REQUEST FOR PROPOSAL (RFP)
SNOW AND ICE REMOVAL SERVICES (CONTINUOUS)

ISSUE DATE:	September 26, 2025
RFP NO.:	100313-FY26-22
QUESTION DEADLINE:	N/A (Continuous)
PROPOSAL DUE DATE:	N/A (Continuous)
DELIVERY ADDRESS:	BidQuestions@leesburgva.gov
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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).

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I. PURPOSE

The Town of Leesburg (the "Town") is soliciting sealed proposals to establish multiple term contracts to provide snow and ice removal services. This is a continuous (ongoing) solicitation.

Competition is intended. It is the Town's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Town in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits competition.

The Town is issuing this "continuous" RFP for snow and ice removal services due to an ongoing lack of responses (proposals) to solicitations for such services resulting in insufficient resources (labor and equipment) for the Town. A continuous solicitation for these services will allow potential offerors (including small businesses) to submit proposals throughout the year to facilitate obtaining required resources. A continuous solicitation will also reduce the Town's administrative costs by eliminating the issuance of numerous repeat solicitations, typically resulting in limited or no responses (proposals).

II. BACKGROUND

The Town 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 is exempt from being taxed on goods and services.

The Town 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 Town of Leesburg is responsible for removal of snow and ice from Town rights-of-way including streets, sidewalks and trails as well as Town property such as parking lots, the Town's parking garage, the Town's police station, etc. In order to provide this service, the Town is soliciting proposals to augment Town-owned resources including labor and equipment.

Contractors who have an existing contract for snow and ice removal services with the Town should not submit a proposal for equipment and resources already under contract with the Town. If Contractor has additional equipment and resources not currently under contract with the Town, Contractor may submit a proposal relative to such additional equipment and resources.

III. STATEMENT OF NEEDS

The successful offeror, also referred to herein as "Contractor", will be expected to provide all labor and equipment necessary to clear snow and ice from Town-owned property, public

streets and rights-of-way and all incidentals related thereto. Materials such as sand, salt and brine will be provided by the Town at no cost to the Contractor.

The Town reserves the right to perform all, part, or none of the work.

REQUIRED EQUIPMENT AND ASSIGNMENT LOCATIONS

Contractor should propose the snow and ice removal equipment and personnel they have available for each line item of the Pricing Form that they are interested in. Contractors providing a proposal on more than one (1) line item should have a sufficient number of pieces of snow and ice removal equipment and personnel for each line item proposed. No Contractor will be awarded multiple line items using an individual piece of equipment or employee. Contractors are not required to propose on all line items and are permitted to propose individual line items.

The Town reserves the right to award multiple contracts to ensure that the Town has the equipment and resources (personnel) necessary for snow and ice removal operations.

Supervisors' Vehicles: A supervisor's vehicle will be required per 4 contracted vehicles or equipment. The supervisor's vehicle should be a four-wheel-drive pick-up truck or SUV and be equipped with appropriate rotating amber lights and means of communicating with their operators.

EQUIPMENT AVAILABILITY

The Contractor should possess or otherwise have available, at the time of proposal submission, the equipment necessary to perform the work under the terms of this contract. The Town reserves the right to inspect any equipment submitted on the Firm Questionnaire prior to Notice of Intent to Award, and any time after award.

After commencement, modification or substitutions for the equipment listed in the certification may be permitted with the written permission of the Town's Project Manager or designee, equipment substitutions permitted by the Town may be inspected.

SUBSTITUTION OF EQUIPMENT

The Town will only consider substitution of vehicles or equipment offered after Contract award. Equipment changes or substitutions will only be considered for equipment that is considered comparable to the original offered equipment. The Contractor will obtain Town approval for any proposed substituted equipment prior to placing that equipment in operation and will be subject to evaluation by the Town prior to approval.

The Contractor should submit a revised Firm Questionnaire to the Town's Procurement Officer after equipment evaluation and the substitution has been approved by the Town's Project Manager or designee.

SAFETY

All work performed will be in conformance with the Virginia Work Area Protection Manual (VWAPM), dated 2011 or latest edition including revisions.

The Contractor's equipment and personnel should meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards. The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations.

Contractor is expected to be in full compliance with all applicable Federal Motor Carrier Safety Administration requirements, laws and standards.

Contractor should be in full compliance with all applicable Virginia State Inspection and Licensing requirements, laws and standards.

EQUIPMENT DESCRIPTIONS

All of Contractor's equipment should meet the requirements listed below.

2-Ton to 5-Ton Trucks & Snow Equipment: Minimum 2-ton pick-up truck, four-wheel-drive, equipped with a minimum 8-foot contractor plow and a 2.5 cubic yard spreader.
Single, Tandem or Multi-axle Vehicles with Contractor-Supplied Snow Equipment: Single, Tandem or Multi-axle vehicles shall be equipped and arrive on site with a Contractor-supplied snow plow with a minimum width of eleven (11) feet, approximately 30 inches in height and 1,800 pounds in weight. These vehicles will also be outfitted with a Contractor-supplied chemical spreader with a minimum of eight (8) cubic yards or equivalent material capacity.
Single, Tandem or Tri-axle Dump Truck Only: Single/Tandem/Multi-axle vehicles provided by the Contractor, capable of receiving a Town-owned snow plow (minimum 10 feet in length, 30 inches in height, 1,800 pounds in weight) and an 8 cubic yard or larger chemical spreader.
Rubber-Tire Loaders: Each Rubber Tire Loader shall be equipped with a minimum 3.0 cubic yard bucket.
Backhoes: Each Backhoe shall be equipped with a minimum 1.0 cubic yard bucket.
Skid Loaders: Skid Steer Loader to be equipped with a minimum 0.25 cubic yard bucket.
ATV or UTV with Plow: All-terrain or Utility Task Vehicle with minimum 4ft-wide plow blade for clearing snow from asphalt trails, sidewalks or other areas as assigned, inclusive of operator. If available, provide broom or snow blower attachments with pricing under "Miscellaneous Equipment" below.
Walk-Behind Snow Blowers:

Each snow blower shall be a gas powered, two or three stage, 24 inches or greater walk-behind snow blower.
Other Equipment: This category is for equipment a Contractor may own or lease that could be used for effective and efficient snow and ice removal, but does not fall under the specific line item categories 1 through 10 on the Pricing Form. If a Contractor would like to offer a piece of equipment and associated operator or driver, please attach an additional sheet with your proposal submission listing a detailed description of the vehicle or equipment, associated snow equipment attachments, quantity available and unit rate per hour for each vehicle or equipment inclusive of driver or operator, fuel, and other items incidental to the work. The Town is under no obligation to accept or award equipment listed under this category.
Supervisor Vehicles: Each supervisor's vehicle should be a four-wheel-drive pickup truck or SUV and be equipped with appropriate rotating amber lights and means of communicating with their operators.

