



**REQUEST FOR PROPOSAL (RFP)
STAFF AUGMENTATION SERVICES – ENGINEERING
PROJECT MANAGEMENT AND CONSTRUCTION
MANAGEMENT SUPPORT**

ISSUE DATE: MONDAY, APRIL 24, 2023

RFP NO.: 100170-FY23-55

PRE-PROPOSAL MEETING: WEDNESDAY, MAY 10, 2023 AT 1:00 PM (local time)

QUESTION DEADLINE: MONDAY, MAY 15, 2023 AT 2:00 PM (local time)

PROPOSAL DUE DATE: TUESDAY, MAY 30, 2023 AT 2:00 PM (local time)

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

CONTACT: David A. Christianson, CPPB
Deputy Procurement Officer
(703) 771-2711
Email: bidquestions@leesburgva.gov

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

TABLE OF CONTENTS

<u>SECTION & TITLE</u>	<u>PAGE</u>
I. PURPOSE	Page 3
II. BACKGROUND	Page 3
III. STATEMENT OF NEEDS	Page 4
IV. PROPOSAL SUBMITTAL INSTRUCTIONS	Page 7
V. QUESTIONS AND INQUIRIES	Page 12
VI. EVALUATION CRITERIA AND AWARD	Page 12
VII. TERMS AND CONDITIONS	Page 13
SAMPLE CONTRACT.....	Page 21
OFFEROR SUBMISSION FORM	Page 30
ACKNOWLEDGEMENT OF ADDENDA.....	Page 31
REFERENCE FORM.....	Page 32

I. PURPOSE

The Town is soliciting proposals from qualified firms to provide staff augmentation services for engineering project management and construction management to support the delivery of Town's Utilities and Projects (Water and Wastewater, Public Works, Capital Projects, Plan Review and other departments as needed). Projects may include, but are not limited to, pump station upgrades, water or wastewater treatment upgrades, water and sanitary sewer system construction, replacement, rehabilitation, roadway including curb, gutter, sidewalk and stormwater and plan reviews of various engineering/construction projects.

A virtual non-mandatory pre-proposal meeting will be held at the date and local time indicated on the RFP cover page. It is encouraged that all Offerors attend this meeting to gain a thorough understanding of the Town's needs. The pre-proposal meeting will be live streamed via Microsoft TEAMS and made available to the public.

Microsoft TEAMS Meeting Details:

- To join the meeting and view the video shared by the Town of Leesburg from your computer, please see the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmYzM2U3ZGMtNDk1Yi00M2YxLWE1MmMtYTAwY2QwOTVjNDE2%40thread.v2/0?context=%7b%22Tid%22%3a%22fcff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%2298408a1a-5a6b-48ff-88e8-a0051971a913%22%7d
- To join the meeting via phone, please see the following dial-in info: (689) 218-0588
- Meeting Conference ID: 452 080 233#

The Town intends to award multiple contracts resulting from this RFP. The initial term of the contract shall be for one (1) year. The contract may be renewed for up to three (3) additional one-year renewal periods.

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. 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.

The Town of Leesburg Department of Utilities delivers projects that are defined in the Utilities section of the Town's Capital Improvement Program funded by the Utility enterprise fund. Utilities Department staff includes several engineers who manage projects from the planning stages all the way through construction. The Town's Public Works and Capital Improvements Department staff includes several engineers who manage

stormwater and manage projects from the planning stages all the way through construction. The Town of Leesburg Department of Plan Review conducts all aspects of engineering reviews of developer submitted Construction Drawings and Site Plans for various projects. The Department of Plan Review also manages all Town regulated floodplains and is responsible for all reviews of Floodplain and Floodplain Alteration Studies.

III. STATEMENT OF NEEDS

The Town of Leesburg requires personnel to provide engineering project management, construction management, construction inspection, and plan review services. The selected firm(s) will provide personnel to manage and oversee projects at varying stages of development, review, and construction for both development projects and Town funded capital projects. The Town of Leesburg currently uses the services of consultants for project design; development of plans and specifications; development of estimates; securing easements; bidding support, and construction administration support. As such, the selected firm(s) must be able to secure and assign personnel to support the Town's management of said services and coordinate projects internally and externally. Construction inspectors are expected to work on multiple projects simultaneously. The firm(s) personnel will report to a full time Town staff member who will have overall responsibility.

The Town anticipates engineering project managers and construction managers will be full time positions. Construction inspectors and plan reviewers may be full or part time depending on project schedules and / or when construction activities are active.

The selected firm(s) personnel will operate under direction of Town of Leesburg staff and shall provide engineering plan review, project management and construction management services for project categories including, but not limited to:

- Planning projects
- Water and sanitary sewer distribution systems (replacement and rehabilitation)
- Water and wastewater treatment facilities upgrades
- Water and wastewater pump stations
- Stormwater pipes and facilities
- Roadway projects including curb, gutter and sidewalk
- Capital projects for other Town departments such as Airport, Parks and Recreation (parks, trails and facilities) and Police
- Plan reviews of development projects and Town funded capital projects
- Reviews of Floodplain and Floodplain Alteration Studies

The selected firm(s) will be prepared to provide personnel to provide engineering project management, plan review and/or construction management services related tasks for the Town of Leesburg. Assigned personnel in the capital projects section are expected to manage projects in all stages from planning and budgeting to design, bid process (procurement), contract award, construction, and project closeout. The personnel will perform the following tasks:

- Complete review of submitted development construction plans and provide comments to ensure compliance with Town rules and regulations

- Preparation of bidding documents including, but not limited to, Initiation to Bid and Requests for Proposals.
- Prepare staff reports for items going to Town Council.
- Participate in selection of consultants for various services (if no conflict of interest exists).
- Prepare draft contracts and support contract approval process.
- Manage consultant contracts (performance), process payments, track project status.
- Provide direction to consultants when needed.
- Review work product of consultants, i.e., reports, plans, specifications, estimates.
- Coordinate with utility companies, property owners, regulatory agencies, and other Town departments.
- Evaluate construction bids.
- Miscellaneous administrative assistance and project reporting.
- Act as Construction Manager on construction projects with duties including, but not limited to:
 - Processing progress payments to contractors.
 - Lead weekly construction meetings.
 - Process contract change orders.
 - Review submittals.
 - Negotiate claims.

The Town anticipates a need for construction inspection services. Services needed from the selected firm(s) include inspection of typical civil construction projects including, but not limited to:

- Sanitary sewer installation or rehabilitation;
- Water and wastewater treatment and pumping facility inspections; and
- Water supply distribution construction and repair.

General expectation for personnel:

- Conduct themselves in a professional manner.
- Simultaneously handle several tasks and continue to reestablish priorities.
- Communicate clearly and concisely with others, orally and in writing.
- Ability to establish and maintain effective team relationship with all internal and external customers.
- Occasionally walk on uneven terrain at construction sites, etc.

The Town anticipates the assignment of the following number personnel upon contract execution:

- Engineering Project Manager: 2
- Plan Reviewer 1-2

It is anticipated that the number of assigned personnel will vary during the term of the contract.

MINIMUM PERSONNEL REQUIREMENTS

Engineering Project Manager

Staff proposed by firm(s) for assignment for engineering project management must possess, at minimum, a bachelor's degree in civil engineering or a closely related field, four (4) years of project management experience in the engineering fields mentioned above. A Professional Engineer's license in Virginia is required. Personnel provided by the selected firm(s) must be able to work in Town offices under the direction of Town staff. Personnel are expected to be proficient in project delivery, overseeing multiple projects, effective communication, leading a project, time management and computer usage including Microsoft office and Procure.

Construction Manager

Staff proposed by firm(s) for assignment for construction management will manage the elements of a construction project to assure the contractor's compliance with the plans and contract documents. In addition, the construction manager will manage the following: project personnel, safety, inspection, materials quality control and quality assurance testing, project documentation, project budget and schedule, and contract administration responsibilities. The construction manager will analyze and interpret project plans, contract language, and specifications to ensure project constructability. Construction managers will have ten (10) years of experience in the management of construction projects similar to those mentioned above. A Bachelor's degree in Civil Engineering or engineering related field may substitute for five (5) years of experience. The construction manager will hold an applicable construction manager certificate.

Construction Inspector

Personnel proposed by firm(s) for assignment for construction inspection must possess high school diploma or GED and four (4) years of experience in the field of engineering, construction, or technical engineering support, which includes experience in construction inspection, surveying, and contract or plan and specification interpretation. College level course work from an accredited college or university in engineering or a closely related subject is desirable. Proposed inspection staff should have knowledge of:

- Construction methods, materials, practices, specifications, and equipment.
- Basic surveying principles and practices
- Field engineering practices and basic design criteria for utility projects.
- Relevant state and local laws, ordinances, regulations, codes, and standards.
- Construction scheduling techniques.
- Safe work practices and regulations pertaining to the work.
- Mathematics, including trigonometry and algebra.
- Methods and techniques of materials testing, and
- Computer applications related to inspection work and record keeping.

Plan Reviewer

Staff proposed by firm(s) for assignment for plan review must possess, at minimum, a bachelor's degree in civil engineering or a closely related field, four (4) years of plan review experience in the engineering fields mentioned above. A Professional Engineer's license in Virginia is required. Personnel provided by the selected firm(s) must be able to work in Town offices under the direction of Town staff. Personnel are expected to be proficient in overseeing multiple projects, familiar with the Town's DCSM, SLDR and Zoning ordinance, VDOT standards, DEQ stormwater regulations, effective communication, leading a project, time management and computer usage including but not limited to standard land development software related to storm drainage, roadway design, stormwater management, floodplain and Microsoft office.

ADDITIONAL REQUIREMENTS

1. **Task Orders:** The Town will issue Task Orders authorizing the assignment of firm personnel. The Task Order will delineate the position, the assignment duration, the estimated number of hours, the contractual hourly rate, and the total authorized amount.
2. **Personnel Changes:** Changes in personnel assigned to the Town requires the Town's prior written approval. Upon the Town's written approval, firm will propose and provide replacement personnel acceptable to the Town.
3. **Removal of Personnel:** Assigned personnel who provide unsatisfactory services will be removed upon notice of unsatisfactory performance by the Town. Within fourteen (14) calendar days of the Town's notice, firm will propose and provide replacement personnel acceptable to the Town.
4. **Facilities and Equipment:** The Town will provide assigned personnel work space, office facilities, computer system facilities, and support services as deemed necessary to perform services. At the Town's sole discretion, the Town may opt for the firm to provide new laptop computers to assigned personnel, which will be reimbursed by the Town. Such equipment will become the property of the Town.
5. **Work Hours:** Assigned personnel will provide services during the Town's regular work days and normal work hours, except when the Town specifically agrees to alternate work days and hours.
6. **Confidentiality:** Assigned personnel who come into contact with confidential Town information will be required to hold confidential such information.
7. **Security and Identification/Access Badge:** Assigned personnel may be required to pass a background check prior to assignment, the cost of which will be borne by the Town. Assigned personnel will be issued a Town identification/access badge.
8. **Information Security:** Assigned personnel will be required to comply with Town information security policies and procedures.
9. **Personnel Procedures:** Assigned personnel will be required to comply with Town personnel (staff) policies and procedures.

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 in one (1) pdf attachment.

TITLE: RFP No. 100170-FY23-55

DUE DATE: TUESDAY, MAY 30, 2023 AT 2:00 PM (local time)

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

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

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

Phone Toll Free: 866-289-7367

Email: eVACustomerCare@DGS.Virginia.gov

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

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

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

B. Proposal Format

Offerors shall submit proposals in the following format:

1. Proposals shall include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals shall be submitted on 8-1/2” x 11” sized 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. 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"> • Letter of Interest • Table of Contents • Executive Summary • State Corporation Commission (SCC) Certificate • Offeror Submission Form (Page 30) • Acknowledgement of Addenda (Page 31)
SECTION 2	<ul style="list-style-type: none"> • Qualifications and Experience • Copies of DPOR Registrations/Licenses of Proposed Assigned Personnel
SECTION 3	<ul style="list-style-type: none"> • Firm Capacity and Availability of Resources
SECTION 4	<ul style="list-style-type: none"> • Understanding and Approach to the Statement of Needs
SECTION 5	<ul style="list-style-type: none"> • Reference Form (Page 32)

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

When requested, the pricing shall include 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.

In proposing pricing for the contract period, the offeror should assume the Town will continue to grow in size and complexity.

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 work experiences as they relate to the Statement of Needs, including but not limited to: background information about the 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. The offeror will also provide an affirmative statement that it is independent of the Town.

2. **Section 2:**

A. **Firm Qualifications and Experience:** Describe the qualifications and experience of the firm to provide the required services as stated in the Statement of Needs, including but not limited to: firm resume and firm licenses/certifications. Provide at least five (5) previous project/client references in the last five (5) years. Include the following:

- Client name.
- Date when services were performed.
- Summary description of services provided.
- Client manager name, email and phone number.

Include qualifications and experience providing similar services for governmental entities (municipalities). Include project/client reference information as indicated above relative to such experience.

B. **Key Personnel Qualifications and Experience:** Describe the qualifications and experience of key personnel who will manage the resultant contract including but not limited to: key personnel resumes, key personnel licenses/certifications, and length of tenure with the firm. Provide at least five (5) previous project/client references in the last five (5) years. Include the following:

- Client name.
- Date when services were performed.

- Summary description of services provided.
- Client manager name, email and phone number.

Include qualifications and experience providing similar services for governmental entities (municipalities). Include project/client reference information as indicated above relative to such experience.

C. Assigned Personnel Qualifications and Experience: Describe the qualifications and experience of proposed assigned personnel who will perform the services delineated in the Statement of Needs including but not limited to: assigned personnel resumes, assigned personnel applicable licenses/certifications, and length of tenure with the firm. Provide at least five (5) previous project/client references in the last five (5) years. Include the following:

- Client name.
- Date when services were performed.
- Summary description of services provided.
- Client manager name, email and phone number.

Include qualifications and experience providing similar services for governmental entities (municipalities). Include project/client reference information as indicated above relative to such experience.

Attach copies of State of Virginia Department of Professional and Occupational Regulation (DPOR) registrations/licenses to your proposal as applicable for proposed assigned personnel.

3. Section 3:

Firm Capacity and Availability of Resources: Describe your firm's capacity and availability of resources to perform the services as delineated in the Statement of Needs. Describe current commitments and availability (expressed as a percentage) of key personnel, assigned personnel, and other resources (staff) that may be available during the contract term. Indicate what level of assurance your firm can provide that assigned personnel will be available during the entire term of the contract. Provide an organizational chart delineating roles and responsibilities of key personnel.

4. Section 4:

Understanding and Approach to the Statement of Needs: Describe your firm's approach to perform the services delineated in the Statement of Needs. Provide a detailed description of the actions your firm will take to secure, assign, and retain personnel who will perform the required services. Describe any challenges your firm envisions relative to the services to be performed and provide potential mitigations.

5. Section 5:

Firm References: Complete and attach the Reference Form.

D. Proposal Protection

In accordance with Sections 10 and 11 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 the Question Deadline stated on the coversheet of this RFP.**

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. Firm Qualifications and Experience – 20%
2. Key Personnel Qualifications and Experience – 20%
3. Assigned Personnel Qualifications and Experience – 20%
4. Firm Capacity and Availability of Assigned Personnel – 20%
5. Understanding and Approach to the Statement of Needs – 20%

B. Selection Process

The selected committee will be comprised of staff from various Town departments. The Town staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate a contract in accordance with the process for competitive negotiation described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for professional services. Based on the Evaluation Criteria listed in Section VI, the evaluation committee will determine the highest-ranked offeror. Offerors may be required to make an oral presentation of their proposal. The Evaluation Committee will schedule the time and location for this presentation, if it is necessary. Negotiations will then be conducted with the offeror ranked first. Scope of services 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 be for one (1) year. Upon mutual agreement of both parties, this Contract may be renewed for up to three (3) 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. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
7. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.

8. **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.
9. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

10. **Disposition of 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".
11. **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.

12. **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.
13. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2723**. Indicate the BPOL license number on the proposal form.
14. **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.
15. **Safety:** All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
16. **Termination:** Subject to the provisions below, the contract may be terminated by the Town upon ten (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

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

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

specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years –

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

17. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
18. **Not Used**
19. **Modification of the Contract:** This contract may be modified by approved a contract modification or change order signed by both parties in accordance with the VPPA.
20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against 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.
21. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

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

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

22. **Collusion Among 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.
23. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of 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.
25. **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.
26. **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.
27. **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.
28. **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.

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

30. **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.

Contractor shall carry Professional Liability Insurance for any errors or omissions in the services provided by assigned personnel to the Town in an amount not less than \$2,000,000 and with a deductible no greater than \$500,000.

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

31. **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.

32. **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.

33. **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. 100170-FY23-55
STAFF AUGMENTATION SERVICES – ENGINEERING PROJECT MANAGEMENT
AND CONSTRUCTION MANAGEMENT SUPPORT**

This **CONTRACT** (the “Contract”) is made this ____ day of _____, 2023, 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: Staff Augmentation Services – Engineering Project Management and Construction Management.
2. **Contract Documents.** The Contract Documents consist of this Contract, RFP No. 100170-FY23-55 (incorporated herein by reference), Contractor’s Proposal dated **TBD** (attached hereto as “Exhibit A”), Contractor’s Cost Proposal dated **TBD** (attached hereto as “Exhibit B”), and any subsequent purchase orders issued by the Town. Where the terms of this Contract and the Contractor’s Proposal or Cost 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. 100170-FY23-55 and all addenda thereto; (3) the Contractor’s Cost Proposal dated **TBD**; the Contractor’s Proposal dated **TBD**.
3. **Contract Term.** The initial term of this Contract shall be from **TBD** through **TBD**. Upon mutual agreement of both parties, this Contract may be renewed for up to four (4) additional one-year renewal periods.
4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and shall compensate the Contractor **\$TBD**. The total project is expected not to exceed **\$TBD**.
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 Town shall compensate Contractor for satisfactory services performed on a unit price (hourly rate) basis as follows:

Labor Classification (Name)	Unit Price (Hourly Rate)

Unit prices (hourly rates) may be adjusted at the time of contract renewal subject to the Town’s approval of the Contractor’s written request for unit prices (hourly rates) adjustments. The Contractor’s written request to the Town must fully explain the reasoning/justification, including any backup materials, for the requested unit prices (hourly rates) adjustments.

Unit prices (hourly rates) for renewal years may be negotiated but each individual unit price (hourly rate) adjustment will not exceed the percentage increase/decrease of the **SERVICES** category of the **CPI-U** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Back-up data and justification for contract pricing in excess of the above may be considered at the sole discretion of the Town.

Invoices 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: (Name of Department Contact)
 25 W. Market Street
 Leesburg, VA 20176
email@leesburgva.gov

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: David A. Christianson, CPPB
25 West Market Street
Leesburg, VA 20176
2. For the Contractor:
Attention: **TBD**
Address
Address

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.

Contractor shall carry Professional Liability Insurance for any errors or omissions in the services provided by assigned personnel to the Town in an amount not less than \$2,000,000 and with a deductible no greater than \$500,000.

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 _____

APPROVED AS TO FORM:

TOWN ATTORNEY

OFFEROR SUBMISSION FORM
RFP NO. 100170-FY23-55

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 Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. Offer must select one or the other (not both) by inserting a checkmark (✓) or the letter “X.”

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 five (5) years.

(Please print or type)

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

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

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

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

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

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