



**REQUEST FOR PROPOSAL (RFP)
ABC LICENSED BEVERAGE & EVENT SERVICES**

ISSUE DATE: Friday, November 19, 2021

RFP NO.: 100420-FY22-17

QUESTION DEADLINE: Tuesday, November 30, 2021; 12:00 P.M.

PROPOSAL DUE DATE: Thursday, December 9, 2021; 3:00 P.M.

DELIVERY ADDRESS: Commonwealth's eProcurement website
www.eva.virginia.gov

CONTACT: Kelly Neff, VCA, VCO
Buyer
Phone: 703-771-6501
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E-mail: BidQuestions@leesburgva.gov

NOTE: Effective January 1, 2021, and until further notice, all bids and proposals in response to a formal solicitation issued by the Town will be securely received via eVA, the Commonwealth's eProcurement website. All formal solicitations, including notices of addenda, will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and eVA (www.eva.virginia.gov). Courtesy notifications will be provided to interested parties who have registered to receive updates. Interested parties are responsible for providing the correct contact information to the Town.

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I. PURPOSE

The Town of Leesburg (the “Town”) is soliciting proposals from a qualified ABC licensed vendor to recruit breweries and/or wineries for Town of Leesburg events. The specific needs will vary depending on the event, but generally the successful offeror will assist the Town in organizing alcohol vendors and sales for the event including, but not limited to, pre-event logistics, set-up, event day operations and event breakdown for the Annual Leesburg Flower and Garden Festival, TASTE Leesburg and the Leesburg Airshow. Smaller, private invitation only events that require bar services may be added as the need arises.

II. BACKGROUND

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated population of 54,215. The Town is the largest town in population in the Commonwealth of Virginia. Town Services include; a general aviation airport, police, public works including street maintenance, storm water management, utility services including water and sanitary sewer, parks and recreation with 18 active and passive parks, and a genealogical and research library amongst other services.

The Town of Leesburg Parks and Recreation Department offers a variety of programs, facilities, services, and events to meet the recreation and leisure needs of the community. The three (3) major events requiring ABC licensed vendor coordination include: The Leesburg Flower and Garden Festival, TASTE Leesburg and the Leesburg Airshow. The number of beverage vendors needed per event will vary based on the size, hours, and number of days and nature of each event.

The Leesburg Flower and Garden Festival takes place annually in April, typically the third weekend depending upon where Easter falls on the calendar. The Leesburg Flower and Garden Festival (www.flowerandgarden.org) is a long standing two-day event with two stages in its footprint, held in the heart of downtown Leesburg. The event includes an enclosed beer garden with approximately 8 beer vendors offering sample-sized tastes.

TASTE Leesburg (www.TASTEleesburg.com) is a relatively new event on the streets of downtown Leesburg with two or three stages of entertainment. TASTE Leesburg is typically the second Saturday in August. The TASTE event is an open alcohol event featuring local breweries and wineries. The public can carry their sample-sized beverages openly throughout the event footprint.

The Leesburg Airshow (www.leesburgairshow.com) takes place on the last Saturday in September at the Leesburg Executive Airport and features static plane displays as well as air performances. Attendees of the Airshow can purchase beer and walk the event footprint with their drink.

III. SCOPE OF WORK

The Town is seeking an ABC licensed coordinator to coordinate services for the events listed below. The successful offeror, also referred to herein as “Contractor”, will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein. The requirement identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

A. Contract Events

1. Flower & Garden Festival:

Leesburg’s Flower and Garden Festival is a unique two-day event, generally the third weekend in April produced by the Town of Leesburg’s Department of Parks and Recreation and supported by other Town agencies, the business community and event sponsors. The street festival transforms six blocks of the 18th century historic downtown area into a botanical garden, attracting over 35,000 people. There are over 120 vendors, plus a variety of food and entertainment to ensure there is something for everyone. The festival hosts a family-friendly Beer Garden. The beer garden highlights local breweries for upwards of 1,500 attendees over the two-day event. The Beer Garden will be located on the rooftop of the Town parking garage. The area is approximately 150 feet long and 54 feet wide. Each beer vendor will be allotted a 10’ x 10’ space. The entrance fee to the Beer Garden includes a tasting glass and two drink tickets. Traditionally, additional tickets have been available for purchase. Tasting tickets are not sold in advance or at a discounted price. In 2019, visitors paid \$10 at the entrance for a souvenir glass and two tasting tickets. Beer vendors are set up on pavement at this event.