EQUIPMENT REQUIREMENTS

For this Contract, references in the RFP or Contract to vehicles or equipment are interchangeable and will apply to both vehicles and equipment. References to vehicles or equipment within this document and the Contractor rates provided on the pricing form are inclusive of the associated driver or operator.

Contractors should possess or have available, at the time of proposal submission, and throughout the term of the contract, the labor, vehicles and equipment necessary to perform the work under the terms of this contract. The equipment offered by the Contractor should be of equal size, or larger, as specified on the pricing form and within the specifications of this RFP, suitable for the intended purpose and provide the same or approved equal specifications and capabilities. For each piece of equipment offered, the Contractor should provide an experienced, licensed, and qualified operator. The Town in its sole discretion will determine whether the equipment offered by the Contractor is considered equal to that named herein.

The Contractor will be responsible for providing equipment in good and safe mechanical condition. If found to be in disrepair, the Contractor may be required to repair or replace equipment at the direction of the Town at no cost or schedule impact to the Town.

When trucks are equipped with a chemical spreader, the truck should have the taillights visible and not blocked by the spreader chute. The Contractor is responsible for ensuring the spreader is working properly, that all warning signs are kept cleaned so that they can be read easily, and that all warning lights are visible and operational at all times.

The Contractor will calibrate the flow on all chemical spreaders to operate as directed by the Town, so the proper amount of material is applied to the road surface. The Town reserves the right to test calibration and require the Contractor to make adjustments as

needed at the start of the season, during each snow event and throughout the snow removal season. The spreader gate chute will be equipped to be raised or lowered by handle when off-loading material. Spreader valve control box will function independently to increase or decrease the speed for the drag chain and spinner.

The Contractor will ensure each spreader is equipped with a prismatic lens sheeting sign, mounted and clearly visible, on the rear of the spreader which reads KEEP BACK 100 FEET.

The Contractor will be responsible for providing spreaders and plow cutting edges and blades in good working order. If found to be in disrepair, the Contractor may be required to replace plow blades and edges at the direction of the Town at no cost or schedule impact to the Town.

Each snow plow will be capable of being turned remotely so that snow may be windrowed or plowed to the left or to the right of the truck.

All Contractor-owned trucks, including four-wheel-drive vehicles, will be equipped with auxiliary headlights so they are visible and may operate safely when equipped with a plow. Auxiliary lights must be visible when the plow is in the "up" position.

If the Contractor changes or reconfigures any piece of snow removal equipment, those changes will be in accordance with the equipment manufacturer's recommendation and with Town approval. Any changes may be subject to re-inspection at the discretion of the Town.

Per the Current Virginia Work Area Protection Manual, each vehicle or piece of equipment involved in a mobile operation shall be equipped with at least one rotating amber light or high intensity amber strobe light visible for 360 degrees. Vehicle hazard warning lights shall not be used instead of rotating lights or strobe lights, but as a supplement. The amber warning lights shall meet the Requirements referenced in the 2011 Virginia Work Protection Manual, or current edition.

All Contractor vehicles used under this contract should have a current state vehicle inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators should be in compliance with all applicable DMV, State and Federal regulations regarding the conditions, safety and operations of the requested vehicles.

The name of the Contractor's company will be displayed on both sides of all work vehicles while on Town right of way. Town signage will be applied to Contractor vehicles while in service under this contract. The Contractor will place Town signage on their vehicles and equipment so that they are fully visible to the public but do not cover vehicle numbers or the Contractor's company name and logo.

The Contractor is responsible for properly securing all tools, equipment and materials on their vehicles at all times.

No subcontracted equipment will be used for snow removal operations that has not previously been evaluated and included on Firm Questionnaire.

The Contractor will provide tire chains when needed for all Contractor's equipment including heavy equipment such as loaders and graders.

No payment will be authorized for that piece of equipment until it is back in operating status. Payment will only be made for vehicles and equipment in service.

In the event a Contractor's vehicle gets stuck, the Contractor will immediately notify the Town Superintendent. The Contractor will be solely responsible for rescuing their equipment should it become stuck.

In the event a Contractor's equipment breaks down, the Contractor should immediately notify the Town Superintendent. The Contractor will be solely responsible for repairing their equipment quickly should it break down. If the vehicle or equipment is expected to be out of service for an extended period of the time, the Contractor should provide a replacement vehicle or piece of equipment of equal or larger capacity within the response times established in this contract.

The Contractor will be expected to have all equipment fully operational, equipment evaluations completed, and ready to mobilize no later than October 31st of each renewal period.

EQUIPMENT EVALUATIONS

Prior to the Notice of Award, each piece of offered equipment listed on the Firm Questionnaire must be reviewed and evaluated by Town personnel at the Town's maintenance facility located at 1393 Russell Branch Parkway. The equipment evaluation is one component of the proposal evaluation criteria and its purpose is to ensure that the Contractor's offered equipment is available at the time of proposal submission, and meets equipment requirements and specifications as stated herein.

Equipment evaluations will be conducted in accordance with the specifications outlined in this RFP and the Contractor's equipment as presented and listed on the Firm Questionnaire. The Town reserves the right to reject any piece of equipment that does not meet the requirements, specifications or evaluations as stated herein.

The date, time, and location of the pre-award equipment evaluation will be determined by the Town. The Contractor should present the offered equipment fully rigged with operational snow removal equipment on the scheduled date(s) of the inspection.

The Town's evaluation of Contractor's equipment does not absolve the Contractor of its responsibilities to be in full compliance with all applicable Federal Motor Carrier Safety Administration Regulations, Virginia State Inspection and Licensing requirements, laws and standards.

Rescheduling Equipment Evaluation: If a scheduling conflict arises after the evaluation is scheduled, the Town reserves the right to allow rescheduling of the initial date not to exceed three (3) business days from the original scheduled date.

Second Equipment Evaluation: The Town may consider a Contractor's request for a second evaluation of any piece of equipment offered on the pricing form that requires only minor corrective action in order to pass the evaluation. Minor corrective action includes, but is not limited to replacement of bulbs, lamps, windshield wipers, plow blades, tires, and/or signage only. The Town reserves the right to reject a second evaluation request.

Upon approval by the Town, the Contractor will present all equipment that was approved for a second evaluation within two (2) business days from the date of the original evaluation. The Contractor will have only one opportunity for a second evaluation, no additional equipment evaluations will be considered.

Subsequent Renewal Evaluation: The date, time, and location of equipment evaluation for renewals will be determined by the Town. The Contractor should present the approved equipment fully rigged and operational on the scheduled date(s) of the evaluation for renewal. If a scheduling conflict arises after renewal evaluation is scheduled, the Town reserves the right to allow a rescheduling of renewal evaluation date not to exceed three (3) business days from original date. Evaluations will be completed no later than October 31st of each renewal period.

AUTOMATIC VEHICLE LOCATION (AVL) AND COMMUNICATION TOOLS

AVL devices may be used to help locate vehicles, document hours at work, miles traveled and provide information during emergencies. At the Town's discretion, vehicles performing services under this contract will use a Town-owned AVL device. The Town reserves the right to determine when and in what vehicle an AVL device is installed. When requested by the Town, the use of AVL devices are a mandatory requirement that the Contractor will comply with.

The Town will provide and install Town-owned AVL devices in the Contractor's vehicles or equipment. Once installed, the Contractor should make sure that AVL equipment remains plugged in to a continuous power source while performing services under this contract. The Town may not pay for services performed under this Contract if, after installation in the Contractor's vehicle or equipment, the AVL device is unplugged or otherwise disabled by the Contractor's personnel.

The Contractor is responsible for damage to AVL devices, harnesses and cables caused by Contractor personnel while installed in the Contractor's vehicles or equipment. If AVL

equipment, harnesses or cabling is damaged by Contractor personnel, the Contractor will pay the Town for all repair or replacement costs.

If the Contractor should substitute or change equipment (with Town approval) for any reason, the Contractor must bring the vehicle or equipment coming out of service to the Town's maintenance shop for the removal of the AVL device as soon as practical. The replacement vehicle or equipment will also be brought to the Town's maintenance shop as soon as practical so the AVL device can be installed into the replacement vehicle or equipment.

The Town may also issue Contractor staff a Town-owned radio or provide access to communication applications for communication with Town staff while performing services under this contract. The Contractor is responsible for using this equipment and applications properly and should return any radio equipment or accessories in good working condition at the end of the assignment or upon request by the Town. The Contractor must notify the Town Superintendent or their designee if there is a problem with the radio or applications provided. Contractor's personnel use of Town provided radios and communication applications for use under this Contract will remain professional at all times. Excessive transmitting, talking or use of foul language over the radio or applications constitutes unsatisfactory performance. The first incident will result in a warning to the Contractor personnel (individual) who is non-compliant. A second incident will result in notification to Contractor's Supervisor for corrective action. A third incident may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section 17. (Termination for Cause) of the General Terms & Conditions.

All AVL and communication equipment such as radios and accessories will be removed by Town staff at a date and time scheduled by the Town. AVL and communication equipment shall be returned to the Town in good working condition no later than March 31st of each year or as specified by the Town. If the Contractor fails to provide the AVL or communication equipment by March 31st of each year or a date specified by the Town, liquidated damages in the amount of $35 per day per device plus the cost of the equipment will be deducted from the last invoice presented for payment. Demobilization payments will not be approved until all AVL and communication equipment are returned to the Town in good working condition.

OPERATOR REQUIREMENTS

Operators must possess the knowledge, skills, and abilities to perform all aspects of the operation of the equipment and to follow the safe practices and methods of snow removal used by the Town. Operators shall be at least eighteen (18) years of age and capable of working days and nights.

Operators are considered incidental to the equipment listed on the pricing form; the unit rates provided on the pricing form for each piece of equipment or vehicle are inclusive of driver and operator costs.

The Contractor must provide experienced, licensed operators, to include relief operators to ensure a continuous 24-hour operation as directed by the Town. Failure to report on time or provide a continuous 24-hour operation may result in liquidated damages in the amount of the equipment unit price rate for each hour a piece of equipment is not in service.

Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle laws and regulations. When required by the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements and shall have this license and their medical card on their person during operations of the vehicle. Failure to comply constitutes unsatisfactory performance and may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section 17. (Termination for Cause) of the General Terms and Conditions. The Town reserves the right to check driver's licenses and medical cards at any time during snow and ice removal operations and the validity of the license with Virginia's Department of Motor Vehicles at any time during the contract period.

The Contractor must ensure that operators are instructed not to exceed the Town recommended speed during snow removal operations. Operators should not create excessive slush spray from plows across lanes. High speeds do not allow for proper salt application, creates a safety issue for traveling public, and may damage Town assets. Speed may be tracked by AVL units and be monitored by the Town to ensure safe and efficient snow removal operations.

Contractor must ensure their operators are instructed and properly trained to use caution when plowing around residents, Town staff and Town assets (guardrails, curbs, walls, shoulders, etc.). Damage caused to Town assets will be repaired by the Contractor, at the Contractor's sole expense. (Refer to Work Site Damages section below)

To ensure the overall safety of all personnel and the traveling public, operators must be able to understand, communicate and read effectively in English. Operators must have a good working knowledge of the Town of Leesburg's road system.

The operator must be capable of operating all features on the truck including the spreader and snowplow. Operators found to be spreading Town materials excessively or when not directed to be doing so may be assessed liquidated damages in the amount of the cost of the excess material being spread plus any fines or charges the Town receives and the Town's cost for any required remediation.

The operator is responsible for reporting any problems or breakdowns to the Contractor's supervisor immediately. The Contractors' supervisor or the Operator must immediately alert the Town's Superintendent or designee noting the affected equipment, time and location of the breakdown and when that vehicle or equipment is placed back in service.

The Contractor is responsible for establishing schedules so that any individual operator is not permitted to work more than 14 consecutive hours (to include standby hours) without having at least a 6-hour break. If the duration of the snow event requires it, the Contractor must ensure that properly trained and licensed relief operators are available to sustain an around-the-clock operation. Any delay caused by a lack of operators may result in liquidated damages in the amount of the equipment unit price rate for each hour a piece of equipment is not in service.

The Contractor must ensure that all operators and equipment comply with all OSHA and VOSH Standards, MUTCD and Town safety rules as they apply to snow removal operations and not create any hazardous conditions. Necessary safety supplies and equipment, shall include, but is not limited to, hard hats and safety vests. Safety attire shall be in accordance with the current Virginia Work Area Protection Manual. (Refer to Safety Section above). Failure to comply constitutes unsatisfactory performance and may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section 17. (Termination for Cause) of the General Terms and Conditions.

Contractor operators may be provided a Town radio and accessories for communication with other Town drivers. It is the Contractor's responsibility to turn the radio in at the end of each shift. The Contractor must notify their supervisor and Town Superintendent or their designee if there is a problem with the radio provided.

All Contractor staff must possess a smart phone when performing work under this contract. The cellular phone number for the operator of each vehicle should be provided to the Town Superintendent or designee at the start of each assignment and when a change in Contractor staff occurs. At the Town's request, communication software or applications will be put to use with each driver cell phone to ensure lines of communication between the Town and Contractor staff are available while performing the work.

SUPERVISOR REQUIREMENTS

The Contractor must provide one (1) supervisor, per shift, with a pickup truck or SUV vehicle, mobile phone and means of communicating with the operators and laborers for every four (4) or multiple of four (4) pieces of equipment during each snow removal operation. If less than four (4) pieces of equipment are used, the Contractor must designate one of the operators as supervisor and they will be considered the Town point of contact during snow removal operations.

Supervisors are responsible for completing the Sign-In Sheet with the Town Shift Supervisor when reporting for a snow event. The Sign-In Sheet will document the equipment, labor and supervisors reporting, the standby and push time for each piece of equipment and the end time for each snow event. At the conclusion of the snow event, the Supervisor will review the Sign-In Sheet with the Town Shift Supervisor for accuracy. The Supervisor and the Town Shift Supervisor will sign the Sign-In Sheet to verify the times

worked. This Sign-In Sheet along with the AVL logs will be used to verify Contractor's invoices.

Supervisors must ensure their snow removal operation is efficient and effective. The Contractor's supervisor should report to Town's shift supervisors and relay directions and information to the operators. Constant and accurate communication is paramount to ensure snow removal operations provide safe travel for the traveling public.

Supervisors are responsible for reporting any piece of equipment that is out of service to the Town Shift Supervisor as soon as the equipment becomes inoperable.

Supervisors must ensure each operator has the necessary equipment, know their assigned routes, and perform the work according to Town best practices. The best practices and route review will be presented at the snow removal training sessions conducted by the Town.

Supervisors must patrol and inspect the Contractor's assigned routes and must report the road conditions to the Town Shift Supervisor. The Contractor's supervisor must be capable of recommending when the roadway should be treated and/or plowed.

Supervisors must be able to effectively communicate with Town personnel and the Contractor's operators in English. Supervisors must be capable of articulating and demonstrating the contract requirements and snow removal operation instructions in English.

Supervisors must log time for hours worked including standby time for each piece of equipment, on the Town Sign In/Sign Out sheet. This should include the supervisor with vehicle.

The Contractor's supervisor cannot serve as the mechanic to keep the Contractor's equipment operational. The supervisor cannot be an operator or driver for the Contractor's equipment or in any other capacity other than supervisor, if more than four (4) pieces of equipment are being utilized.

TRAINING REQUIREMENTS

The Contractor's supervisors, drivers, operators and laborers must attend an annual training session presented by the Town at a time and location mutually agreeable between the Town and the Contractor. The Town reserves the right to determine training needs.

All training must be completed by the scheduled dates determined by the Town for the initial contract period and by November 1st of each subsequent renewal term.

Drivers and Supervisors that attend the training must be the Contractor's staff that is expected to show up for all call-ins for snow removal required during the contract term. Drivers and operators who trained on specific snow zones or snow removal areas must be

the same operators or drivers who report to those zones during snow removal operations. Substitutions of operators or other changes may occur only with the Town's approval.

MOBILIZATION LEVELS

The Town will determine the mobilization levels for each snow event. The mobilization level is based on weather forecasting and the Town will determine the equipment needed and duration of services provided for each snow event. The Contractor must be prepared to provide equipment, operators and laborers required per mobilization level as determined by the Town. Due to the unpredictable nature of snow and ice weather events, the Contractor should be prepared to provide or withdraw equipment and employees as dictated by changing mobilization levels, and the direction of the Town shift supervisor. The Mobilization levels are determined at the sole discretion of the Town and can be changed at any time for any reason.

MATERIALS AND CHEMICAL SUPPLIES

The Town will furnish all sodium chloride (road salt), liquid chlorides, brine, and abrasives, and other materials which will be obtained at the Town shop.

The Town will load materials into the Contractor's equipment using a loader, backhoe or other equipment as needed. The Contractor must keep track of the quantity of material used throughout the event including unused material off-loaded at the end of an event. The log of materials used, times of load-out and quantities of material returned to the Town at the end of a shift will be provided to the Town's contractor wrangler at the end of each shift or at the end of the event, whichever occurs first.

The Town will direct the Contractor regarding when and where Town materials will be used to treat property and roads and will monitor the Contractor's use of the material throughout the event. Misuse or excessive use of the Town's materials may result in liquidated damages in the amount of the cost of the material being improperly used plus any fines or charges the Town receives and the Town's cost for any required remediation.

GENERAL CONTRACT REQUIREMENTS

The Contractor must not perform, or offer to perform, any snow and ice removal operations to any private individuals, firms, or corporations utilizing equipment that has been evaluated and approved for use under this contract. This includes listing the same equipment or staff for use in snow removal operations in other areas of the Town or for Homeowner Associations or other businesses.

Contractor is expected to provide the same level of snow removal operations that the Town provides with its own forces. These expectations include but are not limited to:

- Plowing and chemical application will produce bare pavement in all lanes, gore areas, and intersections.

- Shoulder areas will be clear and passable.

- Tandem plowing operations will be used to remove snow from curb to curb including multi lanes in a single direction.

- The above conditions must be sustained until equipment is released by the Town.

The Contractor must provide a mechanic, at no additional cost to the Town, who will be available or on call during snow removal operations to keep Contractor's equipment in proper working condition with minimal down-time, in case of break downs. If the Town mechanics are utilized during a storm event, Contractor may be charged for all labor hours and any materials used.

The Contractor is responsible for providing fuel for their contract vehicles and equipment. Vehicles and equipment will report at call-in with a full tank of fuel to begin snow clearing operations.

At the conclusion of the snow event, the Contractor must demonstrate that all assigned areas are cleared and work was performed as instructed and specified within the contract. Any deficiencies will be promptly corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

As the Contractor performs a shift change, switches operators or as vehicles are called off of service by the Town, the Supervisor must immediately inform the Town's contractor wrangler or other designee assigned to the associated area and a note must be recorded on the Contractor's log.

The Contactor's employees must always act in a professional manner while performing work under this contract. The Town has a standard of zero tolerance for all acts or threats of violence in the workplace or work location. Any threat or act of violence will be taken seriously, handled expeditiously, and dealt with appropriately, which may include disciplinary action, termination, arrest, and prosecution.

ADDITIONAL USERS AND EQUIPMENT ASSIGNMENTS

The need to divert equipment and personnel to another area will be at the sole discretion of the Town.

At no time should a Contractor leave his assigned route or snow zone without receiving direction or permission from the Town's contractor wrangler assigned to the associated area. Failure to follow this requirement may result in liquidated damages being assessed at the vehicle or equipment's unit price rate for the duration that the vehicle is not within its assigned zone.

Once the Contractor has satisfactorily completed work in their primary assignment area, the Contractor must inform the Town's contractor wrangler immediately and may be offered the option of assisting in other Town areas prior to the release of their equipment. If the Contractor agrees, the Contractor's reassignment to other areas in the Town will be coordinated by the Town's Project Manager, shift supervisor or designee. The Town reserves the right to add additional equipment and labor as deemed necessary.

METHOD OF ORDERING WORK/RESPONSE REQUIREMENTS

The Town's Project Manager, Shift Supervisor, or designee will contact the Contractor's listed phone number at the beginning of the snow event as notification to report to the assigned area with the requested equipment and personnel. The Contractor is responsible for ensuring that current contact numbers are provided to the Town and kept up to date.

The Town will give the Contractor as much advance notice as possible, however the Contractor must report to the Town shop at 1393 Russell Branch Parkway within a maximum of 2 hours of the first notification by the Town. The Town will establish and advise the Contractor of the reporting time during the call notification. For each hour, or increment thereof, which a Contractor vehicle(s) fails to report to Town in the 2-hour time frame the Contractor may be assessed liquidated damages at the unit price rate for each vehicle or equipment and the labor rate for laborers requested.

The Contractor's equipment and personnel must report to the Town shop at the time established for reporting during the call notification. In the event the Contractor is unable to report at the established time for reporting, the Town reserves the right to consider and grant additional time on a case-by-case basis. Additional reporting time will be granted at the sole discretion of the Town.

Upon reporting to the Town shop, the Contractor's supervisor or point of contact will sign in with the Town's supervision, contractor wranglers or designees and by using a Town supplied Sign-In Sheet to document the equipment and personnel on site.

If the Contractor fails to commence work at the mutually agreed upon time or fails to provide laborers and operators sufficient to maintain a continuous operation once work has commenced, liquidated damages will be assessed in the amount of the equipment unit price rate for each hour a piece of equipment is not in service and a complaint will be filed against the Contractor which may lead to default in accordance with Section 17. (Termination for Cause) of the General Terms and Conditions.

At the conclusion of the snow event, the Contractor's personnel and supervisor will report back to the Town shop and unload any unused materials per the Town's direction. The Supervisor will verify labor hours and the push and standby time for each piece of equipment with the Town's Project Manager, Shift Supervisor, or designee. The Town Representative and the Contractor's Shift Supervisor will both sign the Sign-In Sheet to verify its accuracy.

The Town's Sign-In Sheet will be the official Town record to track the number of hours worked for each piece of equipment on the contract. The Sign-In Sheet will be used in conjunction with the AVL log to verify Contractor's submitted invoices for hours worked and compensation due.

WORK SITE DAMAGES

Any damage to existing utilities, equipment, facilities, finished surfaces, guardrail, curb and gutter, paved shoulders, drainage, mailboxes, driveways or any other Town or private property resulting from negligent work related to the performance of this contract will be repaired to the Town's satisfaction at the contractor's expense. Claims made by the Town as a result of this work will be referred to the Contractor for handling. The Contractor will have seventy-two (72) hours to respond to the Town and provide written documentation as to the Contractor's intended resolution. Resolution may include, but is not limited to, proof of remuneration of claim or proof of claim being turned over to the Contractor's insurance. The Town may withhold payment from an invoice and/or from the final demobilization payment to the Contractor until the claim is resolved. Failure to properly respond to and resolve damage claims constitutes unsatisfactory performance and may result in a Procurement Complaint being filed which may result in termination of the contract.

COMPENSATION AND PAYMENT

Refer to Article 5. (Method of Payment) of the Contract.

Snow and Ice Removal Hourly Rate: The Town will pay the Contractor at the unit price per hour (including standby time), per vehicle, equipment and/or personnel for snow removal services authorized to be performed on Town property or right-of-way. The hourly rate for each vehicle or piece of equipment will include the vehicle or equipment with snow removal equipment listed, experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation. Payment will be made only to those contractors called in for winter maintenance activities.

In order to receive payment, Contractors must be checked in on Town property by a Town employee. Upon direction by Town staff to demobilize, the Contractor must immediately return to the shop to unload remaining Town-supplied materials and promptly check out with a Town employee.

The Contractor will be paid a minimum of two (2) hours for each piece of equipment responding to the Town's request in the event the storm fails to materialize or the snow event is cancelled.

MOBILIZATION AND DEMOBILIZATION PAYMENTS

Mobilization is offered by the Town to offset the Contractor's cost associated with, but not limited to, equipment evaluation, rigging of snow removal equipment, pre-season and mobilization meetings, training, pre-rigging, and work involved in the preparation of the

contract, and demobilization. There will be no Mobilization or Demobilization payment paid for supervisor vehicles.

Mobilization/Demobilization payment amounts listed below apply to each vehicle or equipment for each year of the contract for supplying all required equipment and will remain the same from contract award through any renewal periods. The CPI-U price increase/decrease allowance as defined within the PRICES AND PRICE ADJUSTMENT section below will not apply to the annual mobilization/demobilization payments.

Mobilization/Demobilization will be paid in two installment payments of 50% each in accordance with the following schedule and eligibility criteria:

Equipment Description	Mobilization/Demobilization Payment Amount
Single, Tandem or Multi-Axle Vehicles:	$750.00
Backhoes:	$400.00
Other Equipment: All Trucks	$750.00
Other Equipment: Heavy Equipment	$400.00

Mobilization: The first payment will be 50% of the scheduled amount. This payment will be processed at the beginning of the snow removal season upon verification that all of the following requirements have been met:

The Contractor will submit an invoice for the appropriate Mobilization amounts no earlier than October 31st of each contract year.

Contractor's vehicles and equipment must pass the annual Town evaluation prior to contract award and then by October 31st of each renewal year for each piece of equipment.

Contractor vehicles must be made available by October 31st of each contract year for annual vehicle evaluation and installation of the AVL equipment.

Contractor will provide an acceptable method of communication with the Town, and provide a written, updated list of contact numbers by October 31st of each contract year.

Annual Supervisor and driver training must be completed as required by the Town.

Demobilization: The second payment will be the remaining 50% of the scheduled amount. This payment will be processed at the end of the snow removal season upon documentation that the following requirements have been met.

The snow season will officially be over April 30th of each year. The Contractor will submit an invoice for the appropriate Demobilization amounts no earlier than April 30 but no later than May 15th of each contract year.

Contractor's equipment, operators and supervisors reported for work as required or called for each storm that the Contractor was called in for.

Work performed during the snow removal season is considered satisfactory.

Contractor submitted final invoice including demobilization by May 15.

PRICES AND PRICE ADJUSTMENT

The Offeror warrants that the unit prices stated in its proposal will remain firm for the initial term of the Contract. If the Contractor's unit prices are changed after the initial contract term, the Contract prices may be adjusted at the time of renewal, upon approval of the Contractor's written request to the Town. The Contractor's written request to the Town must explain fully the reasoning/justification, including any backup materials, for the requested price adjustments.

Pricing for additional renewal years may be negotiated but will not exceed the contract price(s) of the original contract increased/decreased by more than the percentage

increase/decrease of the **SERVICES** category of the **CPI-U** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Back-up data and justification for contract pricing in excess of the above may be considered at the sole discretion of the Town.

CONTRACT RENEWAL

The initial term of the contract is one year. This contract may be renewed at the expiration of its initial term for up to four (4) additional one-year periods upon written agreement of both parties. Notice of intent to renew will be given to the Contractor in writing by the Town approximately sixty (60) days before the expiration date of the current Contract.

Renewable contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Leesburg Town Council. In the event that the Leesburg Town Council does not grant necessary funding appropriation/program approval, then the affected multi-year Contract will become null and void, effective July 1 of the fiscal year for which such approvals have been denied.

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

This is a continuous (ongoing) procurement for snow and ice removal services. In order to be considered for a contract award, offerors must complete and submit a response to this RFP via email to BidQuestions@leesburgva.gov. All required forms and documentation submitted in response to this RFP are to be provided as one (1) pdf attachment. The attachment should use the following naming convention: the RFP number and the name of the Offeror (i.e., RFP No. 100313-FY26-22 - Your Company's Name). One (1) marked copy of your proposal with any trade secret, confidential, or proprietary information redacted must also be submitted.

B. Submittal Schedule

An offeror may submit a proposal at any time. During the months from March to May, the Town will evaluate proposals received during such period in June. During the months from June to August, the Town will evaluate proposals received during such period in September. During the months from September to February, the Town will evaluate proposals received each month the following month.

C. Proposal Format

Offerors will submit proposals in the following format:

1. Offerors will complete and submit the following forms (which are provided at the end of this RFP):

- Offeror Submission Form;
- Firm Questionnaire;
- Acknowledgement of Addenda;
- Pricing Form;
- Proposal Protection Disclosure Form.

2. Proposals will be submitted electronically. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.

3. Proposals will be signed in ink by the person or persons legally authorized to bind the offeror to a Contract.

4. Offerors will include any exceptions taken to the Statement of Needs and Terms and Conditions sections of this RFP, if any. For each exception, specify the RFP page number, section number, and detail the exception taken.

5. Each copy of the proposal will be bound or contained in one PDF.

D. Proposal Protection

In accordance with Sections 11 and 12 of the Town's General Terms and Conditions, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. **Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances**: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal with the trade secrets and/or proprietary information redacted. Unless all of these requirements are met, 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, OR OTHERWISE BE DEEMED CONFIDENTIAL. PURSUANT TO VIRGINIA CODE § 2.2-4342(F), REDACTIONS THAT ATTEMPT TO PROTECT ENTIRE PAGES OF A PROPOSAL AND/OR PRICING ARE

NOT ACCEPTABLE. IF A PUBLIC ENTITY IS USED ON THE REFERENCE FORM, THE PUBLIC ENTITY AND ASSOCIATED CONTACT INFORMATION MUST REMAIN UNREDACTED. ADDITIONALLY, ANY REFERENCES TO PUBLICLY-AVAILABLE INFORMATION MUST REMAIN UNREDACTED.

THE TOWN IS NOT BOUND BY THE OFFEROR'S DESIGNATION OF ANY INFORMATION AS A "TRADE SECRET," "PROPRIETARY," OR "CONFIDENTIAL." THE TOWN WILL MAKE THE FINAL DETERMINATION REGARDING THE CHARACTERIZATION AND EXEMPT STATUS OF ALL INFORMATION. ABSENT A SPECIFIC PROVISION OF LAW THAT ALLOWS INFORMATION TO BE WITHHELD, THE TOWN WILL DISCLOSE THE INFORMATION REGARDLESS OF ANY SUCH OFFEROR DESIGNATION. AS A COURTESY, THE TOWN MAY NOTIFY THE OFFEROR OF DESIGNATIONS DEEMED IMPROPER; HOWEVER, THE TOWN IS UNDER NO OBLIGATION TO DO SO.

V. QUESTIONS AND INQUIRIES

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.

A formal addendum responding to all questions may be issued by the Town. 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. Price proposal – 30 points
2. Firm Experience and History – 25 points
3. Capacity to Perform the Work – 25 points
4. Personnel Experience and History – 20 points

B. Selection Process

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

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

C. Contract Award

The Town intends to award one or more contracts to one or more qualified offerors 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 will be at the sole discretion of the Town. Award will be made to the offeror(s) whose proposal(s) is/are determined to be most advantageous to the Town, taking into consideration the above criteria.

The Town reserves the right to award in whole or in part, to make multiple awards, or to waive informalities in the process of awarding this contract.

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

VII. TERMS AND CONDITIONS

A. Special Terms and Conditions

1. **Contract Term**: The initial period of the contract will be one (1) year beginning on a date mutually agreed to by the Town and the Contractor. This contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of both parties.

B. General Terms and Conditions

1. **Proposal Binding for One Hundred Twenty (120) Days**: Offeror agrees that this proposal will be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after submitting.

2. **NOT USED**

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 will 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.

5. **Understanding of Specifications**: Offerors will thoroughly examine and be familiar with the Town specifications. The failure or omission of any offeror to receive or examine this document will in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal will be taken as prima facie evidence of compliance with this paragraph.

6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP will indicate such exceptions in their proposal. Failure to indicate any exceptions will be interpreted as the offeror's intent not to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.

7. **Inquiries Concerning Specifications**: Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.

8. **ADA Reasonable Accommodation Clause**: If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.

9. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.

10. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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

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

11. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. Unless proposal protection is properly invoked, these records will be available for public inspection after award of the contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Trade Secrets and Proprietary Information Disclosure".

12. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.

13. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract will apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.

14. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail

merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2723**. Indicate the BPOL license number on the proposal form.

15. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – "Ethics in Public Contracting" requirements set forth in the Virginia Public Procurement Act.

16. **Safety:** All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

17. **Termination:**

Termination for Convenience – 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. 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 will be excluded from the foregoing provision; termination costs, if any, will not apply. The Town may terminate the contract if the Offeror is in material breach of the Contract and fails to adequately remedy such breach after written notice from the Town and a 14-day period to cure the breach, provided however, that no cure period will apply where: (i) Offeror ceases to maintain all required permits; or (b) Offeror fails to provide the service as delineated in the Statement of Needs.

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 will be made at a proper reduction in price.

If this Contract is terminated by the Town for cause, the Town may withhold any further payments to the offeror until it determines its damages and may sue the offeror for any damages caused by the breach. If the Town terminates this Contract for cause and it is later determined that such termination was not justified, then the termination will be converted into one without cause and any liability of the Town will be limited solely to the liability provided for a termination without cause.

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 will be cancelled and the contractor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

18. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.

19. **NOT USED**

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

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

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

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

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

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

24. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.

25. **Qualification of Offerors:** Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.

26. **Liability:** The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.

27. **Expenses Incurred in Preparing Proposal:** The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.

28. **Protest Of Award or Decision To Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.

29. **Ethics in Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.

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

31. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than $2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

    Offeror shall also carry (a) 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; (b) Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia; and (c) such other insurance coverage deemed by the Town to be appropriate to this agreement, which may include, among other coverages, environmental liability and pollution coverage.

    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 as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Town.

32. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:

    a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or

b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

"Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."
The offeror will include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

33. **Prime Vendor Responsibilities:** Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

34. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town's Procurement Officer or designee.

35. **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.

36. **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.

37. **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.

SAMPLE CONTRACT – PROVIDED FOR REFERENCE PURPOSES; THE TOWN MAY REQUIRE ADDITIONAL PROVISIONS IN ANY FINAL CONTRACT

CONTRACT NO. 100313-FY26-22
SNOW AND ICE REMOVAL SERVICES (CONTINUOUS)

This **CONTRACT** (the "Contract") is made this _____ day of _____, 2025, by and between the **TOWN OF LEESBURG, VIRGINIA** (the "Town"), a municipal corporation, and _____ _____, a _____, authorized to conduct business in Virginia, having a usual place of business at _____ (the "Contractor"), collectively referred to herein as "Parties".

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

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

2. **Contract Documents.** The Contract Documents consist of this Contract, RFP No. 100313-FY26-22 (incorporated herein by reference), the Contractor's Proposal dated _____(attached hereto as "Exhibit A"), and any subsequent purchase orders issued by the Town. Where the terms of this Contract and the Contractor's Proposal are at variance, the provisions of this Contract shall prevail. The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract, will be resolved in the following order of precedence: (1) this Contract; (2) RFP No. 100313-FY26-22 and all addenda thereto; (3) the Contractor's Proposal dated _____.

3. **Contract Term.** The term of this Contract shall be one (1) year beginning on [contract date]. This contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of both parties.

4. **Contract Amount.** In return for the services identified above, the Town shall compensate the Contractor

[INSERT TABLE]

5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within thirty (30) calendar days after receipt of invoice or completion of services, whichever occurs later.

Invoices shall be submitted within one (1) week after each winter maintenance event has concluded and shall include the contract number, purchase order number, itemized quantities to date, unit price, and extended costs based on the contract pricing. No payment will be made for work not satisfactorily completed. Invoices shall be emailed to the address listed below for all items completed within the designated billing period. Invoices on

company letterhead submitted via e-mail are required. The date of receipt of an approvable electronic invoice by the Town will be considered the date of the invoice.

Town of Leesburg – Town Shop
Attn: Jennifer McManious
OperationAP@leesburgva.gov

6. **Applicable Law and Courts.** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court within Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.

7. **Assignment of Contract.** This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.

8. **Audit.** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

9. **Indemnification.** Contractor shall indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor.

10. **Notice.** The following persons shall be contact persons for the Parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

    1. For the Town:

    2. For the Contractor:

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

11. **Termination.**

    A. Termination without Cause. The Town may terminate this Contract for any reason upon thirty (30) days' notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.

    B. By Town with Cause. The Town may terminate this contract if the Contractor is in material breach of this Contract and fails to adequately remedy such breach after written notice from the Town and a 14-day period

to cure the breach. If this Contract is terminated by the Town for cause, the Town may withhold any further payments to the Contractor until it determines its damages and may sue the Contractor for any damages caused by the breach. If the Town terminates this Contract for cause and it is later determined that such termination was not justified, then the termination shall be converted into one without cause under Paragraph 11.A. and any liability of the Town shall be limited solely to the liability provided by that paragraph for a termination without cause.

C. If this Contract is terminated by the Town, the Contractor shall within seven days thereafter deliver to the Town all Contract Deliverables regardless of the current state of completion. In such case, the Contractor grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Contractor, but the Contractor will not be liable for any change or alterations to the Contract Deliverables or for their use in an incomplete state.

D. Notwithstanding the foregoing, the Contractor agrees that any resulting contract is subject to annual appropriations of the Leesburg Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

12. **Integration Clause.** This Contract, including all incorporated Contract Documents, shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the Parties hereto related to the subject of this Contract.

13. **Notice of Required Disability Legislation Compliance.** The Town is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, the Town may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

14. **Faith Based Organizations.** The Town does not discriminate against faith-based organizations.

15. **Immigration Reform and Control Act of 1986.** By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

16. **Payment to Subcontractors.** Within seven (7) days after receipt of amounts paid by the Town for work performed by a subcontractor under this Agreement, the Contractor shall either: a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under this Agreement; or b) notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the Town.

17. **Authority to Transact Business in Virginia.** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into an Agreement with the Town pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Town may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

18. **Counterparts.** This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

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

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests

Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2 498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

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

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

22. **Drug-free Workplace.**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in

all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

23. **Delays.**
Time is of the essence. The Contractor must keep the Town advised at all times of status of Parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to Town. Should Contractor fail to provide service at the time and place contracted for, or within such reasonable period of time thereafter as the Town may, in its discretion, agree to in writing, the following provisions shall apply:

The Town may contract for service of comparable quality to replace the service. If the Town elects to so proceed, the Contractor shall reimburse the Town for all costs in excess of the Contract amounts; or, in the event that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

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

25. **Workmanship and Inspection.** All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The Town reserves the right to require immediate removal of any Contractor employee from Town service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Further, the Town may, from time to time, make inspections of the work performed under the Contract. Any inspection by the Town does not relieve the Contractor of any responsibility in meeting the Contract requirements.

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

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

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

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

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

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

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

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.
An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

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

29. **Survival of Terms.** Upon expiration or termination of this Contract, Sections 6 (Applicable Laws and Courts), 8 (Audit), 9 (Indemnification), 10 (Notice), 16 (Payment to

Subcontractors) and 26 (Contractual Disputes) shall continue and survive in full force and effect.

30. **Insurance.** Contractor shall secure at its own expense general liability insurance in an amount not less than $2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Contractor shall also carry (a) 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; (b)Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia; and (c)other insurance coverage deemed by the Town to be appropriate to this agreement, which may include, among other coverages, environmental liability and pollution coverage .

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

31. **Parties' Relationship.** It is the intent of the Parties hereto that the Contractor shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no time legally responsible for any negligence on the part of said Contractor, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

32. **Ownership of Documents.** Contractor agrees that all information, finished or unfinished documents, data, studies, surveys, specifications, records, reports and other material gathered and/or prepared by or for it, which are to be provided to the Town under the terms of the Contract shall, at the Town's option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

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

33. **Liquidated Damages**:

a. In cases where the Town has requested snow and ice removal services and the Contractor fails to respond within the 2-hour window as described in the Statement of Needs, or fails to return Town-owned equipment, the Contractor will pay the Town liquidated damages as specified in the Statement of Work. The assessed liquidated

damages will be deducted from the last invoice presented for payment. In the event of a payment claim or invoice discrepancies, the Town may withhold payment from an invoice to the Contractor until the claim is resolved.

b. If the Contractor fails to return an AVL or communication equipment in good working condition by March 31st of each year or a date specified by the Town, liquidated damages in the amount of $35 per day per device plus the cost of the equipment will be deducted from the last invoice presented for payment.

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

cla_SignatureClause

OFFEROR SUBMISSION FORM
RFP NO 100313-FY26-22

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE
Company_____
Address_____
Contact Person_____ Title_____
Telephone No._____ Fax No._____ Email_____
Organized under the laws of the State of_____
Principal place of business at_____
Federal Id Number_____ Registered Agent_____
State Corp. Commission Registration No._____ (attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act.

The Supplier [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. Suppliers must select one or the other (not both) by inserting a checkmark (☐) or the letter "X".

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature_____ Date_____
Name (Printed)_____ Title_____

OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL

OFFEROR QUESTIONNAIRE FORM
RFP NO. 100313-FY26-22

COMPLETE AND SUBMIT THIS QUESTIONNAIRE TO RESPOND TO THE EVALUATION CRITERIA REQUIREMENT.

Firm: _____

(Type or Print Company Name)

Contractor's Primary Contact(s) for this contract:

Owner or CEO: _____ Email: _____ Phone: _____

Superintendent: _____ Email: _____ Phone: _____

Other (list title): _____ Email: _____ Phone: _____

Evaluation Criterion 2	**Firm Experience and History**	**25 pts.**

1. Describe the services your company provides, particularly those services delineated in the Statement of Needs.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. How long has your company performed the services above?

_____ Years _____ Months

3. **If applicable, provide your company's contractor's license number.**

Virginia Contractor's License Number: _____

4. **Is your company able to meet the insurance requirements delineated in the Request for Proposal (RFP)?**

Yes_____ No_____

List your company's current and previous clients, preferably governmental, that your firm performs similar services. Enter all the information required below.

Client	*Address (City only)*	*Phone Number*	*Contact Name*	*Contract Value*	*Contract Start and End Dates*
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

5. **Identify any Town locations for which your firm is currently working, the contract number associated with the work and the location where the work is being performed.**

_____

_____

_____

_____

Evaluation Criterion 3	**Capacity to Perform the Work**	**25 pts.**

1. **Describe the type and quantity of equipment your company has to perform the required services.**

_____

_____

_____

_____

_____

_____

2. **Describe how your company manages contract commitments for more than one client when a shortage of personnel or equipment occurs.**

3. **Describe your company's self-inspection program to ensure quality performance.**

4. **All equipment intended for use in performing the services required in this RFP must be listed below. Add additional sheets if needed.**

OWNED EQUIPMENT (All blocks must be completed)

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

5. If not owned, how will the equipment be obtained within the required time in the event of award?

_____

_____

_____

If equipment will be rented, leased or subcontracted provide a letter from the applicable entity on company letterhead stating the type of equipment and availability for the duration of the contract period, with the proposal submission.

Rented, leased or subcontracted equipment: Prior to award, the Town will require the Offeror to provide a copy of the rental or lease agreement, for the equipment intended for use to perform services of this RFP.

Future equipment purchase: Offeror must include with their proposal submission an invoice from the applicable entity (seller) stating the equipment to be purchased, size, capacity and specifications. Invoice shall include the Offeror's name and address, and estimated date of delivery. Prior to award, the Town will require the Offeror to provide proof of purchase for the listed equipment intended for use to perform services of this RFP.

RENTED/LEASED/SUBCONTRACTED/TO BE PURCHASED EQUIPMENT
(All blocks must be completed)

IS EQUIPMENT RENTED/LEASED/SUBCONTRACTED OR TO BE PURCHASED? Indicate agreement type below	**COMPLETE DESCRIPTION**

6. Is any of the equipment listed above currently committed on other contracts including Town contracts?

___Yes____ No

If yes, identify which equipment (year, make, model, ID#), where the equipment is committed, contract number(s) and name the party to the contract.

_____

_____

_____

_____

_____

_____

Evaluation Criterion 4	Personnel Experience and History	20 pts.

1. How many qualified personnel do you currently employ?

_____

2. Enter the qualifications of the personnel that will perform this contract.

Name	*Years of Experience Performing Similar Services*	*Licenses or Qualifications (if any)*

ACKNOWLEDGEMENT OF ADDENDA
RFP NO. 100313-FY26-22

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: _____

PRICING FORM - RFP No. 100313-FY26-22

Item	Description	Unit	Quantity	Unit Price
1	**Single, Tandem, Tri-axle or Multi-Axle Dump Truck with Contractor-Supplied Snow Equipment:** Single, Tandem, Tri-Axle or Multi-Axle trucks shall be equipped with a Contractor-supplied snow plow (minimum 10 feet in length, 30 inches in height, 1,800 pounds in weight) and an 8 cubic yard or larger chemical spreader.	Hour	1	$
2	**Single, Tandem or Tri-axle Dump Truck Only:** Single/Tandem/Multi-axle vehicles provided by the Contractor, capable of receiving a Town-owned snow plow (minimum 10 feet in length, 30 inches in height, 1,800 pounds in weight) and an 8 cubic yard or larger chemical spreader.	Hour	1	$
3	**2-Ton to 5-Ton Trucks & Snow Equipment:** Minimum 2-ton pick-up truck, four-wheel-drive, equipped with a minimum 8-foot contractor plow and a 2.5 cubic yard spreader.	Hour	1	$
4	**Rubber-Tire Loader:** Each Rubber Tire Loader shall be equipped with a minimum 3.0 cubic yard bucket.	Hour	1	$
5	**Backhoe:** Each Backhoe shall be equipped with a minimum 1.0 cubic yard bucket.	Hour	1	$
6	**Skid Loaders:** Skid Steer Loader to be equipped with a minimum 0.25 cubic yard bucket.	Hour	1	$
7	**ATV or UTV with Plow:** All-terrain or Utility Task Vehicle with minimum 4ft-wide plow blade for clearing snow from asphalt trails, sidewalks or other areas as assigned, inclusive of operator. If available, provide broom or snow blower attachments with pricing under “Miscellaneous Equipment” below.	Hour	1	$
8	**Walk Behind Snow Blower:** Each snow blower shall be a gas powered, two or three stage, 24 inches or greater walk-behind snow blower.	Hour	1	$
9	**Snow Shovel Laborer:** Appropriately equipped laborer for snow and ice removal.	Hour	1	$
10	**Equipment Operator:** Appropriately equipped equipment operator for snow and ice removal.	Hour	1	$
11	**Other Equipment:** Contractor equipment available for snow and ice removal. Attach additional sheet(s) listing quantities, description of equipment and unit rates, if applicable.	Hour	1	$

PROPOSAL PROTECTION DISCLOSURE FORM
RFP NO. 100313-FY26-22

Review subsections 11 and 12 of the Town's General Terms and Conditions before completing this form.

Please note that completion of the following form is to comply with the Virginia Freedom of Information Act. The Town of Leesburg will make the final determination as to whether a proposed redaction complies with the exemptions outlined under Va. Code §§ 2.2-3700 et seq. and 2.2-4342.

Instructions: To invoke protection of trade secrets or proprietary information, offerors must identify the data or other materials to be protected and state the reasons why the protection is necessary. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The term "trade secret" is defined for this purpose as:

"Trade secret" means information, including but not limited to, a formula, pattern, compilation, program, device, method, technique, or process, that:

1. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and

2. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

See Virginia Code §§ 2.2-3701 and 59.1-336.

Proposal Protection Disclosure Form

In accordance with the Code of Virginia § 2.2-4342(F), _____ (name of offeror), invokes the protection of the following portion(s) of the offeror's proposal submitted to the Town on _____ (date of proposal):

Data/Material to be Protected	Section(s)/Page Number(s)	Reason(s) why Protection is Necessary

OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL