



**REQUEST FOR PROPOSAL (RFP)
EMPLOYEE LEARNING MANAGEMENT SYSTEM**

ISSUE DATE: Thursday, May 18, 2023

RFP NO.: 100170-FY23-64

QUESTION DEADLINE: Thursday, June 8, 2023; 5:00 p.m. (eastern time)

PROPOSAL DUE DATE: Thursday, June 29, 2023; 2:00 p.m. (eastern time)

DELIVERY ADDRESS: Commonwealth of Virginia's
eProcurement website (eVA)
www.eva.virginia.gov

CONTACT: Octavia Andrew, NIGP-CPP, CPPO, VCO
Chief Procurement Officer
Town of Leesburg, Virginia
Phone: 703.737.7176
E-mail: bidquestions@leesburgva.gov

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

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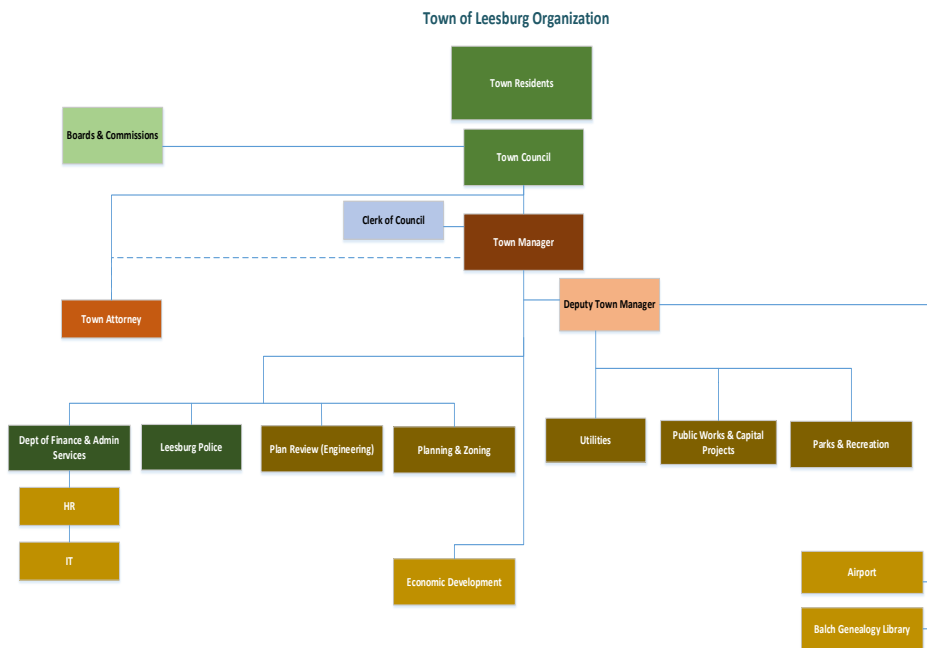
I. PURPOSE

The Town of Leesburg (the “Town”) is soliciting sealed proposals from qualified firms to provide a Learning Management System (LMS) and online course library to support a comprehensive learning curriculum for Town employees.

II. BACKGROUND

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated population of 54,215. The Town is the largest town in population in the Commonwealth of Virginia. Town Services include a general aviation airport, police, public works including street maintenance, storm water management, utility services including water and sanitary sewer, parks and recreation with 18 active and passive parks, and a genealogical and research library amongst other services. The Town’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 operates under the Council-Manager form of government. The Town Council is the legislative body of the Town and is empowered by the Town Charter to make Town policy. The Council is composed of a mayor and six councilmembers elected at large on a non-partisan basis. The Council formulates policies in response to the needs, values, and interests of the citizens of Leesburg. The Council hires the Town Manager and Town Attorney and makes appointments to boards and commissions. The Town Manager's mission is to carry out the policies and programs approved by the Town Council and to provide administrative leadership. The Town currently has 386 employees (378 regular full-time and 8 regular part-time) and 325 flexible part-time staff.



III. STATEMENT OF NEEDS

The awarded offeror, also referred to herein as “Contractor”, will provide a Learning Management System and online course library that achieves the following requirements, functionalities, software training and customer support requirements, and other associated deliverables.

A. Overview of Deliverables

The Town’s Human Resource Department (HR) is tasked with leading the Town’s employee and leadership development program. This program includes instructor-led as well as online learning. This developmental initiative is designed to achieve the following learning goals:

1. Create a cohesive and economical package of learning (both instructor-led and online) that build on one another rather than isolated “one-offs”.
2. Provide skill and knowledge development experiences for all employees so they can be competitive for future career opportunities, consistent with succession planning best practices.
3. Establish a culture of universal models, concepts, language/terms used by all employees.
4. Track and monitor professional development of employees.
5. Gains efficiencies in the training delivery process within a user-friendly environment (both on the front and back ends).
6. Provides one location to track, monitor and offer straightforward reporting on status and progress of employee training for both live internal, online and external training events.
7. Enhances employee engagement.
8. Captures high-quality information on development needs to improve individual and group employee skills rather than many lesser-quality offerings.
9. Implements a sound career management and development process to build a meaningful succession pipeline.
10. Implements on-demand, online learning to support and improve employee performance.

B. Software Requirements

These requirements should not limit the offeror’s proposal and we encourage offerors to highlight unique and/or additional alternatives they would recommend in their proposal response.

1. *Learning Management System (LMS)*
 - a. A unified SaaS LMS and content library product that supports a user-friendly environment for end-users/learners as well as administrators.

- b. Migration of existing employee data from Tyler Technologies' MUNIS (a public sector ERP that manages the Town's financials, procurement, human resources, and payroll) to the LMS for go-live and ongoing, scheduled weekly/biweekly updates thereafter.
- c. Migration of existing employee training data from Laserfiche (Town of Leesburg's document management system) to the LMS.
- d. Migration of existing/future employee training data from current provider of the Town's information security training SaaS platform.
- e. Availability of the LMS for 24/7, 365 days/year for up to 400 users throughout term of contract.
- f. Integrate with Active Directory so users can be authenticated from TOL network login (local or remote) to access LMS through a link without the need to log in again.
- g. Contain as standard as many of the features identified in Appendix A, Learning Management System and Course Content Library. Features identified as "Premium or Optional" should be clearly identified and the associated price shown.

2. *Online Course Library*

- a. Deployment of an HTML5 based online course content library via LMS platform for up to 400 users throughout term of contract.
- b. Course Library Listing should contain as many of the courses and categories identified in Appendix A. The Town would like to maintain many of these courses used most often by our employees. If this is not possible, please identify viable alternatives for the Town's consideration. Offerors should include a link and/or website address of current online contact.

C. **Software Functionalities**

1. Contractor will provide a cloud hosted web-based solution. Such software solution will be a Software as a Service (SaaS) type service/solution with the cloud hosted service within the United States during the entire term of the contract.
2. Contractor will be Service Organization Control (SOC 2 Type II) compliant.
3. Contractor will secure and maintain confidentiality of data. Contractor will provide redundancy of data to mitigate service disruption. At a minimum, software will include encrypted data transmission and storage, data will be backed-up hourly at the cloud hosted site, and data will be backed-up hourly at an additional cloud hosted site.
4. Contractor will coordinate with the Town to obtain Town information as needed to develop and implement the Employee Learning Management System.
5. Software will have single sign-on capability with Microsoft Azure AD Single Sign-On (SSO) with Security Assertion Markup Language (SAML). Software will support Multifactor Authentication, including the use of a YubiKey or other device designated by the Town. The Town currently utilizes YubiKeys for authentication.

6. Software will be compatible with various current web browsers, such as Microsoft Edge, Google Chrome, Firefox, Safari, etc.
7. Software will be scalable for increased number of users and additional Town departments. The estimated number of Town staff software users is as follows:
 - a. ten (10) staff members with full access
 - b. fifteen (15) power users from various Town departments with access to certain functionalities
 - c. four hundred (400) staff members from various Town departments with access to certain functionalities
8. Software will provide the ability for multiple users to access the information concurrently without issue.
9. Software will provide the ability for system privileges and security to be assigned by designated users(s)/administrator(s).
10. Software will provide the ability for different types of devices (such as smartphones, mobile devices, desk-top computers, tablets, laptops, etc.) to access and utilize the software.

D. Software Implementation and Testing

1. Contractor will develop and provide a project implementation plan with tasks, brief descriptions and due dates to be performed by both the Contractor and the Town. Offerors should submit such a plan in their proposal to the Town. The implementation plan shall include a schedule, estimated costs, required technology, services and/or staffing for data migration, setup and implementation for required technology, services and/or staffing.
2. At the conclusion of the software development phase and prior to training and implementation phases, the Contractor will coordinate with the Town to schedule and conduct software testing to confirm acceptance of the software to the requirements and functionalities delineated in this Statement of Needs. The Town will conduct such testing with the Contractor to confirm acceptance. Acceptance of the software will be based on whether it achieves all the requirements and functionalities stated in the Statement of Needs. The Contractor will correct any unacceptable software performance identified by the Town within fourteen (14) calendar days after the Town's notification of such unacceptable software performance.

E. Training

Prior to the software implementation phase, Contractor will provide training, training manuals, and dedicated customer support following software implementation as follows:

1. Train approximately ten (10) HR staff and selected IT staff as LMS administrators on front/back-end of LMS platform.

2. Train 12-15 power users from departments to perform basic front/back-end tasks on LMS platform, i.e., run department reports, enroll/un-enroll participants, create and record attendance/successful completion of internal (departmental) and external training events, etc.
3. Provide ongoing technical support for all administrators and users on the platform as needed throughout term of contract (at minimum Monday-Friday, 8:30 a.m.-5:00 p.m. ET) as well as onsite, implementation support, train the trainer sessions, course recommendations, competency and course mapping training.
4. Provide online or phone-based technical support for administrators (at minimum Monday-Friday, 8:30 a.m.-5:00 p.m. ET) throughout term of the contract.
5. Provide three (3) remote training sessions for all Town staff who will utilize the software. Such training sessions and materials will be coordinated with the Town for the Town's review and acceptance prior to use. Contractor will record one (1) such training session and provide an electronic copy of the training session on an external USB drive to the Town. Such recorded training session can be copied by the Town for the Town's use.
6. Provide electronic training manuals to the Town for the Town's review and acceptance prior to training. Such electronic documentation can be copied by the Town for the Town's use.
7. Contractor will provide dedicated customer support for sixty (60) calendar days after software implementation. Contractor will respond to Town inquiries and questions within one (1) hour during normal business hours and provide responses, guidance, and issue resolution as soon as possible. Contractor will respond to Town inquiries and questions no later than 11:00 a.m. ET the next business day for Town inquiries and questions received after normal business hours (5:00 p.m. ET).



F. Post-Implementation Support and Customer Service

1. Contractor will provide on-line (remote video conference, website, and email) customer support for the software solution and phone (during normal business hours) customer support for the software solution during the term of the contract. Incidents causing a service disruption will be resolved by Contractor as soon as possible, but no later than one (1) calendar day after a service disruption notification from the Town to Contractor. Non-service disruption incidents will be resolved by Contractor as soon as possible, but no later than five (5) calendar days after a non-service disruption notification from the Town to Contractor. Offerors should provide a copy of their Service Level Agreement that discusses service disruptions.
2. Contractor will perform regular software maintenance during the term of the contract to ensure acceptable performance of the software and mitigate service

disruptions. At a minimum, such maintenance will be performed annually. Contractor will provide a fourteen (14) calendar day notice to the Town prior to any software modifications (updates, upgrades, revisions, etc.) and inform the Town of any actions required by the Town.

3. Contractor will maintain a quarterly software uptime of no less than 99%, exclusive of scheduled software updates. At the Town's sole discretion, Contractor will either refund the Town 5% of the Contractor's annual licensing and cloud hosting fee, and annual maintenance fee for each quarter that the software uptime is less than 99%, or Contractor's next annual licensing and cloud hosting fee, and annual maintenance fee will be reduced by 5% for each quarter that the software uptime is less than 99%.

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, 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.

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 should 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 offeror (i.e. RFP No. 100170-FY23-64 - *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 should submit proposals in the following format:

1. Proposals should include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals should 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 should be signed by the person or persons legally authorized to bind the offeror to a Contract. 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 should contain no more than seventy-five (75) pages. All pages in the proposal (i.e. including covers, section dividers, table of contents, executive summary, etc.) will be counted as part of the page count.
5. Each copy of the proposal should be contained in one PDF, all pages should be numbered, and should be indexed in the sequence and format as indicated below:

SECTION 1	<ul style="list-style-type: none"> • Cover Letter • Table of Contents • Executive Summary • State Corporation Commission Certificate • Offeror Submission Form • Acknowledgement of Addenda
SECTION 2	<ul style="list-style-type: none"> • Qualifications and Experience

	<ul style="list-style-type: none"> • Project Team’s Capacity and Organization Chart • Reference Form
SECTION 3	<ul style="list-style-type: none"> • Understanding and Approach to the Statement of Needs • Implementation Plan • Service Level Agreement
SECTION 4	<ul style="list-style-type: none"> • Price Proposal • Appendix A Learning Management System and Course Content Library
SECTION 5	<ul style="list-style-type: none"> • Exceptions to the RFP <p>(Do <u>not</u> provide any exceptions to liability provisions. Please see Exceptions to RFP in the Proposal Organization section below.)</p>

C. Proposal Organization

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

1. **Executive Summary:** Provide a concise description of all work experiences as they relate to the Statement of Needs, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.
2. **Qualifications and Experience:** Describe the qualifications and skills of the organization and project team to provide the services as stated in the Statement of Needs, including but not limited to: offeror’s qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a list of six (6) references from the last five (5) years. The list must include the following: client name; date when services were performed; summary description of services provided; and 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. Offerors should also provide a narrative explanation of results with LMS and course library implementations for at least one other local government entity of similar size and operations to the Town.

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. Describe who will be working on the different phases of project implementation and their qualifications.

3. **Understanding and Approach:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the offeror's understanding of the Statement of Needs and approach to perform the required services, how the proposed software solution meets the requirements and functionality of the needs of the Town, provide best practice approaches to the Town that will enhance efficiency and effectiveness, and a statement explaining why the offeror's proposed solution would be the most advantageous to the Town. Offerors should also submit the following in their proposal: implementation plan, a link and/or website address of current online content, and service level agreement.
4. **Price Proposal:** Offeror should provide proposed fee structure for the Town in the format outlined on the Pricing Form. Any additional pricing outside of the Price Form must be included as an appendix.
5. **Exceptions to RFP:** Detail any exceptions taken to the Statement of Needs and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

Offerors shall be mindful of §2.2-4302.2(A)(3) of the Virginia Public Procurement Act, that states: "In the case of a proposal for information technology, as defined in § 2.2-2006, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation."

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 the Question Deadline stated on the cover page 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. Qualifications and Experience: 30%

The offeror's general capabilities, qualifications, resources, and past experience with other local government entities similar in size and operations to the Town.

2. Understanding and Approach: 40%

The offeror's understanding of the Town's needs, how the proposed software solution meets the requirements and functionality of the needs of the Town, implementation plan, and service level agreement.

3. Price Proposal: 30%

The offeror's understanding that the Town is a local government entity subject to the budgetary constraints and transparency required of public entities. The Town is seeking pricing proposals for the implementation of and access to the learning management system and course library of no more than \$130 per user per year.

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 non-professional services.

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

C. Contract Award

The Town intends to award a contract to a qualified offeror authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract shall be at the sole discretion of the Town. An 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 Town reserves the right to accept or to reject any or all proposals in whole or in part, to make multiple awards, and to waive informalities in the process of awarding this contract. The Town further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the offeror could propose with respect to both price and technical capability.

The contents of the proposal submitted by the successful offeror(s) 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 annual, requirements contract shall commence on a date mutually agreed to by the Town and the Contractor and shall continue in force for three (3) years. Upon mutual agreement of both parties, this contract may be renewed for up to two (2) additional two-year renewal terms.

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 to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
8. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
9. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.
10. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
11. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract.

It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Trade Secrets and Proprietary Information Disclosure".

12. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
13. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
14. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2717**. Indicate the BPOL license number on the proposal form.
15. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – "Ethics in Public Contracting" requirements set forth in the Virginia Public Procurement Act.
16. **Safety:** All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area under this contract.
17. **Termination:** Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to

the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDED FOR REFERENCE PURPOSES. THE TOWN MAY REQUIRE ADDITIONAL PROVISIONS IN ANY FINAL CONTRACT.

**CONTRACT NO. XXXXXX-FYXX-XX
CONTRACT TITLE**

This **CONTRACT** (the “Contract”) is made this ___ day of _____, 2023 by and between the **TOWN OF LEESBURG, VIRGINIA** (the “Town”), a municipal corporation, _____, a _____, having a usual place of business at _____ (the “Contractor”), collectively referred to herein as “Parties”.

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **Provision of Services.** The Contractor hereby agrees to provide the following services to the Town:

2. **Contract Documents.** The Contract Documents consist of this Contract, RFP No. 100170-FY23-64 (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. 100170-FY23-64 and all addenda thereto; (3) the Contractor’s Proposal dated _____.

3. **Contract Term.** The term of this Contract shall commence on _____ and shall continue in force until _____. Upon mutual agreement of both Parties, this Contract may be renewed for up to four (4) one-year renewal terms.

4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and shall compensate the Contractor in accordance with the Contractor’s Proposal dated _____, which is attached hereto as Exhibit A and outlined below:

5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within forty-five (45) days after receipt of invoice or completion of services, whichever occurs later.

Invoice must reference the Contractor’s name and address, detail the hours worked and services performed, must reference the purchase order number, and be mailed and/or emailed to the address(es) specified below:

Town of Leesburg, Virginia
Human Resources
Attn: _____
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 auditors shall have full access to and the right to examine any of said materials during said period.
9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor.
10. **Notice.** The following persons shall be contact persons for the Parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

For the Town: _____

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. A wet signature affixed or inserted electronically to this Contract shall be deemed an original signature.

19. **Ethics in Public Contracting.** The provisions contained in Sections 2.2 4367 through 2.2 4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2 498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

20. **Exemption from Taxes.** Pursuant to Va. Code § 58.1-609.1, the Town is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the Town for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

21. **Employment Discrimination by Contractors Prohibited.**

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

22. Drug-free Workplace.

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

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

- 23. Delays and Delivery Failures.** Time is of the essence. The Contractor must keep the Town advised at all times of status of Parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to Town. Should Contractor fail to deliver the proper item/service at the time and place contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Town, or should the Contractor fail to make a timely replacement of rejected item/service when so required, the Town may purchase item/service of comparable quality and quantity in the open market to replace the undelivered or rejected item/service. The Contractor shall reimburse the Town for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

- 24. Substitutions.** No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Town. Where specific employees are proposed by the Contractor for work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the Town agrees to substitution. Requests for substitutions shall be reviewed and may be approved by Town at its sole discretion.

- 25. Workmanship and Inspection.** All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The Town reserves the right to require immediate removal of any Contractor employee from Town service it deems unfit for service for any reason, not

contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Further, the Town may, from time to time, make inspections of the work performed under the Contract. Any inspection by the Town does not relieve the Contractor of any responsibility in meeting the Contract requirements.

26. **Contractual Disputes.** The Contractor shall give written notice to the Procurement Officer of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Procurement Officer by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Procurement Officer shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town's receipt of the claim.

The Procurement Officer's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

27. **Severability.** In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

28. **Force Majeure.** A party will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the party that make performance impossible or illegal, unless otherwise specified in the Contract.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and Town has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

29. **Survival of Terms.** Upon discharge of this Contract, Sections 6 (Applicable Laws and Courts), 8 (Audit), 9 (Indemnification), 10 (Notice), 16 (Payment to Subcontractors) and 26 (Contractual Disputes) shall continue and survive in full force and effect.

30. **Insurance.**

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

Contractor shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. 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 shall be furnished to the Town. The Town of Leesburg shall be named as an additional insured on commercial general liability, umbrella/excess coverage, and automobile coverage. 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.

33. **Authorization.** Contractor affirms that its signatory below is legally authorized to sign this Contract on its behalf.

In witness whereof, the Parties below execute this Contract as of the date first above written.

TOWN OF LEESBURG, VIRGINIA

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

AUTHORIZED
SIGNATURE _____
NAME _____
TITLE _____
DATE _____

**OFFEROR SUBMISSION FORM
RFP NO 100170-FY23-64**

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. Suppliers 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

*Provide at least six (6) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past five (5) years. At least one must be for the jurisdiction described in the narrative as a successful implementation for a jurisdiction similarly-sized to the Town of Leesburg.
(Please print or type)*

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

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

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

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

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

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

PRICING FORM
RFP NO. 100170-FY23-64
EMPLOYEE LEARNING MANAGEMENT SYSTEM

Item	Description of Product/Service	Lump Sum Amount
1	Data Migration of MUNIS, Laserfiche, cyber security platform, etc. (one time cost)	\$
2	Software Development and Testing (one time cost)	\$
3	Training (one time cost)	\$
4	Implementation, Setup, and Customer Support (one time cost)	\$
5	Customer Service (1 st Year)	\$
6	Annual Software License and Cloud Hosting (1 st Year)	\$
7	Annual Software Maintenance (1 st Year)	\$
Subtotal 1st Year (Line Items 1-7)		\$
8	Customer Service (2 nd Year)	\$
9	Annual Software License and Cloud Hosting (2 nd Year)	\$
10	Annual Software Maintenance (2 nd Year)	\$
Subtotal 2nd Year (Line Items 8-10)		\$
11	Customer Service (3 rd Year)	\$
12	Annual Software License and Cloud Hosting (3 rd Year)	\$
13	Annual Software Maintenance (3 rd Year)	\$
Subtotal 3rd Year (Line Items 11-13)		\$
14	Customer Service (4 th Year)	\$
15	Annual Software License and Cloud Hosting (4 th Year)	\$
16	Annual Software Maintenance (4 th Year)	\$
Subtotal 4th Year (Line Items 14-16)		\$
17	Customer Service (5 th Year)	\$
18	Annual Software License and Cloud Hosting (5 th Year)	\$
19	Annual Software Maintenance (5 th Year)	\$
Subtotal 5th Year (Line Items 17-19)		\$
TOTAL PROPOSED PRICE (YEARS 1-5)		\$

APPENDIX A
LEARNING MANAGEMENT SYSTEM AND COURSE CONTENT LIBRARY
Please identify all features below that are standard versus premium in your learning management system. For features above and beyond the standard pricing included in the Pricing Form, please provide the associated price for the premium feature in the appropriate column.

FEATURE	STANDARD	PREMIUM	PRICE
SSL, Single Tenant (for added security), SaaS (cloud-based) model; no onsite server			
All standard feature enhancements added to the platform during term of contract are included			
Mobile Devices - Responsive Design			
User-Friendly/Intuitive Interface			
Compatible with Google Chrome			
Active Directory Integration (Single Sign On requires no log in if user is authenticated/logs into TOL network)			
Course Hosting			
Video Hosting			
Update Controls When Org Needs It			
Supports Online Access (Internet connected)			
Supports Offline Access (disconnected Mobile app)			
Requires VPN			
Asynchronous Self-paced			
Asynchronous Instructor-led			
Synchronous Virtual Classroom			
Blended Learning			
Browse list of users			
Bulk User Actions			
Bookmarking (to return to point in online course where user left off)			
Policy/document repository			
Scheduled data backup – frequency?			
Unlimited Storage			
Data Migration			
Convert Munis HRIS Data (SQL) for Initial Setup (Data Migration)			
Convert Cyber Security Platform data for Initial Setup (Data Migration)			
Convert Laserfiche data for Initial Setup (Data Migration)			
Import New or Terminated Employee Info from HRIS on an Ongoing (at least Biweekly) Basis			
Add/upload a new user			
Establish Custom/Mandatory User profile fields			
Archive users			

FEATURE	STANDARD	PREMIUM	PRICE
Establish Teams and Team Hierarchies			
FEATURE	STANDARD	PREMIUM	PRICE
Quizzes			
Create Quizzes			
Customize Quizzes			
Tracking			
Record Internal ILT and External Learning completions/scores			
Record course completions and test scores from online course library			
Award bulk completions for groups			
Establish learning paths/curricula for groups/individuals			
Establish certification paths/completions for groups/individuals			
Manage curricula/certification categories: Create new categories and assign courses to categories			
Soft/Hard Stop Due Dates			
Certification Expiration Management			
Due Date notifications			
Certificate expiration notifications			
Predefined certification templates			
Users			
Self-Registration			
Self-Registration with Admin Confirmation			
Guest Access Settings			
Manual Enrollment			
Automated enrollment (based on User data)			
Define Security Roles for admins, power users, supervisors, employees/direct reports, etc.			
Update/Revise Security roles by TOL for admins, power users, supervisors, employees/direct reports, etc.			
Restrict registration to specific domains			
Courses			
Built-in e-learning Authoring Tool			
Change Course default settings			
Location Settings			
Manual Grading ("Marking")			
Grading Report Settings			
Multiple grading scales			
Reuse and upload existing PPTs, PDFs, Videos			
Consume online video content and track completion			
Test Engine			
Survey Engine			

Assignment Engine			
Course backup Options			
Scheduling LIVE events			
FEATURE	STANDARD	PREMIUM	PRICE
Reporting			
Automatic email reports in predefined intervals			
Standard (canned) report formats			
Custom report generator			
Produce learning history/transcript for individual user and groups			
Course completions of one or more courses for individual/groups			
Email reminders			
Export reports in variety of formats			
Automated report scheduling			
Email delivery of reports			
Training Record Maintenance			
Dashboards and Graphic Reports			
Social Learning			
Internal discussion threads, blogs, etc.			
Informal employee feedback mechanisms, i.e., polls, live surveys, etc.			
Weekly Format			
Topics Format			
Gamification for Competitive Learners			
Badges & customization			
Points			
Rewards			
Levels			
LIVE Videoconferencing / Webinars			
LIVE Chat Option			
LMS Look & Feel			
Multi-Platform friendly, i.e., work station, laptop/tablet, mobile, etc.			
Ready-made Themes			
Organizational Branding/Configurable (to include TOL logo on opening screen)			
Block Management			
Additional external pages			
Media embedding settings			
Personalized views/customizable user interface			
IP Blocker			
Anti-spam			
Anti-virus			

Feedback			
360 Feedback function			
Ability to evaluate courses at Kirkpatrick Levels 1 and 3			
Comprehensive analytics package			

FEATURE	STANDARD	PREMIUM	PRICE
Course Library			
HTML5 enabled for course library contents (courses work on any platform)			
Workplace/HR Compliance Courses standard in course library			
Basic Business Skills Courses standard in course library			
Computer and/or Software (e.g., MS Office Suite) Courses standard in course library			
Leadership Courses standard in course library			
Safety Courses standard in course library			
For Future Planning			
Does LMS include Learner Experience Platform (LXP) or LXP software from a partner firm?			
Does LMS provide the option of adding a performance management system? Or is there outside/separate performance management software that works with the LMS?			

COURSE CONTENT LIBRARY

Please identify all courses below that are standard versus premium in your online course content library. For features above and beyond the standard pricing included in the Pricing Form, please provide the associated price for the premium feature in the appropriate column. The courses listed below are desired course titles identified by the Town as the minimum required for its content library. Please identify which of the following are included in your course library as standard vs premium by checking the appropriate column accordingly. If your Proposed Course Title is different from the desired title listed by the Town, please indicate it in the appropriate column.

DESIRED COURSE TITLE	PROPOSED COURSE TITLE	STANDARD	PREMIUM	COURSE LENGTH
Americans with Disabilities Act in the Workplace				
Sexual Harassment Prevention				
Workplace Bullying & Violence Prevention				
Active Shooter				
Violence in the Workplace				
Family Medical Leave (how to administer)				
Employee Assistance Program				
Defensive Driving				
Ethics in Public Sector Workplace				
Giving/Receiving Feedback				
Safety in the Workplace (office/field)				
FOIA Guidelines for the Public Sector				
Roberts Rules of Order				
Customer Service (face to face) – for non-sales				
Customer Service (phone) – for non-sales				
Diffusing Angry Customers – for non-sales				
Employment Law (intro)				
Coaching				
Conflict Management/Resolution				
Communicating with Difficult People				
Budgeting Principles in Public Sector				
Communication Skills for Mgrs				
Recruitment/Interviewing (Basic guidelines)				
Intro to Word				
Intermediate Word				
Intro to Excel				

DESIRED COURSE TITLE	PROPOSED COURSE TITLE	STANDARD	PREMIUM	COURSE LENGTH
Intermediate Excel				
Time Management				
Conscious & Unconscious Bias				
Decision Making				
Business Writing (memos, emails)				
Project Management				
Conducting Performance Appraisals				
Emotional Intelligence				
Conscious & Unconscious Bias				
Civility in the Workplace & Creating a Harassment-Free Environment				
Essentials for a Respectful Workplace				
Assertiveness vs. Aggressiveness				
Resilience				
Public Speaking				
Documenting Employee Performance				
Performance Management				
Procurement in the Public Sector				
Developing & Coaching Employees				
Leadership Principles*				
The Value of 360 Feedback				
Time Management				
Managing Meetings (Small or Large Groups/Teams)				
Implicit Bias				
Basic Supervisory Development for New/Emerging Supervisors				
Leadership Development for Experienced Managers				

**The Town would like to offer a leadership curriculum for management and leaders, so multiple titles in this category are encouraged.*