



**REQUEST FOR PROPOSAL (RFP)  
AUDIT SERVICES**

ISSUE DATE: Friday, January 14, 2022

RFP NO.: 100161-FY22-24

QUESTION DEADLINE: Friday, January 21, 2022; 5:00 p.m.

PROPOSAL DUE DATE: Wednesday, February 2, 2022; 3:00 p.m.

DELIVERY ADDRESS: Commonwealth's eProcurement website  
[www.eva.virginia.gov](http://www.eva.virginia.gov)

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Buyer  
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**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](http://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 is soliciting proposals from qualified certified public accounting firms to audit its financial statements beginning with the fiscal year ending June 30, 2022.

**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. The Town has approximately 386 full-time employees and 131 Retirees. Town Services include; a general aviation airport, police, public works including street maintenance, storm water management, utility services include water, and sanitary sewer, parks and recreation with 18 active and passive parks, and a genealogical library amongst other services. The Town’s fiscal year begins on July 1 and ends on June 30. As a government entity, the Town is exempt from being taxed on goods and services.

**A. Fund Structure**

- a. The Town uses the following fund types and account groups in its financial reporting:

Individual Fund Type/Account Group	Total Number of Funds	With Legally Adopted Budgets
General Fund	1	1
Special Revenue Funds	1 – Non Major	1
Capital Project Fund	1	1
Enterprise Funds	2	1

- b. Fund structure is subject to change annually.

**B. Budgetary Basis of Accounting**

- a. The Town prepares its budget on a basis consistent with Generally Accepted Accounting Principles (GAAP).

**C. Federal and State Financial Assistance**

- a. In FY2021, the Town received federal assistance directly from the government or as pass-through funds from the following agencies:
  - i. Department of Treasury
  - ii. Department of Housing and Urban Development
  - iii. Department of Justice
  - iv. Department of Transportation
  - v. The Town has received both CARES (\$9.6 million) and ARPA (\$5.9 million) federal grants subject to single audit

**D. Pension Plan**

- a. The Town participates in the Virginia Retirement System, which is a Multiple-Employer Defined Benefit Plan as well as a hybrid plan. The Virginia Retirement System provides actuarial services for this plan. The Town also offers its

employees a choice of deferred compensation plans in accordance with Internal Revenue Code 457.

E. Component Units

- a. The Town has no component units but does have a Balch Library Endowment Fund

F. Joint Ventures

- a. The Town does not participate in any joint ventures

G. Magnitude of Finance Operations

- a. The Finance Department is headed by Clark G. Case, Director of Finance and Administrative Services, who serves as the Town’s Chief Financial Officer, and consists of eighteen full-time and two part-time employees. The principal functions performed and the number of employees assigned to each are as follows:

i. Director of Finance and Administrative Services (CFO)	1
ii. Deputy Director of Finance and Administrative Services/Treasurer	1
iii. Finance Operations Manager (tax and revenue collections)	1
iv. Controller	1
v. Accounting Manager	1
vi. Staff Accountant	1
vii. Lead Customer Service Representative	1
viii. Accounting Associates	7
ix. Parking Enforcement Officers	3
x. Customer Service Technician	1
xi. Chief Procurement Officer	1
xii. Buyer	1
xiii. Management and Budget Officer	1
xiv. Senior Management Analyst	1

H. Computer Systems

- a. The Town uses the MUNIS software developed by Tyler Technologies to process accounting transactions and general ledger information as well as the Human Resources and Utility Billing.

**III. STATEMENT OF NEEDS**

The successful offeror, also referred to herein as “Auditor” or “Contractor”, will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein.

A. Auditing and Reporting Services

- 1. Annual Comprehensive Financial Report (ACFR)

- a. The Auditor shall express an opinion on the fair representation of the Town's basic financial statements as presented in the ACFR in conformity with Generally Accepted Accounting Principles (GAAP).
  - b. The Auditor shall be responsible for preparing the final copies of the financial reports. In addition, the Auditor will be responsible for the clerical preparation of the ACFR table of contents, letter of transmittal and all notes to the financial statements.
  - c. The Auditor shall perform certain procedures in regards to the required supplementary information and supporting schedules of individual funds that are provided by Town Staff.
2. Single Audit
  - a. In addition with the audit of the financial statements, the Auditor shall examine, perform tests, and report on the Schedule of Expenditures of Federal Awards and all related reports according to Uniform Guidance (2 CFR 200).
3. APA Transmittal Forms
  - a. The Virginia Auditor of Public Accounts (APA) requires all local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. The Auditor shall prepare the required forms, perform the agreed-upon procedures specified in the Uniform Financial Reporting Manual, and submit the forms to the Auditor of Public Accounts by November 30 following the end of the fiscal year.
4. GFOA Certificate of Achievement
  - a. The Auditor shall provide special assistance to the Town in order for the Town to continue to meet the requirements of the Government Finance Officer's Association of the United States and Canada (GFOA) "Certificate of Achievement for Excellence in Financial Reporting".
  - b. This special assistance may include but is not limited to:
    - i. Review the Town's disposition of the comments generated from the GFOA review of the prior year's ACFR.
    - ii. Review the ACFR for compliance with GFOA's requirements for the Certificate of Achievement
5. Report on the census data reported to the Virginia Retirement System (VRS) by the Town
  - a. The Auditor shall report on this information in accordance with the Specifications for Audits of Counties, Cities and Towns of the Auditor of Public Accounts, Commonwealth of Virginia.
6. Tax Billing and Collection is no longer performed internally by the Town and is now performed under a Memorandum of Agreement by Loudoun County. The scope of the audition of the Town's detailed records is reduced, but the auditor must perform sufficient procedures to provide reasonable assurance that the information provided

by the County and recorded on the Town's books is materially correct. Business licenses taxes, meals taxes, Transient and Occupancy taxes, permits, fees and general billing invoices, and other general revenues are still collected by the Town and must be subjected to sufficient auditing procedures.

7. Public Presentation of Audit

- a. The Auditor shall present in-person a summary report to the Town Council at the first public session in December unless other arrangements are agreed upon.

8. OS/POS

- a. The Town currently anticipates it will prepare one or more official statement/preliminary official statement (OS/POS) in connection with the sale of debt securities, which will contain the basic financial statements and the auditor's report thereon. The Auditor could be required, if requested by the Town, to provide a separate opinion on the basic financial statements to be used with debt offerings (outside the scope of the regular audit; under normal circumstances, the Town prefers to include in the OS/POS the most recently completed, audited, basic financial statements and the Auditor's report thereon without further review of the basic financial statements or the OS/POS by the Auditor and the Auditor will be required to permit this use.

9. GASB/FASB Pronouncements

- a. The auditor shall keep the Town fully informed of new Governmental Accounting Standards Board's (GASB) pronouncements and any applicable Financial Accounting Standard Board (FASB) pronouncements. If the Town encounters any difficulties in implementing and complying with the specific reporting requirements mandated by the GASB, the Town may request the Auditor's assistance to enable it to comply with these reporting requirements.

B. Auditing Standards to be Followed

1. The Auditor shall audit all funds in accordance with the auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the Uniform Guidance (2 CFR 200); and the Specifications for Audits of Counties, Cities and Towns of the Auditor of Public Accounts, Commonwealth of Virginia.
2. In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with Government Auditing Standards, Uniform Guidance (2 CFR 200).

C. Availability of Prior Audit Reports and Working Papers

1. Interested offerors who wish to review prior years' audit reports can review the past five fiscal years' ACFR on the Town of Leesburg website at:

D. Working Paper Retention and Access to Working Papers

1. All working papers and reports must be retained, at the Auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designee(s):
  - a. State Audit Agencies
  - b. U.S. General Accountability Office (GAO)
  - c. Parties designated by the federal or state governments or by the Town as part of an audit quality review process.
  - d. Auditors of entities of which the Town is a sub-recipient of grant funds.
  - e. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

E. Town's Time Requirements

1. The Town is subject to certain mandated reporting deadlines, some of which are imposed by legal regulations, which must be met. These include the following but are not limited to:
  - a. The Annual Comprehensive Financial Report together with transmittal forms is due to the Auditor of Public Accounts, Commonwealth of Virginia, no later than November 30 of each year.
  - b. The DATA Collection Form (SF-SAC) is due no later than thirty (30) business days after receipt of the ACFR or nine (9) months after the end of the audit period, whichever is earlier.
  - c. The Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program should be filed no later than December 31 of each year.
  - d. To meet these mandated reporting deadlines, the Town requires the following deadlines of the Auditor:
    - i. An entrance conference for the purpose of discussing prior audit problems, the auditors work plan, prepared-by-client schedules and the interim work to be performed should be scheduled with the Town, no later than May 15 for the first year of the Contract. An entrance conference will not be held for subsequent years of the contract unless specifically requested by the Town or the Auditor.
    - ii. During the course of the audit, the Auditor will meet on an as-needed basis with the Town's Controller.
    - iii. The Auditor shall provide the Town with both a calendar of the scheduled work and a list of required prepared-by-client schedules, system generated reports, and letters necessary for both interim work and final test work no later than May 30 for the first year of the contract, and by May 15 for subsequent years.
    - iv. The Auditor shall complete all fieldwork no later than October 31.

- v. The Auditor shall provide the Town with a draft ACFR by November 10, final review comments by November 20 and issue their Auditors' opinions by November 30.
- vi. The Auditor shall provide APA Transmittal Report and Letter by November 30.
- vii. The Auditor will present the ACFR and audit findings to the Town Council at the first Town Council meeting in December unless otherwise scheduled by the Town (usually the second Tuesday in December at 7:00 PM).

#### F. Assistance To Be Provided To The Auditor and Report Preparation

##### 1. Finance Department

- a. The Finance Department has the responsibility for maintaining the general accounts of the Town and is the central oversight and coordinating agency for the town wide audit of financial statements. The Finance Department will provide the support necessary for the completion of a successful audit and will complete all the prepared by client work papers for the auditor prior to the start of fieldwork.
- b. The Finance Department in conjunction with IT staff will be available to provide systems documentation and explanations. The Auditor will be provided computer time and the use of the Town's computer hardware and software for testing purposes if requested. The Auditor will be required to notify the Controller in writing before any system audit is carried out. The Auditor shall furnish the Controller an estimate of the usage of computer time required. Audit jobs and other work to be submitted must conform to Town's established procedures and remote access to Town systems must be scheduled in advance and be attended consistent with IT security requirements.

##### 2. Town Departments

- a. All Town departments will assist the Auditor by assembling and making available information pertinent to the examination and providing knowledgeable personnel to meet with the auditor to explain agency operations.

##### 3. Office Accommodations

- a. The Town will provide the Auditor with reasonable office accommodations. The Auditor will also be provided with access to the internet, telephone lines, scanning or photocopying equipment. All work conducted on the Town's premises shall be accomplished between the Town's standard office hours of 8:30 a.m. and 5:00 p.m., Mondays through Fridays, unless otherwise prearranged. While audit personnel are at the Town's sites, they are required to comply with all rules and regulations of the Town with specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves, but also to Town of Leesburg personnel.



4. Report Preparation
  - a. The Auditor will be responsible for preparing the final copies of the financial reports. In addition, the Auditor will be responsible for the clerical preparation of the ACFR table of contents, letter of transmittal and all notes to the financial statements.
  - b. A searchable PDF copy of all of the reports will be provided to the Town by the Auditor. The Auditor is responsible for providing printed copies of the Management Report and the Report on the Census of Data. Printing of the ACFR shall be the responsibility of the Town unless otherwise arranged in advance.

G. Site Visits

1. Town of Leesburg reserves the right to make on-site visitations to assess the capabilities of individual auditors and to contact references provided with any proposal submitted to the Town in response to this RFP.

#### 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](http://www.eva.virginia.gov) in one (1) pdf attachment.

TITLE: RFP No. 100161-FY22-24

DUE DATE: Wednesday, February 2, 2022; 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](http://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](http://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](mailto: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](http://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](http://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"> <li>• Table of Contents</li> <li>• Executive Summary</li> <li>• Statement of Independence</li> <li>• Statements of License to Practice in Virginia</li> <li>• Offeror Submission Form (Page 33)</li> <li>• Acknowledgement of Addenda (Page 34)</li> </ul>
SECTION 2	<ul style="list-style-type: none"> <li>• Profile and Government Experience of Offeror</li> <li>• Qualifications and Government Experience of Assigned Staff</li> </ul>
SECTION 3	<ul style="list-style-type: none"> <li>• Audit Approach and Work Plan</li> <li>• Ability to Meet the Town's Time Requirements</li> <li>• Commitment to Provide Continuity of Assigned Staff</li> </ul>
SECTION 4	<ul style="list-style-type: none"> <li>• Reference of Government Clients (Page 35)</li> </ul>
SECTION 5	<ul style="list-style-type: none"> <li>• Exceptions to the RFP</li> </ul>

6. As this is a professional services contract, the Town is NOT requesting that offerors provide pricing estimates for auditing services to be submitted with this proposal; however, the Town will request non-binding cost estimates under separate cover at a later date.

When requested, the cost estimate shall include an estimated number of hours and hourly rates for all job categories that will be used to accomplish work under this contract. All costs for reimbursable items such as travel, printing and reproduction along with all reimbursable items provided by an outside source such as printing and courier express must be included. If any subcontractors are to be used, no percentage markup of their cost shall be included.

The Auditor's fee must be priced assuming the Town will implement any GASB planned reporting changes required over the period of the contract. In proposing fees for the contract period, the offeror should assume the Town will continue to grow in size and complexity if the offeror believes there are extraordinary changes to the Town that could require a fee increase, these should be identified. The cost estimate is to include fees for contract year services, FY 2022.

## C. Proposal Organization

Offerors are encouraged to be thorough in addressing the Statement of Needs 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. Section 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.

A. **Independence:** The offeror shall provide an affirmative statement that it is independent of the Town as defined by Generally Accepted Auditing Standards and the U.S. General Accounting Office's Government Auditing Standards and the Ethics Rules of the AICPA.

The offeror shall also list and describe the offeror's professional relationships involving the Town for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

B. **Statements of Licenses:** The offeror shall provide evidence of licensure to practice public accounting in the State of Virginia and certification of the auditor's meeting certification requirements of the Virginia Auditor of Public Accounts.

### 2. Section 2:

A. **Profile and Government Experience of Offeror:** The proposal shall provide:

- a. The organization and size of the offeror, and whether it is local, regional, national or international in operations;
- b. The size of the offeror's governmental staff;
- c. The location of the office from which the work on this engagement is to be performed and the nature of the professional staff to be employed in the engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis;
- d. The description of the range of activities performed by the local office such as audits, accounting, tax services or management services;

- e. A summary of the offeror's staff and management rotation policy and depth of available experiences so as to not impair the technical government experience provided to the Town;
- f. A description of the offeror's experience with the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program;
- g. An outline of the professional development programs provided to an required of your audit staff, describing the government-specific;
- h. The offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements; in addition, the offeror shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the offeror during the past three (3) years with state regulatory bodies or professional organizations.

**B. Qualifications and Government Experience of the Assigned Staff:**

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Provide resumes and information on the specific government auditing experience (e.g. utilities, retirement plans, investments, federal grants etc.) of each person together with information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

**3. Section 3:**

**A. Audit Approach and Work Plan:** The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference should be made to such sources of information as the Town's ACFR, organizational chart, manuals and programs, and financial and other management information systems. The offeror should clearly distinguish tasks that the Auditor will undertake as distinguished from those which are the responsibility of the Town.

Offerors will be required to provide the following information on their audit approach:

- a. Discussion regarding the overall approach and process in conducting the audit;
- b. Explanation regarding how you would propose to use Town staff, if at all, to assist during the audit, indicating the approximate time required and/or the types of information or schedules required;

- c. If you intend to use computer-assisted audit procedures, the manner in which they will be used and statistical sampling techniques. Indicate sample size if possible. Describe the approach to be taken in drawing audit samples for the purpose of compliance testing.
- d. The file type and delivery methods of reports that you will be requesting;
- e. Extent of use of EDP software in the engagement;
- f. Type and extent of analytical procedures to be used in the engagement;
- g. Approach to be taken to gain and document the understanding of the Town's internal control structure;
- h. Approach to be taken in determining laws and regulations that are subject to Auditor's test procedures;
- i. Specialized government audit manuals and/or programs utilized;
- j. Discussion on how the audit staff plans to audit computerized systems;
- k. Procedures followed in the technical review of audited financial statements prior to their issuance;
- l. Statement verifying the offeror's understanding of the specific reporting requirements outlined on this engagement;
- m. Comment on how the audit team will assist the Town in continuing to receive the GFOA "Certificate of Achievement for Excellence in Financial Reporting" Award; and
- n. Description of any anticipated potential audit problems, the Auditor's approach to resolving these problems and any special assistance that will be requested from the Town.

**B. Ability to Meet the Town's Time Requirements:** The offeror shall provide details regarding the proposed work schedule to meet the Town's time requirements (see III. F.). Provide time estimates for each significant phase of work and the staff level to be assigned. Individual staff members should be named and their titles provided. Any planned use of specialists should be specified. Also, provide a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations, which will be required from the Town, anticipated problem areas, proposed solutions to the problem areas, etc. The offeror should clearly specify who has primary responsibility for each task, the offeror or the Town's staff.

**C. Commit to Provide Continuity of Assigned Staff:** Please indicate what amount of assurance the offeror can give to the Town that the principal supervisory and management staff will continue for the full duration of the engagement.

#### 4. Section 4:

**A. References:** This section of the offeror's proposal must:

- a. List or describe representative clients currently served by the local office focusing on clients similar in size and complexity to the Town.
- b. Provide the current name, address, and telephone number of at least five (5) specific local government references the offeror has served either currently or in the past two (2) years; preferably those where one or more of the assigned staff provided the same or similar services as requested herein.
- c. Each reference should indicate the scope of services provided to each referenced client.

5. Section 5:

- A. **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 5:00 p.m. on Friday, January 21, 2022.**

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. Qualifications and governmental experience of the offeror - (10%)
2. Qualifications and governmental experience of the assigned staff - (15%)
3. Audit approach and work plan - (35%)
4. Ability to complete audit by required deadlines - (25%)
5. Commitment to provide continuity of audit staff – (15%)

### B. Selection Process

The selected committee will be comprised of users and potential users from various Town departments. The Town Staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate a contract in accordance with the process for competitive negotiation described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for professional services. Based on the Evaluation Criteria listed in Section VI, the evaluation committee will determine the highest-ranked offeror. Offerors may be required to make an oral presentation of their proposal. The Evaluation Committee will schedule the time and location for this presentation, if it is necessary. Negotiations will then be conducted with the offeror ranked first. Scope of services, estimated man hours and prices will be



discussed at this stage. If these negotiations are unsuccessful, they will be formally concluded and the second ranking firm will be contacted.

The Town reserves the right to accept or to reject any or all proposals in whole or in part and to waive informalities in the process of awarding this contract. The Town further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the offeror could propose with respect to both price and technical capability.

### **C. Contract Award**

The Town intends to award a contract to a qualified offeror authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract shall be at the sole discretion of the Town. Award will be made to the offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the above criteria.

The contents of the proposal submitted by the successful offeror will become a part of any contract awarded as a result of this RFP. The successful offeror shall be expected to sign a contract with the Town. Additional terms and provisions may be included in the contract, a sample copy of which is enclosed.

## **VII. TERMS AND CONDITIONS**

### **A. Special Terms and Conditions**

1. **Contract Term:** The initial term of this Contract shall commence on a date that is mutually agreed upon both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, this Contract may be renewed for up to five (5) additional one-year renewal periods.

### **B. General Terms and Conditions**

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.

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

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

- 11. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) electronic 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 thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

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

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

18. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
19. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract,

the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

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

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

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

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

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

purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

28. **Protest Of Award Or Decision To Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
29. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
30. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
31. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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

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

32. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or
  - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The offeror will pay interest to the subcontractor on all amounts owed by the offeror that remain unpaid after seven days following receipt by the offeror of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.

“Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.”

The offeror will include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

33. **Prime Vendor Responsibilities:** Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror’s proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.
34. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town’s Procurement Officer or designee.



**SAMPLE CONTRACT**

**CONTRACT NO. [SOLICITATION TITLE]**

This **CONTRACT** (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “Town”), a municipal corporation, and \_\_\_\_\_, a \_\_\_\_\_, authorized to transact business in the Virginia, 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. 100161-FY22-24 (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. 100161-FY22-24 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. The Contractor shall be reimbursed as follows:

Completion of Interim Work	25%
Completion of Substantive Work	25%
Completion of Fieldwork	25%
Submission of ACFR and Reports to the APA and Town	25%

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

Town of Leesburg, Virginia  
Attn: Diane Starkey  
25 W. Market Street  
Leesburg, VA 20176

6. **Applicable Law and Courts.** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in 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 State auditors shall have full access to and the right to examine any of said materials during said period.
9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.
10. **Notice.** The following persons shall be contact persons for the Parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:
  1. For the Town:  
Attention: Town Manager  
25 West Market Street  
Leesburg, VA 20176
  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 thirty (30) 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.

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

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

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or

better. A Certificate of Insurance identifying coverage and naming the Town of Leesburg as 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 100161-FY22-24**

**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 five (5) specific local government references that your firm has provided similar goods and/or services to in the past two (2) 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: \_\_\_\_\_  
\_\_\_\_\_

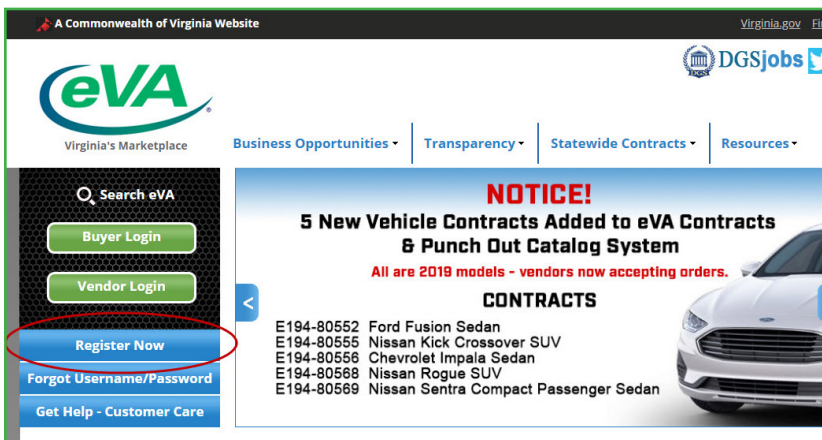
5. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

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



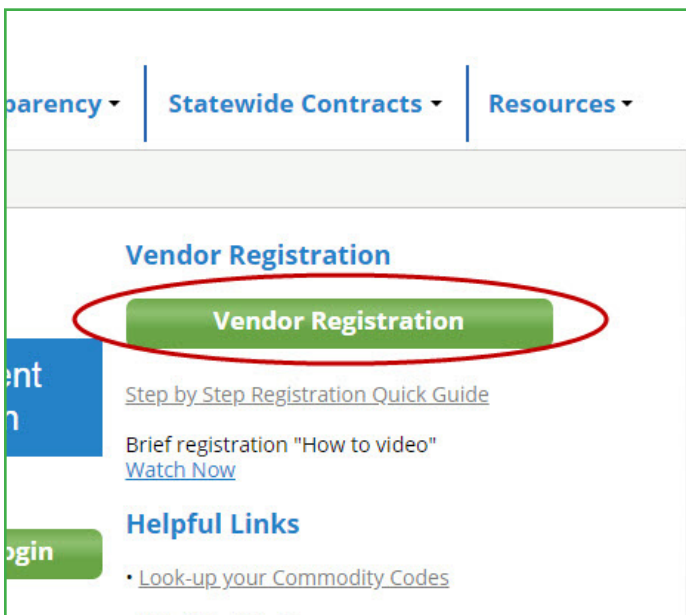
# Step by Step Vendor Registration Instructions

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	<a href="#">Add Location</a>
Tom Gilbert	Michigan	Yes	Self-Registered	<a href="#">Add Location</a>
Tom Tom Inc	Tom Tom Inc	Yes	Self-Registered	<a href="#">Add Location</a>
✓ Tom's Taxidermy	HQ	Yes	State-Entered	<a href="#">Change Registration Type</a> <a href="#">Add Location</a>

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 and Supply ("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, invoice 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, 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:

Department of General Services • Division of Purchases and Supply • eProcurement Bureau  
 1111 East Broad Street • Richmond, VA 23218-1199 • Patrick Henry Building  
 For additional information, contact [evacustomer@dgsvirginia.gov](mailto:evacustomer@dgsvirginia.gov) or 1-866-289-7367.

## 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](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](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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## 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

<b>Ordering Address</b> ( Copy Tax Address)	<b>Ordering Contact:</b> ( 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	<b>Physical Contact:</b> ( 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"/>	* Email : <input type="text"/>
* Country : <input type="text"/>	* Retype Email : <input type="text"/>
* Method of Notification : <input type="text"/>	* Phone : <input type="text"/>
Payment Address/Contact(same as Ordering?) Yes	* Fax : <input type="text"/>
Billing Address/Contact(same as Ordering?) Yes	

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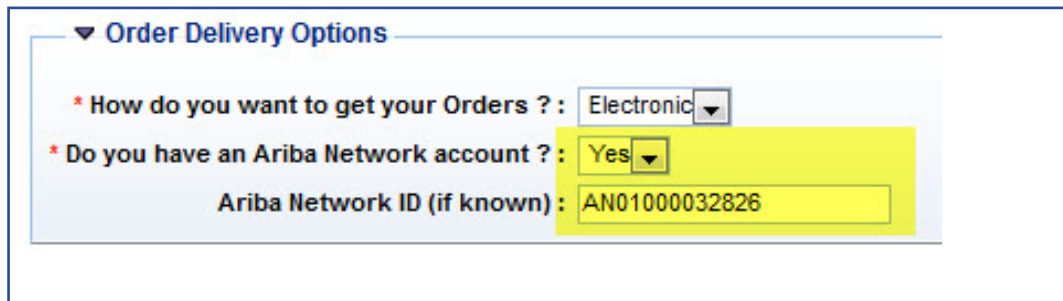


## Order Delivery Options

### 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 ▼

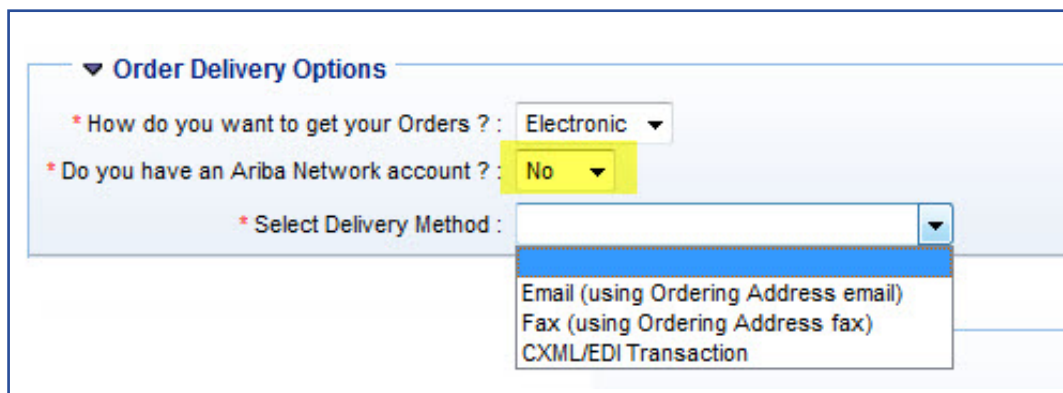
\* Do you have an Ariba Network account ? : Yes ▼

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.
<input type="checkbox"/> City: Fredericksburg. Counties: Caroline, Culpeper, Essex, Gloucester, King and Queen, King George, Lancaster, Madison, Mathews, Middlesex, Northumberland, Orange, Richmond County, Spotsylvania, and Stafford.
<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

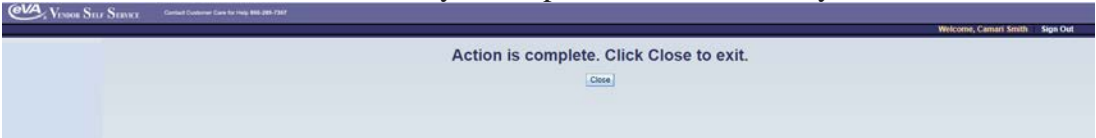
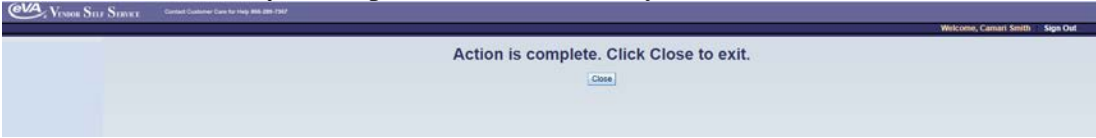
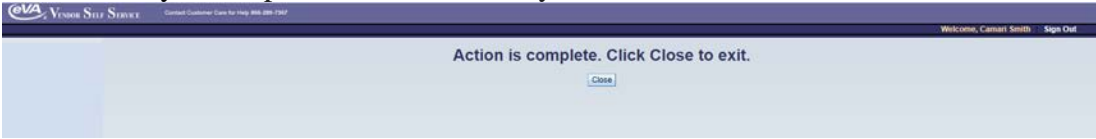
First Prev Next Last

OK Cancel

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

<b>8</b>	<b>Print Response</b>	<ol style="list-style-type: none"><li>i. From the <b>Home</b> page, click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</li><li>ii. Find the latest version of your solicitation response and click the <b>View/Edit Response</b> button.</li><li>iii. Click <b>Next: Subcontractor Plan</b></li><li>iv. Click <b>Next: Review &amp; Submit</b></li><li>v. Click <b>Print</b></li><li>vi. Click <b>Exit</b></li></ol>
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