2. TASTE Leesburg:

This one-evening event is the newest community event to the Town, taking place on the second Saturday in August. Downtown Leesburg brings night life to the streets of the historic district! Breweries, wineries, art, and businesses come together to create a mecca of shopping, live entertainment, eating and drinking while strolling the street. The event footprint in the heart of Historic Leesburg consists of two blocks of Market Street and two-three blocks of King Street; and will host local breweries and wineries in 10 x 10 spaces. General admission to the event is free. Visitors wishing to sample beverages are encouraged to buy a ticket in advance giving them unlimited tastings throughout the event. The ticket price includes the souvenir sampling glass. Individual drink tickets are not available. Visitors are able to purchase a ticket on the day of the event if tickets are available. Discounted tickets may apply after a certain time on the day of the event. In 2021, an early bird drink ticket was available for \$40, with approximately 1/3 of the 3,000+ attendees purchasing a ticket. Beer and wine vendors are set up on pavement for this event.

3. Leesburg Airshow:

This is one, fun-filled day of exciting and educational aviation displays and demonstrations held at the Leesburg Executive Airport. It provides a wonderful opportunity to see a snapshot of the general aviation world with a static display area, located on the airport's aircraft parking ramp, airshow exhibitors showcasing the many facets of general aviation, such as flight training, corporate transportation and emergency rescue operations. There are a variety of food/beer vendors and children's activities. 2021 offered beer sales as 12oz. pours in a souvenir cup for approximately \$7. Beer vendor will be set-up in a 10' x 10' space. Attendance at the 2021 Leesburg Airshow saw upwards of 10,000 attendees during the 5-hour event. All vendors are set up on pavement at the Airshow.

B. Contract Deliverables

The successful offeror, also referred to herein as "Contractor", will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein. The requirement identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

- a. Contractor must be responsible for identifying and contacting potential vendors in addition to securing vendors for each event. The Department of Parks and Recreation will pre-approve vendors. The approximate number of vendors needed for each event is as followed:
 - i. Flower & Garden Festival: 6-8
 - ii. TASTE Leesburg: 18-22
 - iii. Leesburg Airshow: 1-2
- b. Contractor shall be responsible for sending information to vendors based on the Department of Parks and Recreation recommendations for event load in and load out schedules, parking instructions, and event marketing.
- c. Contractor shall be responsible for being on-site the day of the events to assist vendors with set up. The Contractor shall also be responsible for providing vendors with ice and other logistical support as needed.
- d. Contractor shall be responsible for notifying vendors of logistical needs such as tents, tables and chairs that are to be provided by the vendor or the Contractor.
- e. Contractor shall be responsible for collecting all fees for tickets and glasses, both at the event or any tickets sold in advance. An itemized report of all ticket and glass sales will be sent to the Town of Leesburg Parks and Recreation Department within 10 days following the event.
- f. Contractor will set fee and collect payment for drink sales at the Leesburg Airshow.

- g. Contractor shall be responsible for screening and monitoring of patrons requesting to purchase drinks or drink tickets. Contractor and their assigned staff will verify patrons are of legal age to purchase alcohol at the event.
- h. Contractor shall be responsible to monitor patrons being served alcohol at the event and to make the decision to stop serving individual patrons if safety becomes a concern.
- i. Contractor will provide for tables and seating for garden patrons to use while visiting the beer garden.
- j. Contractor shall make arrangements to have music available in the Beer Garden. This can be a live band, acoustical performance, or amplified track music.

C. Contractor Qualifications.

- a. Contractor shall be eligible to apply for, obtain, and hold the necessary ABC permit based on the scope of each event.
- b. Contractor shall have experience working with local, Loudoun County based wineries, breweries and distillers.
- c. Contractor shall have managed alcohol sales for public events of similar scope.
- d. Contractor shall have available staff to manage alcohol sale logistics, including but not limited to ID checks, setup/breakdown, ticket sales, and oversight of alcohol consumption.
- e. Contractor shall participate in event promotion through various forms of media in conjunction with the Town's marketing plan.

D. Services Provided by the Town

- a. The Town of Leesburg will be responsible for the purchase of the tasting glasses for events that require them. The size and shape of the glass will be decided on by the Town of Leesburg with input from the Contractor. The glasses, traditionally include a sponsor logo determined by the Town of Leesburg and their Sponsorship Coordinator.
- b. The Town of Leesburg will purchase and supply wristbands to identify those 21 years and older that wish to purchase alcoholic beverages at the event. Wristbands may or may not include a sponsor logo determined by the Town of Leesburg and their Sponsorship Coordinator.

- c. The Town of Leesburg will purchase and provide tasting tickets for the Flower and Garden Festival in order to track drink purchases.
- d. The Town of Leesburg will provide perimeter fencing or barricade for compliance with ABC regulations at all events.
- e. The Town of Leesburg will provide signs and banners designating the Beer Garden at the Flower and Garden Festival and the ticket purchase and ID check area for TASTE Leesburg.
- f. The Town of Leesburg will provide tables and tents for check-in areas for the Beer Garden and TASTE Leesburg, if needed. Tables and Tents will not be provided for individual beer and wine vendors secured by Contractor.
- g. The Town of Leesburg will provide restrooms or porta-johns at all events.
- h. The Town of Leesburg will provide Leesburg Police Officers for overall event security at all events where alcohol is served. Police will not be assigned to assist with ID checks or ABC issues. Police will respond to emergencies or incidents that may occur. Town Police will provide overnight security for the Flower and Garden Festival.

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

One (1) electronic copy of your complete proposal, and one (1) electronic copy with any trade secret, confidential, or proprietary information redacted must be submitted. Late proposals will **not** be accepted. Mailed, telephone, fax, electronic, emailed and verbal offers will **not** be accepted.

Submit proposals through the Commonwealth's eProcurement website, www.eva.virginia.gov with the following information on the exterior:

TITLE: RFP No. 100420-FY22-17 ABC Licensed Beverage and Event Services

DUE DATE: Thursday, December 9, 2021; 3:00 P.M.

In order to be considered for a contract award, offerors must complete and submit a response to this RFP via the Commonwealth's electronic procurement website eVA (www.eva.virginia.gov). eVA streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. Offerors desiring to provide goods and/or

services to the Town must be a registered vendor in eVA. eVA Vendor Registration is free.

On the eVA website, www.eva.virginia.gov, applicants must login as a vendor using their eVA username and password. Please contact eVA Customer Care for instructions and/or assistance in registering to become a vendor, login, and/or uploading documents. eVA Customer Care:

Hours: 8:00 AM to 4:45 PM, Monday through Friday

Phone Toll Free: 866-289-7367

Email: eVACustomerCare@DGS.Virginia.gov

Guides for registering as a new vendor and submitting proposals on eVA are included at the end of this document.

Proposals shall be submitted electronically to the Town via the Commonwealth's eVA website **prior** to the proposal submission deadline stipulated for this RFP or as amended via any subsequent addenda issued by the Town. Offerors assume full responsibility for the electronic delivery of the completed proposal to www.eva.virginia.gov on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the submission of proposals. Late proposals will **not** be accepted. Proposals submitted by any method other than via the eVA website will **not** be accepted.

All required forms and documentation submitted in response to this RFP must be uploaded as one (1) pdf attachment to eVA (www.eva.virginia.gov). The attachment should use the following naming convention: the RFP number and the name of the bidder (i.e. RFP No. _____ - Your Company's Name).

NOTE: eVA will not allow an offeror to upload documents after the deadline set for receipt of proposals. Any submission partially uploaded at the deadline date and time will be considered incomplete and will not be accepted. ANY PROPOSAL RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.

B. Proposal Format

Offerors shall submit proposals in the following format:

1. Proposals shall include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals shall be submitted on 8-1/2" x 11" paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposals shall be signed by the person or persons legally authorized to bind the offeror to a Contract. During the COVID-19 State of Emergency, and during the Emergency or until further notice, electronic signatures will

be accepted by the Town and submission of a proposal through the eVA website constitutes your representation that your firm authorizes the use of electronic signatures.

4. Proposals shall contain no more than seventy-five (75) 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 one PDF, all pages shall be numbered, and shall be organized using tabs in the sequence and format as indicated below:

| | |
|-----------|---|
| SECTION 1 | <ul style="list-style-type: none"> • Executive Summary • Offeror Submission Form (Page 30) • Acknowledgement of Addenda (Page 31) |
| SECTION 2 | <ul style="list-style-type: none"> • Offeror’s Experience and History • Project Team and Organization Chart • Client Listing/References (Page 32) |
| SECTION 3 | <ul style="list-style-type: none"> • Outline of Offeror’s Ability to Meet the Scope of Work as Outlined in Section III • ABC License • Work Sample |
| SECTION 4 | <ul style="list-style-type: none"> • Price Proposal (Page 33) |
| SECTION 5 | <ul style="list-style-type: none"> • Exceptions to the RFP |

C. Proposal Organization

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

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

2. **Capability and Skill:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: offeror's qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a list of six (6) references from the last five (5) years. The list must include names, address, telephone numbers, and email addresses 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. **Please include copies of ABC License. Additionally, please include sample pictures or websites to the event information of similar work that you have completed for a Parks and Recreation Department or similar agency.**

4. **Price Proposal:** Offeror shall provide proposed fee structure for the Town in the format outlined on the Pricing Form. Price proposal will be itemized by the deliverables outlined in Deliverables in Section III.

5. **Exceptions to RFP:** Detail any exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

D. Proposal Protection

In accordance with Sections 11 and 12 of the Town's General Terms and Conditions, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal with the trade secrets

and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be removed from consideration.

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 12:00 p.m. on Tuesday, November 30, 2021.**

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. Completeness and quality of proposal – 10%
2. Previous experience with similar organizations and events and understanding of event needs- 35%
3. Accessibility to the Town – 20%
4. Price Proposal – 35%

B. Selection Process

The selected committee will be comprised of Town of Leesburg staff. The Town Staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate a contract in accordance with the process for competitive negotiation described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for non-professional services.

The Town reserves the right to accept or to reject any or all proposals in whole or in part, to make multiple awards, 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 term of this Contract shall commence on a date that is mutually agreed upon both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, this Contract may be renewed for four (4) additional one-year terms.
2. **Cancellation of Individual Event(s):** If any one or more events cannot be held outdoors due to inclement weather, then at the Town's discretion, the event may be relocated indoors or cancelled. If cancelled with at least 24 hours' notice to the Contractor, the Town will not be held liable for payment of any alcohol purchased and not consumed. OR, The Town may cancel such event without liability to the Contractor. }

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 **703-771-2723**. 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 ten (10) 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 ten (10) 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 ten (10) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

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

18. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
19. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

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

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

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

20. **Modification of the Contract:** This contract may be modified by approved a contract modification or change order signed by both parties in accordance with the VPPA.

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

22. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

23. **Collusion Among Offerors:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.

24. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
25. **Qualification of Offerors:** Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
26. **Liability:** The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
27. **Expenses Incurred In Preparing Proposal:** The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
28. **Protest Of Award Or Decision To Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
29. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
30. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
31. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Offeror shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in

combination with an Umbrella or Excess Policy. 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.

SAMPLE CONTRACT

CONTRACT NO. [SOLICITATION TITLE]

This **CONTRACT** (the “Contract”) is made this ____ day of _____, 2021, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “Town”), a municipal corporation, and _____, a _____ having a usual place of business at _____ (the “Contractor”), collectively referred to herein as “Parties”.

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, RFP No. 100420-FY22-17 (incorporated herein by reference), the Contractor’s Proposal dated _____(attached hereto as “Exhibit A”), and any subsequent purchase orders issued by the Town. Where the terms of this Contract and the Contractor’s Proposal are at variance, the provisions of this Contract shall prevail. The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract, will be resolved in the following order of precedence: (1) this Contract; (2) RFP No. 100420-FY22-17 and all addenda thereto; (3) the Contractor’s Proposal dated _____.
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 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 forty-five (45) days after receipt of invoice or completion of services, whichever occurs later.

Invoice 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
Parks and Recreation
Attn: Linda Fountain
25 W. Market ST
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 a court within 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 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.
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.
 - 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, but the Contractor will not be liable for any change or alterations to the Contract Deliverables or for their use in an incomplete state.
- D. 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.
- E. If any one or more events cannot be held outdoors due to inclement weather, then at the Town's discretion, that event may be relocated indoors or cancelled. If cancelled with at least 24 hours' notice to the Contractor, the Town will not be held liable for payment of any alcohol purchased and not consumed. Or The Town may cancel such event without liability to the Contractor.

12. **Integration Clause.** This Contract, including all incorporated Contract Documents, 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 Contract, the Contractor certifies that it does not and will not during the performance of this Contract 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 Town 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 6 (Applicable Laws and Courts), 8 (Audit), 9 (Indemnification), 10 (Notice), 16 (Payment to Subcontractors) and 26 (Contractual Disputes) shall continue and survive in full force and effect.

30. **Insurance.** Contractor shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Leesburg as an 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 above written.

TOWN OF LEESBURG, VIRGINIA

[ENTER NAME OF CONTRACTOR]

AUTHORIZED
SIGNATURE _____
NAME Kaj H. Dentler
TITLE Town Manager
DATE _____

AUTHORIZED
SIGNATURE _____
NAME _____
TITLE _____
DATE _____

OFFEROR SUBMISSION FORM
RFP NO 100420-FY22-17

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: _____ |

REFERENCE FORM

QUALIFICATIONS: Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements. Provide at least six (6) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past five (5) years.
(Please print or type)

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

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

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

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

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

6. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED: _____

PRICING FORM
RFP NO. 100420-FY22-17
ABC LICENSED BEVERAGE & EVENT SERVICES

| Item | Description of Service | Lump Sum Price |
|------|--|----------------|
| 1 | Flower and Garden Festival: Percentage of gross entry sales that will be returned to the Town of Leesburg for the duration of the event | _____ % |
| 2 | Flower and Garden Festival: Percentage of gross ticket sales that will be returned to the Town of Leesburg for the duration of the event | _____ % |
| 3 | TASTE: Percentage of gross entry sales that will be returned to the Town of Leesburg for the duration of the event | _____ % |
| 4 | Airshow: Percentage of gross sales that will be returned to the Town of Leesburg for the duration of the event | _____ % |

Instructions to Offerors:

Proposals must be sealed with appropriate markings on the outside of the envelope or container. Complete all items or your proposal may not be considered. Subject to terms and conditions contained in the Request for Proposal.

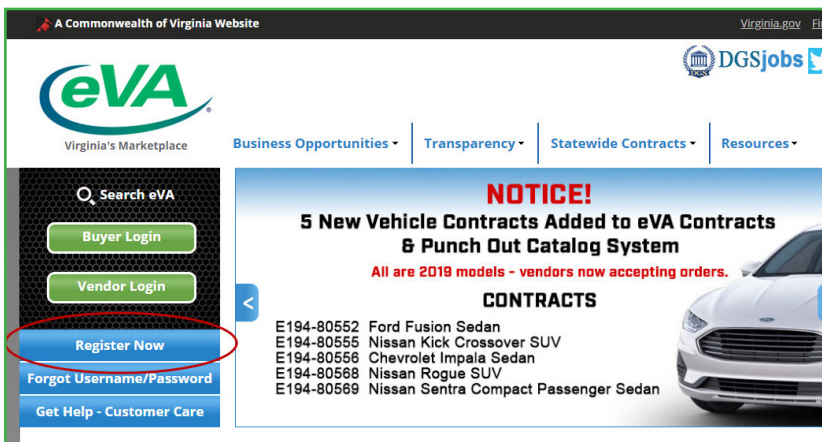
Proposed prices shall include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to perform the services as stated herein.

Signature: _____ Name & Title: _____ Date: _____



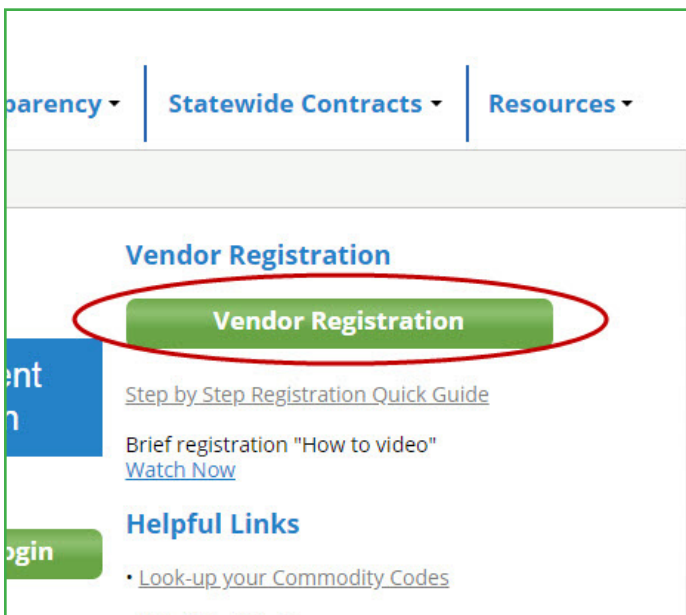
Step by Step Vendor Registration Instructions

Start by clicking the *Register Now* link on the eVA website homepage (www.eVA.virginia.gov).



Registration Checklist

1. **Company name** – Be sure to list a name that buyers will easily recognize.
2. **Federal Tax Identification Number (TIN)** – The 9 digit TIN or Social Security number that identifies your organization.
3. **Addresses & Contact information**
You will need street and/or PO box addresses, phone & fax numbers, and email addresses for orders, payments, bills, solicitations (business opportunities), and physical location.
4. **Commodity Codes** – Describes to buyers what your company sells. Use the *NIGP Code Look Up* link on the left hand menu of the eVA home page.



You can either begin a **New Registration**

Or you can choose **Add Location** or **Change Registration Type** to update an existing account

Search for your company location

Has your company done business with us in the past? If so, your company may already be in our database. Please use search.

Company Name:

Is your company listed ?

Yes, I found my Headquarters but not my Location → Click **Add Location** to create new Location for the existing Headq

Yes, my Account is activated but I don't know the login → Call Customer Care @ 1-866-289-7367 for help.

No, Register Now →

| Headquarter Standard Name | Location Name | HQ Account | Registration Type | |
|---------------------------|---------------|------------|-------------------|--|
| Team MX | Tomahawk | No | Self-Registered | Add Location |
| Tom Gilbert | Michigan | Yes | Self-Registered | Add Location |
| Tom Tom Inc | Tom Tom Inc | Yes | Self-Registered | Add Location |
| ✓ Tom's Taxidermy | HQ | Yes | State-Entered | Change Registration Type Add Location |

For a new registration, you will start the registration process by reviewing & accepting eVA's Memorandum of Agreement then entering your company's EIN or SSN number.

eVA Memorandum Of Agreement (Effective 5/16/2006)

Thank you for joining the Commonwealth of Virginia eVA supplier community. You must agree to the terms defined below in order to:

- continue with the eVA registration process.
- avoid having an existing registration deactivated/canceled.

You are strongly encouraged to click on the "help & advice" button for more information.

This Memorandum Of Agreement (Agreement) sets forth the terms that have been established by the Commonwealth of Virginia, Department of General Services ("DPS") to govern all electronic procurement transactions made between your firm ("Vendor") and any agency or public body made, in whole or in part, utilizing the Commonwealth of Virginia's web-centric statewide electronic procurement solution (eVA).

For purposes of this Agreement:

- electronic procurement transaction is defined to include electronic quotations, bids, proposals, purchase orders, contracts, invoices, procurement information, instruments and notices electronically transmitted, received, or posted using eVA in lieu of or in addition to paper.
- agency is defined as any department, authority, board, post, commission, division, institution, or office of State government of the Commonwealth of Virginia.
- public body is defined as any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, or board created by law in Virginia to exercise some sovereign power or to perform some governmental duty, and empowered by law to use eVA.
- eVA Fee Schedule is defined as a listing of eVA registration, transaction, and other fees (eVA fees) that are assessed to eVA users and published on the eVA Website. Each fee set forth on the eVA Fee Schedule is effective dated so eVA users, including Vendors, can

Provide the following and continue

Taxpayer ID & Type: EIN SSN

Company Zip:

Company Profile

Tell us about your company, including if you'd like to receive bidding opportunities and whether or not your company accepts charge cards.

Enter information as it appears on your W-9 form

▼ Company Profile

* Taxpayer ID Number(Type) : 451203698(EIN)

* Organization Type :

Supplemental Organization Type :

Company/DBA/Location Name: Check if same as above

* Company Legal Name :

* DBA/Location Name :

Web Address :

* Notification of Bids? :

* Accept Charge Cards? :

Tax Exempt :

Tax Address

* W-9 Address :

City/State/Zip :

Country :

Attachments - attach supporting files: W-9, W-8, etc.
Registration is not considered complete unless a Commonwealth of Virginia Substitute W-9 is received. Payments for goods or services may be impacted without a properly executed Commonwealth of Virginia Substitute W-9 form. Get the W-9 form here: http://www.doa.virginia.gov/General_Accounting/Forms/W9_COVSubstitute.pdf

Purchases under \$5,000 will be made via the Commonwealth's Small Purchase Charge Card (VISA). Standard vendor merchant fees apply.

Upload your W-9 here.

Registration is not considered complete unless the Commonwealth of Virginia Substitute W-9 is received. Payments for goods or services may be impacted without a properly executed Commonwealth of Virginia Substitute W-9 form found here:
http://www.doa.virginia.gov/General_Accounting/Forms/W9_COVSubstitute.pdf

User Information

By checking the box for *Notifications* you are requesting for the *User to be* sent bidding opportunities.

▼ Create your Login Profile

* First Name :

* Last Name :

* Email :

* Retype Email :

* Phone :

Fax :

Notifications : (Include this user for Bid Notifications)

* Password :

* Retype Password :

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For additional information, contact evacustomer@dgcs.virginia.gov or 1-866-289-7367.

Ordering Information

If your *Ordering Address* is the same as the *W-9 address* you entered above, then click *Copy Tax Address*.

If your *Ordering Contact* is the same as the *Login Profile* you entered above, then click *Copy Login Profile Info*.

▼ Address Information

| | |
|---|---|
| Ordering Address (Copy Tax Address) | Ordering Contact: (Copy Login Profile Info) |
| * Street 1 : <input type="text"/> | * Contact First Name : <input type="text"/> |
| Street 2 : <input type="text"/> | * Contact Last Name : <input type="text"/> |
| * City/State/Zip : <input type="text"/> <input type="text"/> <input type="text"/> | * Email : <input type="text"/> |
| * Country : <input type="text"/> | * Retype Email : <input type="text"/> |
| * Method of Notification : Email | * Phone : <input type="text"/> |
| | * Fax : <input type="text"/> |

Receive bid notifications electronically by selecting *email* from the drop down menu.

Leave the default as “Yes” if your other addresses are the same as your *Ordering Address*.

If one of the addresses is NOT the same as your *Ordering Address* then select “No” from the drop down menu for that address type and complete all required fields.

| | |
|---|---|
| Solicitation Address/Contact(same as Ordering?) Yes | |
| Physical Address/Contact(same as Ordering?) No | Physical Contact: (Copy Login Profile Info) |
| * Street 1 : <input type="text"/> | * Contact First Name : <input type="text"/> |
| Street 2 : <input type="text"/> | * Contact Last Name : <input type="text"/> |
| * City/State/Zip : <input type="text"/> <input type="text"/> <input type="text"/> | * Email : <input type="text"/> |
| * Country : <input type="text"/> | * Retype Email : <input type="text"/> |
| * Method of Notification : <input type="text"/> | * Phone : <input type="text"/> |
| | * Fax : <input type="text"/> |
| Payment Address/Contact(same as Ordering?) Yes | |
| Billing Address/Contact(same as Ordering?) Yes | |

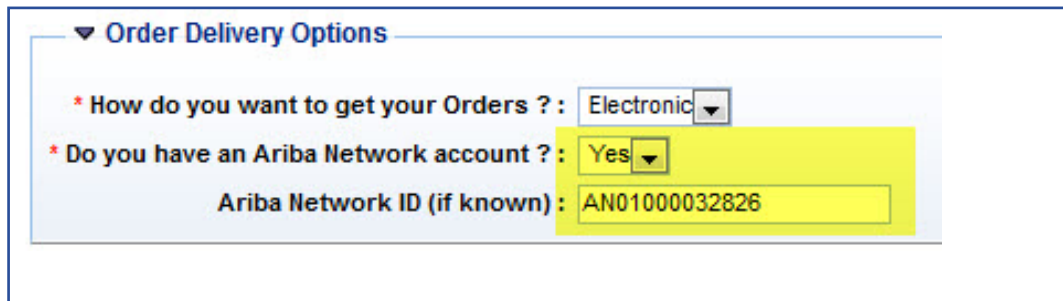
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Order Delivery Options

Receive your Orders Electronically

The Commonwealth of Virginia uses the Ariba Network, an Internet based service, to transmit Purchase Orders to our Vendors electronically. Electronic order routing is the preferred method of the Commonwealth.

If you have an Ariba Network Account choose “Electronic.” Select “Yes” to *Do you have an Ariba Network account?* and be sure to list your Ariba Network ID.



▼ Order Delivery Options

* How do you want to get your Orders ? : Electronic ▼

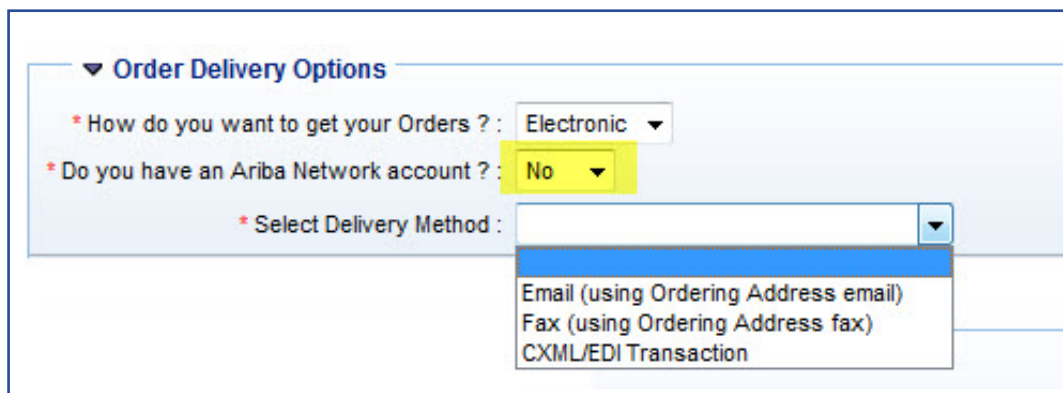
* Do you have an Ariba Network account ? : Yes ▼

Ariba Network ID (if known) : AN01000032826

If you do not have an Ariba Network Account choose “Electronic.” Select “No” to *Do you have an Ariba Network Account?* and select Email or Fax as your Delivery method. Orders will be routed to the Email or Fax you listed in your Ordering Address details.

By selecting “Electronic,” a free Ariba Network account will be pre-enabled for you. You will receive instructions on how to activate your Ariba account with your first order. With an Ariba account you will have access to Ariba’s vast network of users to whom you can also market your goods and services.

Choose “US Mail” only if the above methods do not fit your needs.



▼ Order Delivery Options

* How do you want to get your Orders ? : Electronic ▼

* Do you have an Ariba Network account ? : No ▼

* Select Delivery Method : ▼

- Email (using Ordering Address email)
- Fax (using Ordering Address fax)
- CXML/EDI Transaction

Service Area(s)

Tell Buyers where you do business

By choosing Zone 10, Statewide, you'll receive bid notifications from all over the state, not only from your area—providing you greater access to opportunities.

▼ **Service Area(s) and Commodity Profile**

Select Area(s) where you sell goods/services

Select Area(s)

Delete Service Area Zone

Choose

Select one or more Service Areas to associate to your company. To search for your Service Area, enter in a valid service area and click Search. Please click OK to save your changes.

Clear

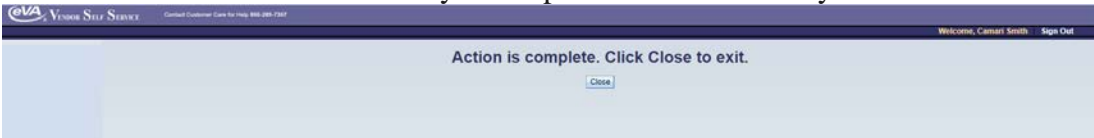
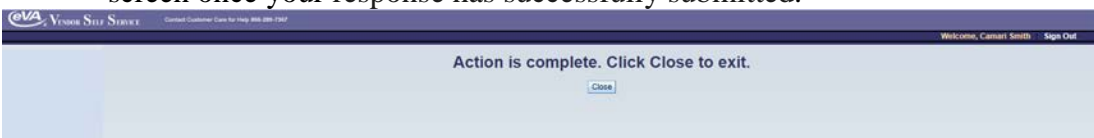
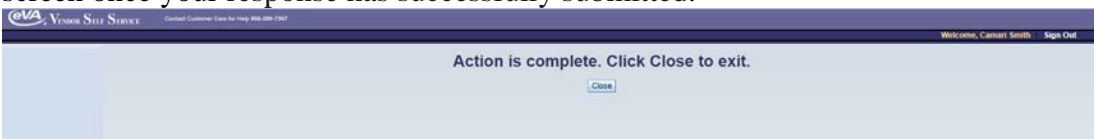
Service Area Zone : Search

| Service Area Zone |
|---|
| <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Cities: Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg. Counties: Isle of Wight, James City, Southampton, Surry, Sussex, and York. |
| <input type="checkbox"/> Cities: Colonial Heights, HopeWell, Petersburg, and City of Richmond. Counties: Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, King William, New Kent, Powhatan, and Prince George's. |
| <input type="checkbox"/> City: Fredericksburg. Counties: Caroline, Culpeper, Essex, Gloucester, King and Queen, King George, Lancaster, Madison, Mathews, Middlesex, Northumberland, Orange, Richmond County, Spotsylvania, Stafford, and Warren. |
| <input type="checkbox"/> Cities: Alexandria, Fairfax, Falls Church, Manassas, Manassas Park and Winchester. Counties: Arlington, Clarke, Fairfax, Fauquier, Frederick, Loudoun, Page, Prince William, Rappahannock, Shenandoah, and Stafford. |
| <input type="checkbox"/> Cities: Charlottesville, Harrisonburg, Staunton, and Waynesboro. Counties: Albemarle, Augusta, Fluvanna, Greene, Highland, Louisa, Nelson, and Rockingham. |
| <input type="checkbox"/> City: Emporia. Counties: Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Greensville, Halifax, Lunenburg, Mecklenburg, Nottoway, and Prince Edward. |
| <input type="checkbox"/> Cities: City of Bedford, Buena Vista, Clifton Forge, Covington, Danville, Lexington, and Lynchburg. Counties: Alleghany, Amherst, Appomattox, Bath, Bedford County, Botetourt, Campbell, Pittsylvania, and Shenandoah. |
| <input type="checkbox"/> Cities: Galax, Martinsville, Radford, City of Roanoke, and Salem. Counties: Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski, and Roanoke County. |
| <input type="checkbox"/> Cities: Bristol and Norton. Counties: Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise, and Wythe. |
| <input type="checkbox"/> Counties: Accomack and Northampton |

First Prev Next Last

OK Cancel

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| | |
|---|---|
| <p>Response Summary (cont'd)</p> | <p>NOTE: You will receive an “Action is complete. Click Close to exit.” confirmation screen once your response has successfully submitted.</p>  <p>iii. Click Close</p> |
| <p>5 Verify Acceptance / Review Response</p> | <p>i. From the Home page, Click the My Business dropdown box and click the Responses link (top of page).</p> <p>ii. Find the solicitation number and corresponding Response ID, if labeled “Accepted” your response has been accepted.</p> <p>iii. To Review the response, click the View/Edit Response button.</p> |
| <p>6 Amend Response</p> | <p>i. From the Home page, click the My Business dropdown box and click the Responses link (top of page).</p> <p>ii. Find the latest version of your solicitation response and click the View/Edit Response button.</p> <p>iii. Click Edit button (top of page), status will now be showing “In Progress”</p> <p>iv. Update information as necessary to this page</p> <p>v. Click Next: Subcontractor Plan</p> <p>NOTE: Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.</p> <p>vi. Click Next: Review & Submit</p> <p>vii. Review response and click Submit</p> <p>viii. Confirm submission of response by clicking the Submit button on pop up.</p> <p>NOTE: You will receive an “Action is complete. Click Close to exit.” confirmation screen once your response has successfully submitted.</p>  <p>ix. Click Close</p> |
| <p>7 Withdraw Response</p> | <p>i. From the Home page, click the My Business dropdown box and click the Responses link (top of page).</p> <p>ii. Find the latest version of your solicitation response and click the View/Edit Response button.</p> <p>iii. Click Withdraw (top of page)</p> <p>iv. Confirm and click Withdraw on pop up</p> <p>NOTE: You will receive an “Action is complete. Click Close to exit.” confirmation screen once your response has successfully submitted.</p>  <p>v. Click Close</p> <p>vi. Status under Response will now be Withdrawn</p> |

| | | |
|----------|-----------------------|--|
| 8 | Print Response | <ol style="list-style-type: none">i. From the Home page, click the My Business dropdown box and click the Responses link (top of page).ii. Find the latest version of your solicitation response and click the View/Edit Response button.iii. Click Next: Subcontractor Planiv. Click Next: Review & Submitv. Click Printvi. Click Exit |
|----------|-----------------------|--|