



**REQUEST FOR PROPOSAL (RFP)  
AIRPORT AIR TRAFFIC CONTROL TOWER DESIGN ENGINEERING SERVICES  
LEESBURG EXECUTIVE AIRPORT**

ISSUE DATE: MONDAY, OCTOBER 21, 2024

RFP NO.: 320830-FY25-15

PRE-PROPOSAL MEETING: THURSDAY, OCTOBER 31, 2024 at 10:00 AM  
(local time)

QUESTION DEADLINE: THURSDAY, NOVEMBER 7, 2024 at 2:00 PM  
(local time)

PROPOSAL DUE DATE: TUESDAY, NOVEMBER 26, 2024 at 2:00 PM  
(local time)

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

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

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## I. PURPOSE

The Town of Leesburg (the “Town”) is soliciting sealed proposals from qualified firms to provide design engineering services for a new Airport Air Traffic Control Tower at the Leesburg Executive Airport in Leesburg, VA. It is anticipated that this project will receive federal funding from the Federal Aviation Administration (FAA) and/or state funding from the Virginia Department of Aviation (DOAV) and will be subject to applicable grant requirements and regulations.

The Town intends to award a single contract under this solicitation. Consultant teams may be formed to provide all of the required services.

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 project. 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\\_ZDUzNDExZTUtNWU0Mi00YzVhLTk1MmItMWEwNTFkN2MzN2Q4%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](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDUzNDExZTUtNWU0Mi00YzVhLTk1MmItMWEwNTFkN2MzN2Q4%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: 437 207 666#

In order to avoid an organizational conflict of interest, the prime and subconsultant firms currently under contract with the Town of Leesburg for Construction Engineering and Inspection Services for the Leesburg Executive Airport are precluded from participating in this solicitation.

A Disadvantaged Business Enterprise (DBE) contract goal of **9.67%** has been established for this contract. Refer to Section VII. Terms and Conditions, A. Special Terms and Conditions, Paragraph 5. DBE Participation Requirements of the solicitation document.

## 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 service population of 62,500. The Town’s fiscal year begins on July 1 and ends on June 30. As a government entity, the Town of Leesburg is exempt from being taxed on goods and services.

The Town of Leesburg is a full-service municipal corporation that provides the following services to Town residents and businesses: police, refuse collection and disposal, water and sewer utilities, storm water management, airport, parks and recreation, and maintenance of streets and roadways.

The Leesburg Executive Airport was originally constructed in the 1960s. Since that time, the facility has grown to be the second busiest general aviation airport in Virginia. The airport serves as a reliever airport to Dulles International Airport. Airport facilities include a 5,500' x 100' runway, parallel taxiway, high intensity runway and medium intensity taxiway lights, non-standard approach lights, approximately 68,000 square yards of aircraft apron, 110 hangars (various types), an instrument landing system, PAPI lights, a terminal building and automobile parking.

The Leesburg Executive Airport hosted a trial remote tower for several years but that program has ended and the airport is currently using a temporary tower and wishes to design and build a new tower as soon as possible. A siting study is well underway and a preferred location has been identified in the draft Siting Study that will be submitted to the Federal Aviation Administration by early October, 2024 for review and approval.

This solicitation is for design engineering services and construction administration services for a new Airport Air Traffic Control Tower. Work will involve utilization of the completed siting study and environmental approval to complete the Tower design, permitting, bidding and support during construction.

The selection of the consultant and the engagement of services under this contract will be in accordance with US Department of Transportation, Federal Aviation Administration Advisory Circular 150/5100-14E: Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (with latest changes). Title IX of the Federal Property and Administrative Services Act of 1949 requires that qualifications-based selection procedures be used for the selection of firms to perform architectural and engineering services.

Work will be performed in accordance with all applicable Federal, State and local laws, rules and regulations and current industry standards.

### **III. STATEMENT OF NEEDS**

The successful offeror, also referred to herein as “Consultant” or “Contractor”, will provide professional consultation and design services. A consultant team may be formed to provide the needed services. Services to be performed will involve all services needed to move forward from the siting study to complete the design, permitting, bidding and support during construction and will include, but are not limited to, the following:

- General Project Management, carry out Project administration including, but not limited to performing complete design services while maintaining Project schedule, site visits, coordination of Project with the Airport, monitoring and reporting technical and budget issues to the Airport, performance reports, DBE reporting, preparation of monthly invoices for submittal to the Airport, organize and run meetings and take minutes.
- Prepare a program definition with critical tasks defined and anticipated Project schedule for the construction, equipping and startup of the tower. A Project Schedule

that includes task work items, usual agency review times and milestones from contract approval.

- Programming and concept design development including surveying and geotechnical evaluations
- Final design and development of 60%, 90% and 100% construction plans (including cost estimates for each deliverable) for the Tower,
- Determine which equipment (Minimum Equipment list - MEL) is needed for the Tower Operations (radios, wiring, and other specialty equipment). Inventory the existing equipment available from the former remote tower and incorporate into the design where possible. Determine MEL lead times and evaluate the benefit for the Airport to procure needed equipment in advance of construction to meet deadlines.
- Site plan design to include all needed elements (parking lot, relocation of existing fencing and gates, new fencing and gates, storm management, etc.)
- Determine utility impacts and design of extensions of utilities (water, sewer, electric, communication, etc.). This will likely include participation in multiple meetings with these utilities.
- Design to relocate existing facilities within the proposed tower location.
- Coordination with the Air Traffic Control Team, Federal Contract Tower Program staff, and Airport staff throughout the design process.
- Coordinate and assist Owner in obtaining all necessary local, state and federal land use and construction permits
- Coordinate and assist Owner with meeting all relevant FAA approvals, submissions, meetings or inspections
- Support identifying and applying for all available grant opportunities and reimbursement of the grants
- Bidding support (develop line item take off, conduct pre-bid meeting, etc.)
- Construction administration services during construction as the design engineer
- Construction engineering inspection services and close out services may also be requested
- Participation in presentations to the Airport Commission and Town Council, if needed.
- Any other support that may be needed for the completion of the above items.
- Deliverables are to include: Concept, 60%, 90% (including cost estimates at each level) and Construction plans. Bidding documents. Permit application items (SWPPP, Nutrient Credit support, etc.) And any other items needed.
- Schedule: Complete the design in 1½ to 2 years. The Federal Aviation Administration has requested that the Airport complete the design and construction of the Tower by the summer of 2028, therefore an expedited schedule will be needed.

All personnel shall be knowledgeable of Federal Aviation Administration (FAA) standards and specifications, the Town of Leesburg Design and Construction Standards Manual (DCSM), Uniform Building Code, state and federal safety requirements for airfields, and other standards applicable to the improvement projects proposed at the Airport.

The Consultant will be expected to work in full cooperation with the Town of Leesburg, and its designees including the Capital Projects Manager, the Airport Director, and their

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

#### IV. PROPOSAL SUBMITTAL INSTRUCTIONS

##### A. Submittal Instructions

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

Submit proposals through the Commonwealth's eProcurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov).

TITLE: RFP No. 320830-FY25-15  
Airport Air Traffic Control Tower Design Engineering Services

DUE DATE: Tuesday, November 26, 2024 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](http://www.eva.virginia.gov)). eVA streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. Offerors desiring to provide goods and/or services to the Town must be a registered vendor in eVA. eVA Vendor Registration is free.**

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

Hours: 8:00 AM to 4:45 PM, Monday through Friday  
Phone Toll Free: 866-289-7367  
Email: [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

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

All required forms and documentation submitted in response to this RFP must be uploaded as one (1) pdf attachment to eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)). The attachment

should use the following naming convention: the RFP number and the name of the bidder (i.e. RFP No. 320830-FY25-15 - 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 (underlined for emphasis). 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, dividers and tabs, 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 organized using tabs in the sequence and format as indicated below:

SECTION 1	<ul style="list-style-type: none"><li>• Letter of Interest</li><li>• Table of Contents</li><li>• Executive Summary</li><li>• Offeror Submission Form (Page 55)</li><li>• Acknowledgement of Addenda (Page 56)</li><li>• SCC Registrations (prime consultant and subconsultants)</li><li>• DPOR Registrations</li><li>• Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions (Page 57)</li><li>• Listing of DBE Subcontractors (Page 58)</li><li>• Disadvantaged Business Enterprise (DBE)</li></ul>
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	Utilization (Page 59) <ul style="list-style-type: none"> <li>• Letter of Intent (Page 60)</li> <li>• Firm Data Sheet (Page 61)</li> </ul>
SECTION 2	<ul style="list-style-type: none"> <li>• Offeror’s Qualifications and Experience</li> <li>• References</li> </ul>
SECTION 3	<ul style="list-style-type: none"> <li>• Understanding and Approach: Offeror’s Understanding to Meet the Statement of Needs as Outlined in Section III, Project Approach, and Quality Control Plan</li> </ul>
SECTION 4	<ul style="list-style-type: none"> <li>• Staffing: Project Team, Organization Chart, and Capacity and Availability of Resources</li> </ul>

### 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 – Letter of Interest, Table of Contents, Executive Summary, Offeror Submission Form (Page 55), Acknowledgement of Addenda (Page 56), SCC Registrations (prime consultant and subconsultants), DPOR Registrations, Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions (Page 57), Listing of DBE Subcontractors (Page 58), Disadvantaged Business Enterprise (DBE) Utilization (Page 59), Letter of Intent (Page 60), and Firm Data Sheet (Page 61).**

- **Executive Summary:** Provide a concise description of all work experiences as they relate to the Statement of Needs (scope of work), including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your Firm is authorized to transact business in the Commonwealth of Virginia.
- **Offeror Submission Form** - Each Offeror submitting a proposal must complete and include the Offeror Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must bear an original signature. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.
- **Acknowledgement of Addenda** - Each Offeror submitting a proposal must acknowledge all addenda issued by providing the Acknowledgement of Addenda. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.



- **SCC Registrations (prime consultant and subconsultants)** – It is incumbent upon each firm conducting business in Virginia to be in compliance with state law and regulations. To ensure firms are in compliance, Offerors should furnish with proposal submission supporting evidence of their SCC registration. Copies of on-line confirmation are acceptable documentation.
- **DPOR Registrations** - Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice architecture, engineering, and surveying should provide copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing copies of appropriate individual registrations/licenses for key personnel in responsible charge of portions of the work. Multiple registration certifications may be copied on a single sheet.
- **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions** – Offeror submitting a proposal must complete and include this form in their proposal.
- **Listing of DBE Subcontractors** – Offeror submitting a proposal must complete and include this form in their proposal.
- **Disadvantaged Business Enterprise (DBE) Utilization** – Offeror submitting a proposal must complete and include this form in their proposal.
- **Letter of Intent** – Offeror submitting a proposal must complete and include this form in their proposal.
- **Firm Data Sheet** – Offeror submitting a proposal must complete and include this form in their proposal.

## 2. Section 2 - Offeror's Qualifications and Experience, References

- **Qualifications and Experience:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: Offeror's qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a minimum of five (5) references for which offeror has completed services comparable to the Statement of Needs (scope of work) in this RFP and in an environment comparable to the Town of Leesburg.

Additionally, in the section, please provide the following:

- Description of firm, with emphasis on the staffing and capabilities of the office where the work will be performed.

- Prime consultant experience in performing the types of services required under this contract.
- Any proposed subconsultants should be identified and their proposed role on the project team should be defined. Subconsultant experience on similar projects should be noted.
- Description of **five (5)** projects completed within the past ten (10) years. The projects should focus, to the greatest extent possible, on your firm's past or present experience with local government entities on projects similar to the scope of projects described in Section III of this RFP. The projects should demonstrate your firm's ability to ensure the timely completion of the proposed services in the most efficient manner and should represent experience by personnel proposed to be assigned to the Town's projects.

The project descriptions should include the following information:

- Project Name
- Client reference (name, title, address and telephone)
- Design completion date vs. the scheduled design completion date
- Estimated construction cost and final construction cost, if known
- Project description
- Firm's role on the project
- Key firm personnel
- The project descriptions should emphasize the relevancy of the experience to the services required under this contract.

### 3. Section 3 – Understanding and Approach

- **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 (scope of work) and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III Statement of Needs in order to demonstrate how the proposed services/solution will meet the needs requested, and a statement explaining why the offeror's proposed services/solution would be the most advantageous to the Town.

Additionally, please provide the following:

- Describe key issues that can be anticipated based on experience with the Town or on similar contracts with other local governments, and provide an approach to resolving those issues.

- Describe the Offeror’s approach to performing and completing the needed services.
- Discuss the Offeror’s approach to keeping the project on schedule and within the established budget, including the firm’s approach to meeting scheduled commitments, and methods of responding in short time periods.
- Discuss the Offeror’s ability to achieve an accelerated design schedule, including any innovative approaches, such as utilizing an existing conceptual design, etc.
- Discuss the firm’s quality control processes.

**4. Section 4 – Staffing - Project Team, Organization Chart, and Capacity and Availability of Resources**

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

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

- Capacity and Availability of Resources: Describe capacity and availability of team member resources (staff) to perform the services as delineated in the Section III. Describe current commitments and availability (expressed as a percentages) of key personnel and other resources (staff) that may be available during the contract term. Describe what level of assurance your firm can provide that resources (staff) will be available during the entire term of the contract.

**D. Proposal Protection**

In accordance with Paragraphs 10 and 11 of Section VII. B. General Terms and Conditions below, 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, via email, to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by the date and time (local time) listed on the cover page of the 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. Offeror's experience and history, especially in design engineering services of airport air traffic control towers with other governmental entities – 30%
2. Understanding of the Town's Needs, Approach to the Project and Quality Control – 25%
3. Staffing/Personnel Qualifications – 25%
4. Project team organization and Capacity and Availability of Resources – 20%

### B. Selection Process

An Evaluation Committee will be comprised of Town staff from various Town departments. 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 V, the evaluation committee will determine the highest-ranked offerors. 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. After the presentations, the firms will be re-ranked. Negotiations will then be conducted with the offeror ranked first. Scope of

services, estimated man-hours and prices will be discussed at this stage. If these negotiations are unsuccessful, they will be formally concluded and the second ranking firm will be contacted.

### **C. Contract Award**

The Town intends to award a single contract under solicitation 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(s) is at the sole discretion of the Town. Award(s) will be made to offeror(s) 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 technical capability.

The contents of the proposals 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 each contract, a sample copy of which is enclosed.

## **VII. TERMS AND CONDITIONS**

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

1. **Contract Term:** The term of the contract shall commence on a date that is mutually agreed upon by both parties and shall continue in force through project completion.
2. **Unit Price (Hourly Rate) Adjustments:** Unit price (hourly rate) adjustments may be negotiated on an annual basis but at no time will an individual unit price increase more than the percentage increase of the Services Less Energy Services category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index should be <http://www.bls.gov/cpi>.
3. **Independent Fee Estimate:** In accordance with FAA requirements, the Town of Leesburg will perform a price or cost analysis for this Contract. The method used for preparation of an Independent Fee Estimate (IFE) may vary depending on the value and complexity of the Contract.

4. **Procurement Regulations:** This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Federal Acquisition Regulations as provided in Federal Aviation Administration Advisory Circular No. 150/5100-14E, Town of Leesburg Procurement Policies, and the Virginia Public Procurement Act (VPPA). In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Procurement Policies, the inconsistency shall be resolved by giving precedence to the federal requirements, then the solicitation and selection requirements of the Procurement Policies.
  
5. **Disadvantaged Business Enterprise (DBE) Participation Requirements:** All offerors are hereby notified that, pursuant to Title 49 Code of Federal Regulations, United States Department of Transportation, Part 26 and the Disadvantaged Business Enterprise Participation Program for the Town of Leesburg, offerors must affirmatively ensure that, in any contract entered into with the Leesburg Executive Airport, DBEs will be afforded equal opportunity to participate in subcontracting activities. It is the policy of the Town to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is further the policy of the Town to ensure nondiscrimination in the award and administration of USDOT-assisted contracts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Town of Leesburg, as owner of the Leesburg Executive Airport at Godfrey Field, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this provision. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of **9.67%** has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information:

- (1) The names and addresses of DBE firms that will participate in the contract.
- (2) A description of the work that each DBE firm will perform.
- (3) The percentage of the participation of each DBE firm participating.
- (4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal.
- (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4).
- (6) If the contract goal is not met, evidence of good faith efforts.

An offeror failing to submit the above information may result in the offeror's proposal being removed from consideration.

The obligation of an offeror is to make good faith efforts to meet the DBE goal. An offeror can demonstrate that it has done so either by meeting the contract DBE goal

or documenting good faith efforts. Examples of good faith efforts are found in Appendix A of 49 CFR Part 26. If the contract DBE goal is not met, an offeror can submit evidence of good faith efforts (see Appendix A of 49 CFR Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the offeror when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract.

Contractor shall utilize the specific DBEs listed in the Contractor's proposal to perform the work and supply the materials for which each is listed unless the Contractor obtains prior written consent of the Town of Leesburg, as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Failure by Contractor to comply with the Town's DBE Program shall constitute a breach of contract, exposing the Contractor to a potential termination of the contract or other appropriate remedy, including withholding of funds, until such time as the contractor complies with all the DBE requirements of the contract. Under authority granted by Virginia law, the Town may impose liquidated damages, contract suspension, or even contract termination.

6. **Mandatory Federal-Aid Professional Services RFP Provisions:** Federal laws and regulations require that a recipient of federal assistance include specific clauses in contracts and solicitations. The following list of mandatory clauses are provided Section IX of this Request for Proposals.

- Access to Records and Reports
- Breach of Contract Terms
- General Civil Rights Provisions
- Compliance with Nondiscrimination Requirements
- Title VI List of Pertinent Nondiscrimination Acts and Authorities
- Clean Air and Water Pollution Control
- Contract Workhours and Safety Standards Act Requirements
- Certification of Offerer/Bidder Regarding Debarment
- Certification of Lower Tier Contractors Regarding Debarment
- Disadvantaged Business Enterprises
- Texting When Driving
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Equal Opportunity Clause

- Standard Federal Equal Employment Opportunity Construction Contract Specifications
- Federal Fair Labor Standards Act (Federal Minimum Wage)
- Lobbying and Influencing Federal Employees
- Prohibition of Segregated Facilities
- Occupational Safety and Health Act of 1970
- Seismic Safety
- Certification of Offerer / Bidder Regarding Tax Delinquency and Felony Convictions
- Trade Restriction Certification
- Veteran's Preference
- Certification Regarding Domestic Preferences for Procurements

## **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 should 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) copy of each proposal will 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 will 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. Offerors do not have to obtain a BPOL license in order to submit a proposal; however, offerors must obtain a license, if applicable, prior to award of the contract. 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 should 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 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 will 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 an approved 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 offerors 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 offerors 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;
- Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia;
- Professional Liability (E&O) Insurance for any errors or omissions in the services it provides to the Town, in an amount of not less than \$2,000,000; and
- 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. A copy of the endorsement to the offeror's policy shall be provided as proof of this requirement. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving thirty (30) days prior written notice of such action to the Town.

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 issued upon contract execution 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.
34. **Virginia State Corporation Commission Registration:** Prior to the time of submittal of the proposal, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be

registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting a proposal to the Town of Leesburg. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

35. **Federal Immigration Reform and Control Act of 1986:** The Department will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
36. **Title VI of the Civil Rights Act of 1964:** The Town of Leesburg assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
37. **Non-Discrimination Statement:** The Town of Leesburg does 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.
38. **Title VI Compliance:** The Town of Leesburg, VA, as a recipient federal funds, complies with Title VI of the Civil Rights Act of 1964 (found at 42 U.S.C. § 2000(d) and the following sections) which prohibits discrimination based on race, color, or national origin. The Town's Title VI Policy can be found at: <https://www.leesburgva.gov/government/title-vi>.
39. **Title VI Solicitation Notice:** The Town of Leesburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
40. **USDOT Assurance: 26.13(a).** The Town of Leesburg (hereafter 'the Town') shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract; or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Town shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The Town's DBE Program, as

required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Town of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

41. **Contractor Verification Requirement:** The Town has implemented a Contractor verification process. Contractor information required by the Town must be verified through the Town's third-party validation service provider. Contractor must comply with this requirement to conduct business with the Town and receive payments. Instructions and additional information on how to comply with this requirement can be obtained from the Town's website at:  
<https://www.leesburgva.gov/departments/finance/accounting/vendor-verification>.
42. **Invoice Submission Requirement:** The Town has implemented a Contractor invoice submission process. Contractor must submit invoices through the Town's invoice submission portal located at:  
<https://www.leesburgva.gov/departments/finance/accounting/vendor-invoices>.  
Instructions and additional information on how to comply with this requirement can be obtained from the website.



## VIII. SAMPLE CONTRACT

The following is an example professional services contract and is for information purposes only. The Town of Leesburg may modify any provisions as the Town deems appropriate.

CONTRACT NO. \_\_\_\_\_

[CONTRACT NAME]

This **Contract** (the “**Contract**”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **Town of Leesburg, Virginia** (the “**Town**”), a municipal corporation, and \_\_\_\_\_ (the “**Professional**”), a Virginia Corporation having a usual place of business at \_\_\_\_\_, to perform \_\_\_\_\_ under the terms and conditions set forth herein. The Town and the Professional will be collectively referred to herein as “Parties”, each a “Party”.

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 Definitions

1.1.1 The “Professional” means the entity identified above as Professional, which entity is responsible for the design of the Project for the Town pursuant to this Contract and where appropriate also includes Lower-tier Entities. For the purposes of this Contract, “Professional” includes engineers, surveyors, architects, landscape architects, and other related services.

1.1.2 The “Town” or “Owner” means the Town of Leesburg, Virginia, a municipal corporation, unless another agency, commission or agency is identified above.

1.1.3 The “Project” means tasks assigned to Professional pursuant to this Contract.

1.1.4 The “Construction Contractor” means the entity that shall be responsible for performance of the Construction Work for the Project Town in accordance with the Construction Documents. The Town may choose not to hire a general contractor and may itself act in the capacity of the general contractor in which case Construction Contractor shall also mean the Town.

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

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

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

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

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

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

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

1.1.12 “Professional’s Designated Representative” is \_\_\_\_\_, [Title], unless the Professional’s Designated Representative is designated in the Professional’s Proposal.

1.1.13 “Town’s Designated Representative” is the Director of the Department of Public Works & Capital Projects unless the Professional is notified in writing of an alternate “Town Designated Representative.”

1.1.14 The “Contract Documents” consist of: this contract incorporated herein; Request For Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the “RFP”) (incorporated herein by reference); RFP Addendum No. 1 dated \_\_\_\_\_ (incorporated herein by reference); RFP Addendum No. 2 dated \_\_\_\_\_ (incorporated herein by reference); RFP Addendum No. 3 dated \_\_\_\_\_ (incorporated herein by reference); the Professional’s Proposal dated \_\_\_\_\_ (attached hereto as “Exhibit A”); and the Professional’s Rate Schedule dated \_\_\_\_\_ (attached hereto as “Exhibit B”). The Contract Documents shall collectively constitute the Contract. In the event of inconsistency between or among the Contract Documents, they shall be given precedence in the order listed in the preceding sentence.

## 1.2 Contract Term.

The period of services under this contract shall begin on the date of award by the Town Council, shall extend through the construction phases and final acceptance of the improvements by the Town, and shall terminate one (1) year after final completion or expiration of the warranty period of the project, whichever is later.

## 1.3 Ownership and Use of Documents

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

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

1.3.3 The Professional shall provide the following documents to the Town at the completion of the Professional's work:

- 1.3.3.1 Original sealed and signed drawings.
- 1.3.3.2 Original copy of the specifications.
- 1.3.3.3 Copy of analyses made for the project.
- 1.3.3.4 Indexed final copies of the calculations made by each discipline for the project.
- 1.3.3.5 Copies of all Professional-provided shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project.

#### 1.4 General

1.4.1 This Contract represents the entire and integrated agreement between the Town and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Town and Professional.

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

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

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

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

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

## **ARTICLE 2**

### **RESPONSIBILITIES OF THE PROFESSIONAL**

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

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

2.3 The Professional's Designated Representative identified in Article 1.1.12 shall be authorized to act on the Professional's behalf with respect to the Project.

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

similar agreements to maintain the confidentiality of information specifically designated as confidential by the Town.

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

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

2.7 Unless stated otherwise, Professional shall confirm the accuracy of information furnished by the Town, as the Town does not warrant the accuracy of such information. The Professional shall provide prompt written notice to the Town if the Professional becomes aware of any errors, omissions or inconsistencies in such services or information.

2.8 Nothing herein shall be construed so as to prohibit the Professional from entering into subcontracts with Lower-tier Entities for services within the scope of this Contract. The Professional shall bind each and every Lower-tier Entity to the terms stated herein. The Professional shall verify that all persons rendering services under this Contract are properly licensed to provide such services in the place which the Project is located and affirms that it will be fully responsible for the acts, errors, and omissions of its subcontractors and shall fully indemnify, defend and save harmless the Town, its agents, employees, and assigns from any and all claims resulting from services negligently rendered by the Professional's Lower-tier Entities.

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

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

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

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

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

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

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

2.16 Unless otherwise provided in this Contract, the Professional shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

2.18 To the fullest extent permitted by law, the Professional shall defend, indemnify and hold harmless the Town from and against all damages, including but not limited to reasonable attorney's fees, to the extent arising out of or resulting from (i) the Professional's negligent acts or omissions in carrying out its obligations under this Contract; (ii) its breach of this Contract; and (iii) its failure to comply with any Applicable Law, including, but not limited to, liability incurred by the Town or liability incurred by those within the control of or under contract with the Town, but excluding any damages arising out of or resulting from the negligent acts or omissions of the Town or others outside the control of the Professional. The indemnification obligations under this Article shall not

be limited with respect to amount or type of damages, compensation or benefits required to be paid under worker's or compensation acts, disability benefit acts or other employee benefit acts. The indemnification obligations set forth herein shall survive completion or termination of this Contract.

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

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

### **ARTICLE 3**

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

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

3.2 The Town's Designated Representative identified in Article 1.1.13 shall be authorized to act on the Town's behalf with respect to the Project. The Town or the Town's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Professional's services.

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

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

### **ARTICLE 4**

#### **CHANGES IN SERVICES**

4.1 After the execution of this Contract, the Town may issue written modifications reasonably related to the original Project parameters without invalidating the Contract. Such modifications may consist of additions, deletions or other revisions. Professional agrees to perform such services promptly and to continue performance of additional services related to such modifications pending

final resolution of any claims or disputes regarding the modifications. Except for a change due to the fault of the Professional, a written modification shall entitle the Professional to an equitable adjustment in compensation.

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

## ARTICLE 5

### **DISPUTE RESOLUTION**

5.1 Notwithstanding any provision of law to the contrary, all claims, disputes, and other matters or questions between the Professional and the Town arising from or relating to this Contract, shall be resolved under this paragraph.

5.2 The Professional shall immediately notify the Town's Designated Representative in writing of any claim or dispute pertaining to this Contract. Upon receiving notice of a claim, the Town's Designated Representative or designated representative will attempt to resolve the dispute. If the Professional is not satisfied by the Town's Designated Representative's decision, the Professional shall within ten (10) days after receipt of the Town's Designated Representative's proposed resolution, submit a written claim to the Director of the Department of Public Works & Capital Projects. The Director of the Department of Public Works & Capital Projects shall issue a written decision within ten (10) days after receipt of a claim. If the Professional is not satisfied with the resolution proposed by the Director of the Department of Public Works & Capital Projects, the Professional shall within (10) days after receipt of the Director of the Department of Public Works & Capital Projects' proposed resolution, submit a written claim the Chief Procurement Officer ("CPO"). The CPO shall issue a written decision within ten (10) days after receipt of a claim. Any appeal of the decision of the CPO shall follow the provisions of Section 2.2-4364 of the VPPA – 3. Disputes.

## ARTICLE 6

### **DEFAULT AND TERMINATION**

6.1 Termination for Convenience. The Town may terminate the Contract in whole or in part for the convenience of the Town upon thirty (30) days' written notice of termination. Such notice shall specify the reasons for termination, the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Professional must stop work, including but not limited to work performed by Lower-tier Entities, at such time and to the extent specified in the notice. Provided, however, that 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.

6.2 If the Contract is terminated for convenience, the Professional shall be entitled to those fees earned for work performed in accordance with the Contract prior to the effective date of the termination. Thereafter, the Professional shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. Upon



termination for convenience, the following method shall be utilized in computing amounts due to the Professional for services prior to termination:

6.2.1 If terminated at the completion of a phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.

6.2.2 If terminated prior to completion of a phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.

6.2.3 Payment for the Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.

6.2.4 The Professional shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Town.

6.3 Termination for Cause. The Town may terminate the Contract for cause, default or negligence on the part of the Professional by giving thirty (30) days' written notice or may give the Professional a stated period of time within which to remedy its breach of contract. If the Professional shall fail to remedy the breach within the time allotted by the Town, the Contract may be terminated by the Town at any time thereafter upon written notice, effective immediately upon receipt. The Town's forbearance in not terminating the Contract shall not constitute a waiver of the Town's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the Professional shall be responsible for all damages incurred by the Town as a result of the Professional's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Professional to fulfill the obligations of the Contract.

6.4 Any termination by the Town for cause, if determined by a court of competent jurisdiction not to have been justified as a termination for cause, shall be deemed a termination for the convenience of the Town.

6.5 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 automatically terminated once existing funding is exhausted..

6.6 Termination for any reason shall not relieve the Professional of the obligation to deliver to the Town all Design Materials for which the Professional has been or will be compensated, including, but not limited to, the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed by the Town in writing, the Professional shall deliver the Design Materials to the Town within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of contract.

## **ARTICLE 7**

## **INSURANCE**

7.1 Professional 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 Professional.

7.2 Professional shall carry automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy, or in combination with an Umbrella or Excess Policy.

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

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

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

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

## **ARTICLE 8**

### **COMPENSATION AND PAYMENT**

8.1 Except as specifically provided otherwise herein, the Professional shall be paid fees at the unit prices set forth in the proposal in an amount not to exceed \$TBD [Dollar amount in words] (dollar amount in numbers).

8.2 The Professional shall submit for approval by the Town a payment schedule for the services, which, when approved, shall become the basis for payment hereunder.

8.3 Payments are due and payable thirty (30) days from the date of the Town's receipt of the Professional's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal.

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

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

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

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

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

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

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

8.9 The Professional's obligation to pay an interest charge to a Lower-tier Entity pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

8.10 All funds for payments by the Town under this Contract are subject to the availability of an annual appropriation for this purpose by the Leesburg Town Council. In the event of non-appropriation of funds by the Leesburg Town Council for the Work required under this Contract, the Town will terminate the Contract in accordance with Article 6, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

## **ARTICLE 9**

### **OTHER PROVISIONS**

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

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

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

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

9.5 Employment Discrimination by Professional Prohibited:

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

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

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

9.6.1 During the performance of this contract, the Professional agrees to (i) provide a drug-free workplace for the Professional'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 Professional '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 Professional that the Professional maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Lower-tier Entity.

9.6.2 "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Professional in accordance with this paragraph, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

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

9.10 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 Contract:

For Town:

Amy Wyks, Director  
Department of Utilities  
1385 Russell Branch Parkway, SE  
Leesburg, VA 20175

For Professional:

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

9.12 Town Employees. No employee of the Town shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

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

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

9.15 Audit. The Professional 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.

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

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

**TOWN OF LEESBURG, VIRGINIA**                      **[FIRM]**

Authorized Signature	_____	Authorized Signature	_____
Name	Kaj H. Dentler	Name	_____
Title	Town Manager	Title	_____
Date	_____	Date	_____

APPROVED AS TO FORM:

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

## **IX. MANDATORY FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS**

### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

## **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### **4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Contractor shall include this provision in all subcontracts.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven days from the receipt of each payment the prime contractor receives from Town of Leesburg. The prime contractor agrees further to return retainage payments to each subcontractor within seven days

after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Town of Leesburg. This clause applies to both DBE and non-DBE subcontractors.

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

### **EQUAL OPPORTUNITY CLAUSE**

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, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do

not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.



- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and

penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **PROHIBITION OF SEGREGATED FACILITIES**

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

- 1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that

is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**OFFEROR SUBMISSION FORM**  
**RFP NO. 320830-FY25-15**

**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  
RFP NO. 320830-FY25-15**

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: _____

OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL



**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND  
FELONY CONVICTIONS**

**RFP NO. 320830-FY25-15**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL**

**LISTING OF DBE SUBCONTRACTORS  
RFP NO. 320830-FY25-15**

The Offeror hereby proposes the following DBE participation:

DBE Subcontractor/Supplier	Work to be performed	NAICS Code	Percentage Applicable to Goal
DBE Participation Proposed (%)			____%
DBE Participation Goal (%)			<b>9.67%</b>

Offeror (Firm Name)	Signature	Date

OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
RFP NO. 320830-FY25-15**

**The undersigned offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):**

The offeror is committed to a minimum of **9.67%** DBE utilization on this contract.

The offeror (if unable to meet the DBE goal of **9.67%**) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Name of offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL

**LETTER OF INTENT**  
**RFP NO. 320830-FY25-15**

*Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.*

Name of bidder/offeror's firm: \_\_\_\_\_  
 Name & title of firm's AR: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Name of DBE firm: \_\_\_\_\_  
 Name & title of DBE firm's AR: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Work to be performed by DBE firm:

Description of Work	NAICS	%*	Dealer/Manufacturer**

*\*Percentage is to be used only in negotiated procurements, including design-build contracts*

*\*\*For material suppliers only, indicate whether the DBE is a manufacturer, or a regular dealer as defined by §26.55.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The expected percentage of overall participation is **9.67%**. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

\_\_\_\_\_  
 Signature of Bidder/Offeror's Authorized Representative Date: \_\_\_\_\_

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

\_\_\_\_\_  
 Signature of Bidder/Offeror's Authorized Representative Date: \_\_\_\_\_

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.**

**OFFEROR MUST SUBMIT THIS FORM FOR EACH DBE SUBCONTRACTOR WITH THEIR PROPOSAL**

**FIRM DATA SHEET**  
**RFP NO. 320830-FY25-15**

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data may result in the proposal not being considered.

Firm's Name, Address and DBE Certification Number (if applicable)	DBE Firm (Y/N)	Firm's Age	Firm's Annual Gross Receipts

OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL