



REQUEST FOR PROPOSAL
Asset Management Software, Implementation, and Support

Issue Date:	Thursday, April 21, 2016
RFP No.:	500610-FY16-20
Questions Due:	Monday, May 9, 2016 @ 5:00 PM
Proposals Due:	Monday, May 23, 2016 @ 3:00 PM
Mailing Address:	Town of Leesburg Procurement Division 25 W. Market Street Leesburg, VA 20176
Procurement Contact:	Octavia Andrew, CPPB, VCO Chief Procurement Officer Phone: 703-737-7176 E-mail: oandrew@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this RFP will be posted on the Town's bid board and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address, and to be aware of any addenda.

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I. PURPOSE

The Town of Leesburg is requesting written proposals from qualified vendors to provide a fully integrated GIS-centric, Enterprise Asset Management System (EAMS). The intent of this Request for Proposal (RFP) is to partner and require the successful offeror to provide the associated technical services to complete related installation, configuration, data conversion/migration, implementation and training services to maximize the use of the selected Computerized Maintenance Management System (CMMS)/EAMS. The Town will complete a fair and thorough evaluation of each response to this RFP.

The Town of Leesburg is interested in a fully integrated solution that provides all the functionality identified and related services including mobile functionality. Proposals are to provide scope of work, project plan, costs, and other information regarding the functionality and implementation of the system.

II. BACKGROUND

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated population of 44,400. The Town's fiscal year begins on July 1 and ends on June 30.

The Town is a full-service municipal corporation that provides the following services to Town residents and businesses:

- General governmental services including: police, refuse collection and disposal, water and sewer utilities, stormwater management, airport, parks and recreation, and maintenance of streets and roadways.
- On an all funds basis, the Town has a total budget of \$94.7 million for the 2017 fiscal year, with approximately 411 full-time equivalent employees.
- The Town is organized into fifteen departments.

More detailed information on the government and its finances can be found in the Town's Adopted FY 2016- 2017 Budget and FY 2016-2021 Operating and Capital Improvements Plan as well as the Comprehensive Annual Financial Report (CAFR) for FY 2015 on the Town's website at www.leesburgva.gov.

III. SCOPE OF WORK

A. Technical Specifications

The successful offeror will provide the Town with an integrated functional software solution. Individual components of the solution must utilize a shared data repository of information and processes to ensure that all users at all levels have access to information pertaining to their responsibilities. Redundant data should be at a minimum and there must be a dynamic user interface across user components.

The Town of Leesburg currently utilizes a physical SQL 2008 database server on a Windows 2008 Enterprise server operating system and virtual SQL 2014 on a Windows 2012 server operating system. The Town has 3 virtual hosts operating on VMWare

platform. All of the Town desktops utilize Windows 7, 64 bit operating system. Mobile devices operating systems include: Windows 10, Apples iOS and Googles Android. The Town utilizes the Aclara System for meter reading and Tyler Technologies Munis Billing System for all utility customer tracking, as well as Tyler Technologies Munis Financial Management System. The Town also uses Dossier for fleet management and Paver for pavement management. These systems will continue to remain the sole systems for their respective functions.

The Town is interested in evaluating different hosting solutions (on premise, vs. vendor and/or third party hosting solutions). The selected CMMS/EAMS will have the capability to accept application interfaces with current Esri ArcGIS (version 10.3), CCTV software (WinCan VX), Innovyze (InfoWater 12.1 and Info Sewer), Dossier, Paver and Munis Financial and Inventory management platforms currently in use. It must also be able to extract data and query into various reporting formats. The system shall also provide a robust reporting capability.

Under the direction and guidance of the Town, the successful offeror will provide services and desired deliverables of the selected CMMS/EAMS software application as outlined below. The successful offeror will furnish all software database licenses, labor, materials, data conversion, data mapping, training, equipment and supervision necessary before and during implementation of the software. The successful offeror will also supply training, troubleshooting, and support services after full implementation.

B. Application Software Functional Requirements

1. Ability to track all assets within the combined Water, Sanitary and Public Works' operations (at least 10,000 unique asset groups and up to 50 attributes per asset group) to include:
 - a. Initial: Water Distribution, Water Treatment, Sewage Collection, Sewage Treatment
 - b. Potential Future: Roads/Streets, Storm water Collection, Airport Infrastructure, Parks and Recreation Infrastructure, Buildings, Traffic Signals, Street Signs, Guardrails, Fences and Streetlights
2. Manage asset installation/construction history within locations, and categorize assets as active, abandoned, or removed, and track effective and remaining useful life
3. Manage asset hierarchy and locations to support up to an eight-level hierarchy structure
4. Enable maintenance, scheduling, and user classification of work orders (e.g., preventive vs. corrective, etc.)
5. Associate work orders with a specific asset or group of assets

6. Ability to provide inspection and testing results of an asset's physical condition, assign a condition rating, and analyze the geographic distribution of on-going maintenance activities for linear assets
7. Work order system that allows for both individual and cyclical scheduling of work, including resource planning
8. Ability to generate automatic notifications for needed preventive maintenance based on asset usage, condition, and calendar
9. Asset tracking system for aging asset condition that generates repeatable scheduling for cleaning/maintenance based on a calendar aging of condition
10. Ability to track and update asset condition, usage, and consequence of failure (criticality) information
11. Ability to attach images, videos, and documents to asset records
12. Assign unique identification code to each asset, incorporating existing asset IDs already in use by the Town
13. Associate, track and report all costs (internal or vendor provided) for all work orders or projects. Labor cost will need to be imported
14. Track financial indicators including original cost, replacement cost, depreciation, remaining asset value, and life-cycle costs
15. Robust parts, supplies and materials inventory system/module that supports bar coding and generates reorder reports based on specified inventory levels/volumes
16. Ease of use custom reporting in addition to providing standard reports loaded at time of implementation
17. Support data input with drop-down menus or lists with selection options
18. Must be highly configurable, extendable, scalable, and intuitive to use, with a common vernacular (language in everyday use), and provide a consistent graphical user interface

C. Operating Environment Requirements

1. Operate in a server/browser and cloud-based environments
2. Capable of ultimate integration with Esri ArcGIS architecture
3. Capable of integrating with ArcGIS SQL server

4. Able to integrate with other engineering, maintenance and inspections software, Munis, Info Water, Info Sewer, Dossier, and Paver
5. Ability for secure, remote access of system, including access to existing asset information and field entry of data and information

D. Software Licenses and Maintenance

The successful offeror shall grant the Town a perpetual, nontransferable, nonexclusive site license to use the application software on its network or cloud platform. The Town shall have the absolute right to upgrade or replace any equipment in its network and continue to use the application software on its network. The Town shall not be required to pay any additional licensing fee or other fees as a result of using the application software in conjunction with the upgraded or replacement equipment on its network.

The Town shall be granted the right to copy the software for archival, backup, or training purposes. All archival and backup copies of the software are subject to the provisions of the license, and all titles, patent numbers, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. The Town shall also be permitted to maintain the software on multiple machines for its own use for training environments and/or back-up purposes.

The Town will agree not to cause or permit the reverse engineering, disassembly, or de-compilation of the software.

By virtue of the agreement, the Town acquires only the right to use the software and does not acquire any rights of ownership.

The successful offeror shall waive or discount the software maintenance fee for the first year after the software has been completely installed and implemented by the Town (since the software is not in production yet). The Town will not pay annual maintenance fees in advance of software being accepted.

The software version shall be supported by the successful offeror for at least three years after a new version is released. Software releases shall be a stable version of the product, with an official defect and patch distribution system.

The system shall be able to receive vendor updates without modifying the Town's configuration of the system.

The successful offeror shall provide the ability to hide or turn off modules and fields that the Town does not require at the time of implementation.

Services provided under ongoing, post implementation software maintenance agreements shall include telephone support and software upgrades for software purchased by the Town.

E. Implementation Services

The successful offeror shall be responsible for the following setup and data import tasks:

1. Set up agreed to and pre-defined asset hierarchies in the CMMS system
2. Import pre-collected asset data for up to 10,000 unique asset groups, including attaching pre-collected photos, videos and documents to asset records

F. Training

The successful offeror shall be responsible for the following tasks:

1. Provide hard copy and electronic training material and user manuals for new users
2. Structure new user training such that employees can learn at least 80% of the functionality in two days or less of training
3. For each training topic, provide two training sessions at least one week apart to accommodate staff scheduling conflicts

G. Town Provided Information and Resources

The Town will provide the following information:

1. Staff: The Town will designate one staff member to serve as the project manager to facilitate implementation
2. Network Connection: The Town will provide the successful offeror with access to the Town's current required and approved infrastructure to facilitate implementation

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

One (1) original (so marked), three (3) hard-copies of your proposal, and one (1) electronic copy of your proposal must be submitted to the address on the cover page of this RFP by the date and time noted. Late proposals will not be accepted. Telephone, fax, electronic, emailed and verbal offers will not be accepted.

Submit proposals in a sealed envelope with the following information:

TITLE: Asset Management Software, Implementation, and Support
DUE DATE: May 23, 2016; 3:00 PM
LOCATION: Town of Leesburg
Procurement Office

25 W. Market Street
Leesburg, VA 20176

Offerors assume full responsibility for the delivery of the completed proposal to the address noted above on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the delivery of the proposals. **ANY PROPOSAL RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.**

B. Proposal Format

Offerors shall submit proposals in the following format:

1. Proposals shall include a cover letter, the completed RFP Submission Forms including the requested questionnaire, references, and supplemental information, and any other information that you deem appropriate.
2. Proposals shall be submitted on 8-1/2" x 11" paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposal shall be signed in ink by the individual or authorized principals of the firm.
4. Each copy of the proposal shall be bound or contained in binders, all pages shall be numbered, and shall be organized using tabs in the sequence and format as indicated below:

TAB 1	<ul style="list-style-type: none">• Table of Contents• Executive Summary• Offeror Submission Form (Page 21)
TAB 2	<ul style="list-style-type: none">• Project Team/Organization Chart• References (Page 22)
TAB 3	<ul style="list-style-type: none">• Outline of Offeror's Ability to Meet the Scope of Work as Outlined in Section III to Include Proposed Software Specifications, Functional and Operating Attributes, and Licenses and Maintenance• Specification Questionnaire Form (Pages 23-26)• Supplemental Information (Pages 27-28)
TAB 4	<ul style="list-style-type: none">• Implementation Plan to Include Timeline and Training
TAB 5	<ul style="list-style-type: none">• Price Proposal
TAB 6	<ul style="list-style-type: none">• Exceptions to the RFP

C. Proposal Organization

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

1. **Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.
2. **Capability and Skill:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: offeror's qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a minimum of five (5) references for which offeror has completed services comparable to the scope of work in this RFP and in an environment comparable to the Town.
3. **Services Proposed:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the offeror's understanding of the scope of work and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III Scope of Work, include completed Specification Questionnaire and Supplemental Information Forms (including screenshots, sample reports, etc.) in order to demonstrate how the proposed software solution will meet the specification requested, and a statement explaining why the offeror's proposed solution would be the most advantageous to the Town.
4. **Implementation Plan:** Provide a detailed timeline of your implementation and training plan, including, but not limited to: a description of the implementation services, the schedule for implementation, an explanation of the training to be provided, and optional implementation services. Specifically, your implementation plan should address the following:
 - What is included in the basic implementation services?
 - Please list typical customization included as part of basic implementation.
 - Please describe the process for data conversion, population, and/or integration.
 - Please list typical schedule for implementation.
 - Please explain the training offered to Town staff. How many staff members are included/anticipated in your training proposal?

- Please list optional implementation services. For each service, please provide additional cost and time for implementation (as applicable).
5. **Price Proposal:** At a minimum, the price proposal must detail the total costs necessary to purchase, implement, operate, upgrade, license and support the software for a period of five (5) years.
 6. **Exceptions to RFP:** Detail any exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

V. QUESTIONS AND INQUIRIES

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by 5:00 p.m. on Monday, May 9, 2016.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the proposal due date. Additional clarifications to the specifications will also be in the form of a written addendum. All addenda will be posted on the Town's website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents. It is the offeror's responsibility to obtain all addenda from the Town's website: <http://www.leesburgva.gov/government/departments/finance/procurement/bid-board>.

VI. EVALUATION CRITERIA AND AWARD

A. Evaluation Criteria

Proposals will be evaluated on the following criteria and weighted accordingly:

1. Software functionality as it relates to the Town's business needs and functional and technical requirements (including responses to questionnaire and supplemental information) – 50%
2. Implementation plan including timeline and training – 20%
3. Non-binding estimate of five-year lifecycle cost and associated man-hours for implementation, maintenance, and support – 20%
4. References and experience with other government entities – 10%

B. Selection Process

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

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

C. Contract Award

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

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

VII. TERMS AND CONDITIONS

A. General Terms and Conditions

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

advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.

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

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

11. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Trade Secrets and Proprietary Information Disclosure".
12. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
13. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
14. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2717**. Indicate the BPOL license number on the proposal form.
15. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – "Ethics in Public Contracting" requirements set forth in the Virginia Public Procurement Act.
16. **Safety:** All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or

damage to any persons or property within and around the work site area under this contract.

17. **Termination:** Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

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

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

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

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

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

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

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

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

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

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

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of

whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.

30. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
31. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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

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

32. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:
- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the agency 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.

VIII. SAMPLE CONTRACT

CONTRACT NO. [SOLICITATION TITLE]

This **CONTRACT** (the “**CONTRACT**”) is made this ____ day of _____, 20____, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “**TOWN**”), a municipal corporation, and _____, a _____ having a usual place of business at _____ (the “**CONTRACTOR**”).

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

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

[DESCRIPTION OF SERVICE]

2. **Contract Documents.** The Contract Documents consist of this Contract, the RFP, the Town Purchase Order and the _____ quote, dated _____. Where the terms of this Contract and the Contractor’s quote are at variance, the provisions of this Contract shall prevail.

3. **Contract Term.** The term of this Contract shall consist of the period of time [PERIOD OF TIME].

4. **Contract Amount** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor [\$ AMOUNT]. The total project is expected not to exceed [\$ AMOUNT].

5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within [PAYMENT TERMS OR SCHEDULE] or receipt of invoice or completion of services, whichever occurs later.

Invoice must detail the hours worked and services performed and be mailed to the address specified below and must reference the purchase order number.

Town of Leesburg, Budget Office, 25 W. Market St., Leesburg, VA 20176

6. **Applicable Law and Courts.** This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.

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

1. For TOWN:

2. For CONTRACTOR:

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

11. **Termination by Town without Cause.** The Town may terminate this Contract for any reason upon ten (10) 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.

12. **Integration Clause.** This contract 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.

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

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

OFFEROR SUBMISSION FORM
RFP NO 500610-FY16 -20

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of the State of _____
Principal place of business at _____
Federal Id Number _____ Registered Agent _____
State Corp. Commission Registration No. _____ (attach Certificate of Good Standing)

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

Name	Address
_____	_____
_____	_____
_____	_____

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

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

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Supplier [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

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

Signature _____	Date _____
Name (Printed) _____	Title _____

SUPPLIER MUST RETURN THIS FORM WITH THEIR PROPOSAL

REFERENCES

QUALIFICATIONS: Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product. _____ Years, _____ Months

Provide a list of at least five (5) accounts, preferably governmental that your firm has provided similar goods and/or services to in the past twelve (12) months.

PLEASE PRINT OR TYPE

1. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED: _____
NUMBER OF YEARS SERVICING FIRM: _____
2. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED: _____
NUMBER OF YEARS SERVICING FIRM: _____
3. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED: _____
NUMBER OF YEARS SERVICING FIRM: _____
4. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED: _____
NUMBER OF YEARS SERVICING FIRM: _____
5. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TITLE: _____
PHONE NO: _____ EMAIL ADDRESS: _____
SCOPE OF SERVICES PROVIDED: _____
NUMBER OF YEARS SERVICING FIRM: _____

SPECIFICATION QUESTIONNAIRE FORM

Using the following table, please check the boxes, as appropriate, to indicate how the proposed system would meet the specifications of this RFP. Definitions are as follows:

Meets: Feature is standard and available in the current release; no customization or modification required.

Meets with Minor Configuration: Configuration maintains application on upgrade path. Testing and production of modifications will be completed by implementation go-live date.

Meets with Major Configuration: Indicate timing required for configuration and estimated costs.

Does Not Meet: Software cannot meet requirement.

Future Release: Requirement will be available in a future release. Indicate anticipated release month and year.

	Meets	Meets with Minor Configuration	Meets with Major Configuration	Does Not Meet	Future Release
Manages asset hierarchy and locations, supporting up to 8-level structure					
Ability to accommodate at least 10,000 unique asset groups and at least 50 attributes per asset group					
Manages asset installation and construction history within locations					
Categorizes assets as active, abandoned, or removed					
Monitors asset condition, usage, and criticality					
Tracks financial indicators including original cost, replacement cost, depreciation, remaining asset value, and life cycle costs					

	Meets	Meets with Minor Configuration	Meets with Major Configuration	Does Not Meet	Future Release
Enables maintenance, scheduling, and user classification of work orders (e.g., preventive vs. corrective, etc.)					
Associates work orders with an asset or a group of assets					
Ability to provide inspection and testing results of an asset's physical condition, assign a condition rating, and analyze the geographic distribution of on-going maintenance activities for linear assets.					
Allows for both individual and cyclical scheduling of work, including resource planning.					
Ability to generate automatic notifications for needed preventive maintenance based on asset usage, condition, and calendar					
Asset tracking system for aging asset condition that generates repeatable scheduling for cleaning/maintenance based on a calendar aging of condition					
Ability to track and update asset condition, usage, and consequence of failure (criticality) information					
Ability to attach images, videos, and documents to asset records					

	Meets	Meets with Minor Configuration	Meets with Major Configuration	Does Not Meet	Future Release
Assigns unique identification code to each asset, incorporating existing asset IDs already in use by the Town					
Associates, tracks and reports all costs (internal or vendor provided) for all work orders or projects (labor cost will need to be imported)					
Ability to track financial indicators including original cost, replacement cost, depreciation, remaining asset value, and life-cycle costs					
Robust parts, supplies and materials inventory system/module that supports bar coding and generates reorder reports based on specified inventory levels/volumes of inventory					
Supports data input with drop-down menus or lists with selection options					
Highly configurable, extendable, and scalable, and intuitive to use, with a common vernacular (language in everyday use), and provides a consistent graphical user interface					
Operate in a server/browser and cloud-based environments					
Capable of ultimate integration with Esri ArcGIS architecture.					

	Meets	Meets with Minor Configuration	Meets with Major Configuration	Does Not Meet	Future Release
Capable of integrating with ArcGIS server.					
Able to integrate with other engineering, maintenance and inspections software, Munis, Info Water, and Info Sewer, Dossier, and Paver.					
Ability for secure, remote access of system, including existing asset information and capability for field entry of data and information					

SUPPLEMENTAL INFORMATION

Please provide a detailed response or requested documentation to explain how the proposed system addresses the specific functionality.

Software Characteristics and Compatibility

1. What is the maximum number of asset points currently being used by your existing customers with the same version of software being proposed for this project?
2. Please indicate server and database hardware/software licensing requirements.
3. Please indicate number of installs on SQL Server, and any additional SQL licensing needed.
4. Please cite examples where software has been successfully integrated with Esri ARC-GIS, Munis Financial, Dossier, and Innovyze systems.
5. What is the current frequency of software updates?
6. Please describe available resources (and locations) for software support and technical support options. Is it third party or vendor supported?
7. What is the maximum response time for technical assistance requests?
8. What mobile operating systems does your software support for field data collection? Is the software agnostic to all mobile data platforms?

User Interface

1. Please provide examples of at least five different screen views.

Asset Management Functionality

1. Please provide screen shots to illustrate the standard fields for tracking asset attributes and risk information.

Work Order Management

1. Does the software have a limit to the number of work orders that can be created and stored?
2. Are work orders customizable?
3. How are priority codes assigned to work orders? Can risk factors be integrated into that priority?
4. Please describe how the software facilitates preventive maintenance planning. Can it generate a full 52-week PM plan?
5. Please provide examples of a standard work order (both open and closed/completed).
6. Can the software roll up multiple work orders into a single project?

Capital Improvements

1. Please describe how the software addresses depreciation. Can different assets be depreciated at different rates?
2. Does the software generate a report tracking the depreciated value of each asset?
3. Can failure risks be individually determined for each asset?
4. Does the software generate a report of priority assets based on failure risk (probability and consequence of failure)?

5. Can the software calculate renewal/replacement costs based on pre-determined and/or user-defined inflation rates?
6. Does the software include a capital improvement program prioritization module?

Reporting

1. Please provide a list of standard reports (non-custom) generated by the software.
2. Please describe the process for creating a new (ad-hoc) report that will be used repeatedly. Is this functionality included in the basic software package or is it an add-on or third-party software?

Licensing

1. Please provide the annual licensing fee schedule for a client server-hosted system, vendor and/or third party hosted solution.
2. Are licenses structured by number of individual login accounts or by number of concurrent users?