror's personnel shall be knowledgeable of applicable documents and standards, including but not limited to the Town of Leesburg Design and Construction Standards Manual (DCSM) and other local, state, or federal standards and manuals related to design and construction of police facilities and related site work.

Services required under this contract include, but are not limited to:

- Surveys and mapping
- Selected environmental investigations and studies as required to meet federal and state permitting requirements
- Architectural / Engineering design, including structural, mechanical / electrical / HVAC, security, information technology, and interior design
- Geotechnical investigations and analysis
- Drainage and stormwater management design
- Erosion and sediment control design
- Utility designation, locating and test pits
- Coordination with Town departments and staff (i.e. Police Department, Public Works & Capital Projects, Information Technology, Utilities, etc.)
- Assistance to the Town as needed in advertising for construction bids and analysis of bids
- Assistance as needed during construction (i.e. response to RFIs, submittal reviews, etc.)

The Town reserves the right to expand or delete services as necessary.

#### **IV. PROPOSAL SUBMITTAL INSTRUCTIONS**

##### **A. Submittal Instructions**

One (1) original, five (5) copies and one (1) electronic copy on flash drive in Adobe Acrobat (.pdf) format of the proposal must be received by Mr. Tom Brandon, Capital Projects Manager, at the address specified below, no later than the advertised proposal due date. Telephone, fax, electronic, emailed and verbal offers will not be accepted.

Submit proposals in a sealed envelope with the following information:

TITLE: Architectural and Engineering Design Services  
For Expansion of the Leesburg Police Station

DUE DATE: March 28, 2019; 4:00 p.m.

LOCATION: Town of Leesburg, Virginia  
25 W. Market Street  
Leesburg, VA 20176  
ATTN: Tom Brandon, Manager, Office of Capital Projects

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**

1. Proposals are to be submitted in a format which allows uniform review and easy access to information by the evaluation committee.
2. All proposal pages shall be printed in vertical format to the extent possible and on 8½” X 11” sheets.
3. Each copy of the proposal shall be bound or contained in binders.
4. No other information (supplemental qualifications, etc.) in addition to what has been requested should be provided in the proposal.
5. An electronic version of the proposal in Adobe Acrobat (.pdf) format on a flash drive must be included with the proposal submission.
6. Each section of the proposal must be limited to the number of pages specified in Section C. Proposal Organization below. Double-sided printed pages are encouraged.
7. All pages shall be numbered.
8. The proposal shall be organized using tabs in the sequence indicated below:

	Letter of Interest
Tab 1	Understanding and Approach
Tab 2	Firm / Team Qualifications
Tab 3	Similar Projects
Tab 4	Personnel Experience / Capabilities
Tab 5	Availability / Accessibility
Tab 6	Forms

**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:

**Introductory Letter of Interest** (maximum of 2 single-sided or 1 double-sided sheet)

**Tab 1. Understanding and Approach** (maximum of 10 single-sided or 5 double-sided sheets)

- Brief understanding of the project.
- Issues that can be anticipated that are unique to the project, and approach to resolving those issues.
- Approach to keeping the project on schedule and within the established budget.
- Firm's quality control processes.

**Tab 2. Firm/Team Qualifications** (maximum of 10 single-sided or 5 double-sided sheets)

- Description of firm and team, with emphasis on the staffing and capabilities of the office(s) where the work will be performed
- Prime consultant capabilities in performing design of police facilities, with an emphasis on design of expansion and upgrade of existing buildings of a size and scope similar to this project. Experience in design of similar projects using Town of Leesburg standards should be noted.
- Subconsultant role on the project team, and experience on similar projects in this role. Experience of the subconsultant working with the prime consultant on previous similar projects should be noted.

**Tab 3. Similar Projects** (maximum of 10 single-sided or 5 double-sided sheets)

Description of a minimum of **three (3)** projects similar in scope and size to these projects, completed by the Offeror within the past five (5) years. The project descriptions should include the following information:

- Project Name
- Client reference (name, title, address and telephone)
- Design completion date vs. the scheduled design completion date
- Estimated construction cost
- Project description
- Firm's role on the project
- Key firm personnel

The project descriptions should emphasize the relevancy of the experience to this project, specifically pertaining to type of design, location, project issues, design staff, etc.

**Tab 4. Personnel Experience/Capabilities** (maximum of 10 single-sided or 5 double-sided sheets)

- Organization chart, including, at a minimum:
  - Project Manager
  - Key Task Leaders
  - Quality Management Team Personnel
  - Other Key Staff

For each person shown on the chart, clearly indicate their role and office location. If the person is from a sub-consultant, that should be noted.

- Staff resumes describing the qualifications and specific experience for each key project team member listed on the organizational chart.

**Tab 5. Availability / Accessibility** (maximum of 2 single-sided or 1 double-sided sheet)

- Description of where the work will be accomplished (prime consultant and subconsultants).
- Description of how the Offeror will respond to requests from the Town for information and meetings.

**Tab 6. Forms** (no limit on number of sheets)

- **RFP Submission Form** - Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must bear an original signature. Failure of the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal.
- **SCC Registration (prime consultant and subconsultants)** – It is incumbent upon each firm conducting business in Virginia to be in compliance with state law and regulations. To ensure firms are in compliance, Offerors shall furnish with proposal submission supporting evidence of their SCC registration. Copies of on-line confirmation are acceptable documentation.
- **DPOR Registration** - Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice architecture, engineering, and surveying should provide copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing copies of appropriate individual registrations/licenses for key personnel in responsible charge of portions of the work. Multiple registration certifications may be copied on a single sheet.

Failure to comply with the law with regard to applicable requirements in Virginia (whether federal or state) regarding organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render Offerors submittal(s), in the sole and reasonable discretion of the Town, as non-responsive and returned without any consideration or evaluation.

## V. QUESTIONS AND INQUIRIES

Questions and inquiries concerning this RFP must be made in writing only by e-mail to [CapitalBidQuestions@leesburgva.gov](mailto:CapitalBidQuestions@leesburgva.gov). **Questions must be received by 5:00 p.m. on Tuesday, March 19, 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 and Approach (20 points)
2. Firm/Team Qualifications (20 points)
3. Similar Projects (30 points)
4. Personnel Experience/Capabilities (25 points)
5. Availability/Accessibility to Town (5 points)

### **B. Selection Process**

The selection committee will be comprised of staff 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.

### **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 period of services under this contract shall begin on the date of award by the Town Council, shall extend through the construction phase and final



acceptance of the improvements by the Town, and shall terminate one (1) year after final completion or expiration of the warranty period of the project, whichever is later.

## **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 RFP:** Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any Offeror to receive or examine this document shall in no way relieve any Offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
6. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made **in writing only**, by e-mail at [CapitalBidQuestions@leesburgva.gov](mailto:CapitalBidQuestions@leesburgva.gov). Questions will be entertained until close of business five (5) business days prior to the proposal due date. A copy of all written questions received and subsequent responses provided, will be posted on the Town's Bid Board and eVA in the form of an addendum.
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 proposal due date.
8. **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.

9. **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 10. "Trade Secrets and Proprietary Information Disclosure".
10. **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.
11. **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.
12. **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 RFP Submission Form.
13. **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.
14. **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.

15. **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.

16. **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.
17. **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.
18. **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.
19. **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.

20. **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 RFP Submission Form.
21. **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 therefrom.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.

28. **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, Offerors 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.

29. **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 paragraph b. above.

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.

30. **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.
31. **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

[SOLICITATION NUMBER AND TITLE]

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

[PROJECT NAME]

This Contract (the "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **Town of Leesburg, Virginia** (the "Town"), a municipal corporation, and \_\_\_\_\_ (the "Designer"), a \_\_\_\_\_ corporation having its usual place of business at \_\_\_\_\_, to perform design services on the \_\_\_\_\_ Project ("Project"); and under the terms and conditions set forth herein.

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 Basic Definitions

1.1.1 The "Designer" means the entity identified above as Designer, which entity is responsible for the design of the Project for the Town pursuant to this Contract and where appropriate also includes Lower-tier Entities.

1.1.2 The "Town" means the Town of Leesburg, Virginia, a municipal corporation.

1.1.3 The "Project" means the "Project" identified above.

1.1.4 The "Construction Contractor" means the entity that shall be responsible for performance of the Construction Work for the project in accordance with the Construction Documents. The Town

may choose not to hire a general contractor and may itself act in the capacity of the general contractor in which case Construction Contractor shall also mean the Town.

1.1.5 The terms “Design Services” and “Design” are synonymous, and include all design services required by, reasonably inferable from, or incidental to this Contract and such additional work and services as are required under, reasonably inferable from, or are incidental to, this Contract, as it may be amended from time to time, and as further described in the Town’s Request for Proposal (“RFP”) for the Project Design Services, and Designer’s Proposal in response to the RFP, and the Designer’s Scope of Services and Cost Proposal.

1.1.6 The “Design Materials” are the plans, specifications, drawings and other embodiments of the Design Services required hereunder produced by, or on behalf of the Designer, whether stored in paper, electronic or other media.

1.1.7 “Construction Work” means the construction to be performed by the Construction Contractor or if there is no Construction Contractor performed by the Town.

1.1.8 “Construction Documents” means documents prepared by the Designer consisting of drawings and specifications which set forth in detail the requirements for the construction of the Project and which are fully sufficient for the Construction Contractor to perform its construction obligations under the Construction Contract.

1.1.9 The “Construction Contract” means the agreement between the Town and the Construction Contractor for the construction of the Project.

1.1.10 “Applicable Laws” means laws, ordinances, regulations, codes and orders of any public authority relating to the Project, including the Virginia Public Procurement Act (VPPA).

1.1.11 “Lower-tier Entities” means the subcontractors, suppliers and consultants of the Designer of any tier.

## 1.2 Ownership and Use of Documents

1.2.1 All Design Materials and Construction Documents, including but not limited to drawings, specifications, and other documents, including those in electronic form prepared by the Designer and the Designer’s consultants pursuant to this Contract, shall be deemed Instruments of Service and the property of the Town. The Designer hereby assigns to the Town all proprietary rights, except for standard drawings, details and specifications, drawing conventions and “boilerplate” specifications which are not unique to the Project. Upon acceptance of the Project or termination of the Designer’s services pursuant to this Contract, the Designer shall promptly on demand turn over to the Town originals of all Instruments of Service. Any use of Instruments of Service or reuse of such Instruments of Service for extension of the Project or any other project by the Town will be at the Town’s or any other user’s sole risk and shall be without liability or legal exposure to the Designer or its consultants. The Designer and its consultants shall have the right to use the Instruments of Service for preparing or publishing promotional materials including proposals, brochures and advertisements.

1.2.2 The Town, as owner of the Instruments of Service, has the right to use the project documents as a prototype to demonstrate scope, size, functional relationships, etc., to an architect or engineer designing a similar project. The Designer for the original project design shall not be responsible or liable to the Town or second architect, engineer or designer for any such use of the documents.

1.2.3 The Designer shall provide the following documents to the Town at the completion of the Designer's work:

1.2.3.1 Original sealed and signed drawings.

1.2.3.2 Original copy of the supplemental specifications.

1.2.3.3 Copy of analyses made for the project.

1.2.3.4 Indexed final copies of the calculations made by each discipline for the project.

### 1.3 General

1.3.1 This Contract represents the entire and integrated agreement between the Town and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Town and Designer. Contract Documents, attached hereto and expressly made a part hereof, consist of this Contract, RFP No. \_\_\_\_\_, Addenda No. \_\_\_\_ [list all addenda and date of addenda], and Designer's Cost and Scope Proposal dated \_\_\_\_\_. In the event of inconsistency between or among the Contract Documents, they shall be given precedence in the order listed in the preceding sentence.

1.3.2 The Design Services are subject to the approval of the Town. The Designer and the Town agree that the Designer and the Town shall work together to achieve a design that will allow the Project to be constructed within the Town's budget for the Project. It is understood that there are certain items within the budget that may be the subject of minor variances; provided, however, the Designer's responsibility to achieve a design within the budget shall not be affected by such minor variances. The parties understand that close cooperation will be required during all phases of the development of the Design in order to allow the Design Services to progress in an orderly manner and agree to use reasonable efforts to insure that the flow of information between the Town and the Designer is conducive to achieving such progress.

1.3.3 In the event that the Designer's performance of, or failure to perform, its obligations hereunder causes the Town and/or the General Contractor, if any, to incur additional construction costs to correct the Designer's deficiencies, the Designer shall be responsible for such costs. In addition, the Designer is required to perform all redesign services necessary to correct any and all errors, omissions and inconsistencies in the Design Materials at no cost to the Town (which responsibility shall not preclude the pursuit of available insurance proceeds on account thereof).

1.3.4 The Town and the Designer intend that their obligations under this Contract will be performed in an open, cooperative and mutually beneficial manner which includes appropriate "real time" participation and involvement in the Project by the Town and the Designer. To accomplish such objective, the Town and the Designer agree to cooperate by keeping each other informed on a reasonably current basis (by a free exchange of information and regular meetings on status) of all significant matters related to the Project which come to the attention of any of them.

1.3.5 If Construction Contract bids exceed the Town's budget for the Project, then modifications to the Construction Documents necessary to allow the applicable portion of the Construction Work to meet the Town's budget shall be provided at no additional cost to the Town.



## ARTICLE 2

### **RESPONSIBILITIES OF THE DESIGNER**

2.1 The services performed by the Designer, Designer's employees and Designer's Lower-tier Entities shall be as set forth in the Contract Documents.

2.2 The Designer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Designer shall submit for the Town's approval a schedule for the performance of the Designer's services which initially shall be consistent with the time periods established in the RFP and the Designer's Proposal and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Town's review, for the performance of the Town's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Town shall not, except for reasonable cause, be exceeded by the Designer or Town.

2.3 The Designer's Designated Representative identified in Section 9.15 shall be authorized to act on the Designer's behalf with respect to the Project.

2.4 The Designer shall maintain the confidentiality of information specifically designated as confidential by the Town, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Designer from establishing a claim or defense in an adjudicatory proceeding. The Designer shall require of the Designer's Lower-tier Entities similar agreements to maintain the confidentiality of information specifically designated as confidential by the Town.

2.5 Except with the Town's knowledge and consent, the Designer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Designer's professional judgment with respect to this Project.

2.6 The Designer's professional services shall be consistent with the ordinary degree of care and skill of the architectural or engineering profession, as applicable, in Virginia existing as of the date such services are rendered. The Designer shall also incorporate in its work those federal, state and local laws, regulations, codes, and standards that are applicable at the time the Designer prepares the design. In the event of a change in laws or regulations of which the Designer becomes aware or reasonably should become aware, that requires an amendment to the design, the Designer shall inform the Town of the change and its impact on work already done or to be done, the fees and costs involved, and scheduling. Should the Designer fail to comply with applicable codes, standards, rules and regulations, the Designer hereby agrees to bear all resulting costs for the full cost of correcting all design documents and the cost of changing the affected documents of the Town and any other Project consultant, including the replacement of reproducible drawings.

2.7 The Designer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Town. The Designer shall provide prompt written notice to the Town if the Designer becomes aware of any errors, omissions or inconsistencies in such services or information.

2.8 Nothing herein shall be construed so as to prohibit the Designer from entering into subcontracts with Lower-tier Entities for services within the scope of this Contract. The Designer shall bind each and every Lower-tier Entity to the terms stated herein. The Designer shall verify that all persons rendering services under this Contract are properly licensed to provide such services in the place which the Project is located and affirms that it will be fully responsible for the acts, errors,

and omissions of its subcontractors and shall fully indemnify, defend and save harmless the Town, its agents, employees, and assigns from any and all claims resulting from services negligently rendered by the Designer's Lower-tier Entities.

2.9 If the Designer becomes aware of any facts, information, or events which have caused, or are likely to cause, a delay in the performance of its services or in the completion of the Project, it shall promptly notify the Town in writing, setting forth the reasons for the anticipated delay, the length of the delay, and steps it is prepared to take to accelerate its services and/or the Project to meet the approved schedule.

2.10 The Designer represents that it, as well as its Lower-tier Entities, are experienced and fully qualified to perform the services contemplated by this Contract, and that it and all of its employees are properly licensed, pursuant to Applicable Law, to perform such services. The Designer acknowledges that the identification of staff members of the Designer designated to work on the Project in the Designer's Proposal or otherwise is a material inducement to the Town in entering into this Contract.

2.11 The Designer shall be solely responsible for the coordination of its services with the work of the Contractor, other consultants, the Town, and other governmental entities having jurisdiction over the Project.

2.12 To the extent the Design Services include the written or graphic interpretations of the Construction Documents necessary for the proper execution or progress of the Construction Work, Designer shall provide such interpretations within a reasonable time, on all matters relating to the execution of the Construction Work or the interpretation of the Construction Documents so as not to delay the progress of the Work.

2.13 To the extent the Design Services include the review, approval or other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples, the Designer shall perform such review, approval or other appropriate action within a reasonable time, so as not to delay the progress of the Construction Work.

2.14 To the extent the Design Services so require, the Designer shall prepare, upon request of the Town, drawings and specifications with respect to change orders and change order proposals, for review and approval by the Town for execution in accordance with the Construction Contract.

2.15 Designer's Additional Services. The Designer shall obtain the written approval of the Town prior to performing any Additional Services. Compensation for Additional Services shall be made as provided in Article 4 hereof. Such prior written approval is a condition precedent to payment for Additional Services.

2.16 To the fullest extent permitted by law, the Designer shall be liable to the Town for all damages attributable to any negligent acts of commission or omission by the Designer, its employees, agents and Designer's Lower-tier Entities resulting from the failure of the Design Services to comply with Applicable Laws, including but not limited to, any fines, penalties or corrective measures, and reasonable attorney's fees in connection therewith. The Designer shall not be responsible for the Construction Work or work performed by others which is nonconforming or contrary to the Construction Documents. This provision shall survive completion or termination of this Contract. The availability of insurance is not a limitation on the amount of damage recoverable hereunder.

2.17 To the fullest extent permitted by law, the Designer shall defend, indemnify and hold harmless the Town from and against all damages, including but not limited to reasonable attorney's fees, to the extent arising out of or resulting from:

- (i) The Designer's negligent acts or omissions in carrying out its obligations under this Contract;
- (ii) Its breach of this Contract; and
- (iii) Its negligent failure to comply with any Applicable Law, including, but not limited to, liability incurred by the Town or liability incurred by those within the control of or under contract with the Town, but excluding any damages arising out of or resulting from the negligent acts or omissions of the Town or others outside the control of the Designer.

The indemnification obligations under this Article shall not be limited with respect to amount or type of damages, compensation or benefits required to be paid under worker's or compensation acts, disability benefit acts or other employee benefit acts. The indemnification obligations set forth herein shall survive completion or termination of this Contract.

2.18 The Designer shall pay all applicable royalties and license fees on any and all matters arising in connection with the Design Services unless such matters arise from materials, systems or products specified by someone other than the Designer. The Designer shall hold harmless, indemnify and defend against all suits or claims for infringement of patent, trademark or copyrights against the Town and its respective agents, officers, directors and employees with respect to the matters specified in the preceding sentence.

2.19 It is the intent of the parties hereto that the Designer be considered as an independent consultant and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of the Designer, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

### **ARTICLE 3**

#### **RESPONSIBILITIES OF THE TOWN**

3.1 Unless otherwise provided under this Contract, the Town shall provide full information in a timely manner regarding requirements for and limitations on the Project.

3.2 The Town's Designated Representative identified in Article 9.15 shall be authorized to act on the Town's behalf with respect to the Project. The Town or the Town's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Designer in order to avoid unreasonable delay in the orderly and sequential progress of the Designer's services.

3.3 The Town shall provide prompt written notice to the Designer if the Town becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Designer's Instruments of Service.

3.4 The Town shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Construction Contract, or contingencies included in the overall budget or a portion of the budget, without consulting with Designer regarding a corresponding change in the Project scope and quality.

## **ARTICLE 4**

### **CHANGES IN DESIGN SERVICES**

4.1 After the execution of this Contract, the Town may issue written modifications reasonably related to the original Project parameters without invalidating the Contract. Such modifications may consist of additions, deletions or other revisions. Designer agrees to perform such services promptly and to continue performance of additional services related to such modifications pending final resolution of any claims or disputes regarding the modifications. Except for a change due to the fault of the Designer, a written modification shall entitle the Designer to an equitable adjustment in compensation.

4.2 Contract modifications or change orders shall be signed by both parties in accordance with the VPPA.

## **ARTICLE 5**

### **DISPUTE RESOLUTION**

5.1 Notwithstanding any provision of law to the contrary, all claims, disputes, and other matters or questions between the Designer and the Town arising from or relating to this Contract, shall be resolved under this paragraph. Dispute resolution shall be pursuant to Section 2.2-4363 Contractual Disputes of the VPPA.

5.2 The Designer shall immediately notify the Project Manager in writing of any claim or dispute pertaining to this Contract. Upon receiving notice of a claim, the Project Manager or designated representative will attempt to resolve the dispute. If the Designer is not satisfied by the Project Manager's decision, the Designer shall within ten (10) days after receipt of the Project Manager's proposed resolution, submit a written claim to the Director of the Department of Public Works and Capital Projects. The Director of the Department of Public Works and Capital Projects shall issue a written decision within ten (10) days after receipt of a claim. If the Designer is not satisfied with the resolution proposed by the Director of the Department of Public Works and Capital Projects, the Designer shall within (10) days after receipt of the Director of the Department of Public Works and Capital Projects' proposed resolution, submit a written claim the Chief Procurement Officer (CPO). The CPO shall issue a written decision within ten (10) days after receipt of a claim. Any appeal of the decision of the CPO shall follow the provisions of Section 2.2-4365 Administrative Appeals Procedure of the VPPA.

## **ARTICLE 6**

### **DEFAULT AND TERMINATION**

6.1 Subject to the provisions below, the contract may be terminated by either party upon ten (10) days advanced written notice to the other party; but if any services hereunder are in progress, but not delivered or completed as of the date of termination, then this contract may be extended upon written approval of the Town until said supplies or services are either delivered or completed and accepted.

6.1.1 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 Article 8 of this Contract and reasonable expenses incurred in reliance upon the Contract.

Notwithstanding the foregoing, Designer agrees that any resulting contract shall be subject to annual appropriations of the Leesburg Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

6.1.2 By Town for Cause. The Town may terminate this Contract for cause if the Designer is in material breach of this Contract and fails to adequately remedy such a breach after written notice from the Town, and a 14-day period to cure the breach. If this Contract is terminated by the Town for cause, the Town may withhold any further payments to the Designer until it determines its damages and may sue the Designer for any damages caused by the breach.

6.1.3 If this Contract is terminated by the Town, the Designer shall, within seven (7) days thereafter, deliver to the Town all Contract Deliverables, as specified in Section 1.2, regardless of the current state of completion. In such case, the Designer grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Designer, but the Designer will not be liable for any change or alterations to the Contract Deliverables, or for their use in an incomplete state.

6.1.4 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 for without cause under Section 6.1.1, and any liability of the Town shall be limited solely to the liability provided by that paragraph for termination without cause.

## **ARTICLE 7**

### **INSURANCE**

7.1 Designer 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 Designer.

7.2 Designer shall 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.

7.3 Designer shall carry Workers Compensation Insurance that meets the statutory requirements of the Commonwealth of Virginia.

7.4 Designer shall carry Professional Liability Insurance for any errors or omissions in the services it provides to the Town in an amount not less than \$2,000,000.

7.5 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.

7.6 A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured with respect to the General and Automobile Liability Policies shall be furnished to the Town. Liability coverage including, without limitation, general liability and professional liability coverage, shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving thirty (30) days prior written notice of such action to the Town.

## ARTICLE 8

### COMPENSATION AND PAYMENT

8.1 Except as specifically provided otherwise herein, the Designer shall be paid fees at the unit prices set forth in the proposal in an amount not to exceed of [Dollar Amount in Words], [Dollar Amount in Numbers).

8.2 Invoices with all supporting documentation shall be submitted monthly by the Designer to the Town in the Designer's standard invoice format detailing the hours worked and services performed. Invoices must reference the Town of Leesburg Purchase Order number on their first page. Invoices shall be mailed to the Town's project manager at: Town of Leesburg, Department of Public Works and Capital Projects, Office of Capital Projects, 25 West Market Street, Leesburg, Virginia 20176.

8.3 Payments are due and payable forty-five (45) days from the date of the Designer's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal.

8.4 Acceptance by the Designer of the final payment under this Contract shall operate as, and be a release to, the Town and every officer, employer, and agent thereof, from all claims by and liabilities to the Designer, except for pending written claims.

8.5 Within seven (7) days after receipt of amounts paid to the Designer by the Town for work performed by Lower-tier Entities under the Contract the Designer will:

8.5.1 Pay the Lower-tier Entity for the proportionate share of the total payment received from the agency attributable to the work performed by the Lower-tier Entity under the Contract; or

8.5.2 Notify the Town and Lower-tier Entity, in writing, of its intention to withhold all or a part of the Lower-tier Entity's payment with the reason for nonpayment.

8.6 Designer must provide its Federal Employer Identification Number to the Town.

8.7 The Designer will pay interest to the Lower-tier Entity on all amounts owed by the Designer that remain unpaid after seven (7) days following receipt by the Designer of payment from the Town for work performed by the Lower-tier Entity under that contract, except for amounts withheld as allowed in Article 8.5.2.

8.8 The Designer will include in each of its subcontracts a provision requiring each Lower-tier Entity to include or otherwise be subject to the same payment and interest requirements with respect to each Lower-tier Entity.

8.9 The Designer's obligation to pay an interest charge to a Lower-tier Entity 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.

8.10 All funds for payments by the Town under this Contract are subject to the availability of an annual appropriation for this purpose by the Leesburg Town Council. In the event of non-appropriation of funds by the Leesburg Town Council for the Work required under this Contract, the Town will terminate the Contract in accordance with Article 6.1.1, on the last day of the then

current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

## **ARTICLE 9**

### **OTHER PROVISIONS**

9.1 Should any provision of this Contract require interpretation or construction, it is agreed by the parties that the court interpreting or construing this Contract shall not apply a presumption that the provision be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the parties hereto and their respective attorneys and agents have fully participated in the preparation of all provisions hereof.

9.2 Assignment of Contract. This Contract shall not be assignable by the Designer in whole or in part without the prior written consent of the Town, which the Town may withhold in its sole discretion.

9.3 Ethics in Public Contracting – This Contract incorporates the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2, and the VPPA, Article 6, of Chapter 43 of Title 2.2 of the Code of Virginia.

9.4 Business, Professional, and Occupational License (BPOL) – All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

9.5 Employment Discrimination by Designer Prohibited:

9.5.1. During the performance of a contract, the Designer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Designer; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Designer, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

9.5.2. The Designer will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each Lower-tier Entity.

9.6 Drug-Free Workplace – Pursuant to Section 2.2-4312 of the VPPA, the Designer agrees as follows:

9.6.1 During the performance of this contract, the Designer agrees to (i) provide a drug-free workplace for the Designer'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 Designer '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 Designer that the Designer 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 Lower-tier Entity.

9.6.2 "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Designer in accordance with this paragraph, 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.

9.7 Faith-Based Organizations – Pursuant to Section 2.2-4343.1 of the VPPA – The Town of Leesburg does not discriminate against faith-based organizations.

9.8 No Third Party Beneficiary. The Town and Designer hereby acknowledge and agree that no person receives any rights or benefits hereunder, either expressly or by implication, from this Contract.

9.9 Relation to Town. It is the intent of the parties hereto that the Designer be considered as an independent consultant and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of the Designer, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

9.10 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 therefrom.

9.11 Laws and Regulations. It shall be understood and agreed that any contract awarded on this proposal shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in the Circuit Court of Loudoun County, a court within the Commonwealth of Virginia.

9.12 Licenses and Permits. The Designer shall pay all Town, County, State and Federal taxes required by law resulting from the Designer's work or traceable thereto, under whatever name levied.

9.13 Audit. The Designer 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.

9.14 Unauthorized Aliens. In accordance with Section 2.2 – 4311.1 of the Code of Virginia, the Designer agrees that it does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1980.

9.15 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 Contract:

1. For Town:

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Capital Projects Manager  
Department of Public Works and Capital Projects  
25 West Market Street  
Leesburg, VA 20176

And

\_\_\_\_\_  
Town Attorney  
Town of Leesburg  
25 West Market Street  
Leesburg, VA 20178

2. For Designer:

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

9.16 Severability. The provisions of this Contract are intended to be severable, and if any provision, including, without limitation, any portion of any subparagraph, is found to be invalid, then full effect shall still be given to the remaining provisions not found to be invalid.

In witness whereof, the parties below, execute this contract as the date first above written,

<b>Town of Leesburg</b>	<b>[Design Firm]</b>
<b>Authorized</b>	<b>Authorized</b>
<b>Signature</b> _____	<b>Signature</b> _____
<b>Name</b> _____	<b>Name</b> _____
<b>Title</b> _____	<b>Title</b> _____
<b>Date</b> _____	<b>Date</b> _____

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

**-END OF SECTION-**

**RFP SUBMISSION FORM  
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR  
EXPANSION OF THE LEESBURG POLICE STATION**

RFP NO. 20001-FY19-34

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_

Principal place of business at \_\_\_\_\_

Federal ID Number \_\_\_\_\_ Registered Agent \_\_\_\_\_

State Corp. Commission Registration No. \_\_\_\_\_ (or attach Certificate of Good Standing)

Town of Leesburg BPOL No. (if required) \_\_\_\_\_

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 Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION IV – COLLUSION** - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above

representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature\_\_\_\_\_ Date\_\_\_\_\_

Name (Printed)\_\_\_\_\_ Title\_\_\_\_\_

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL