



**TOWN OF BERRYVILLE, VIRGINIA
REQUEST FOR PROPOSAL
VIDEO SECURITY SERVICES & EQUIPMENT
RFP # 2022-01**

RFP ISSUE DATE: December 15, 2021

OPTIONAL SITE VISIT: December 29, 2021 12:00 p.m. ET *

QUESTIONS DUE: January 4, 2022, 12:00 p.m. ET

ANSWERS POSTED BY: January 12, 2022, 12:00 p.m. ET

SUBMISSION DUE DATE: January 31, 2022, 2:00 p.m. ET

SUBMISSION DELIVERY ADDRESS: Cynthia Poulin
Director of Finance/Treasurer Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

* Interested bidders may attend brief tours of the project sites. Potential offerors must provide their own transportation. The tour will begin at the Town's Public Works Facility located at 201 Tom Whitacre Circle, Berryville, VA 22611 at 12:00 p.m. After a brief tour of the Public Works Facility, participants will be directed to the Town's Waste Water Treatment Plant and the Town's Water Treatment Plant and intake.

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I. INTRODUCTION AND BACKGROUND INFORMATION

- A. **General Information** -- The Town of Berryville ("Town") is requesting proposals from qualified sources to recommend, design, and install video surveillance equipment at the Town Public Works Yard, Waste Water Treatment Plant, and Water Treatment Plant and intake.
- B. **Agreement Term** – It is the intent of the Town to enter into an agreement for equipment and installation services outlined below. It is also anticipated that the Town will enter into associated maintenance agreements for purchased equipment.
- C. **Background** - The Town serves an area of 2.275 square miles with an estimated population of 4,342 as of 2018. The Town owns and operates a water treatment facility and distribution system and a wastewater collection system and treatment facility.

II. SCOPE OF WORK

A. Statement of Needs

The Town of Berryville maintains a water treatment/distribution system and a sewer collection/treatment system. The Town seeks to secure the services of a contractor with direct experience and expertise in the security industry to provide video surveillance equipment and installation services for three of its properties. The contractor shall furnish all labor, materials, equipment, initial operational training, and supervision necessary to provide fully operational surveillance systems to the Town. The contractor shall develop clear, concise, and professional-quality written proposal quotes for each project for review and acceptance by the Town.

The proposed solution should be scaled in a manner that provides for future expansion of surveilled areas on the subject properties and provides for authorized remote viewing capability.

B. General

- a. Describe approach to providing video surveillance installation services and equipment to the Town. Include process, methodology, and work plan. Include details of what, when, and how work will be performed.

NOTE: Town is desirous of implementing a solution that does not utilize proprietary hardware or software. Description must include the identification of any and all proprietary hardware and software proposed for purchase.

- b. Describe experience in providing services outlined in this scope of work. Emphasize experience with other projects for municipal governments or similar entities.
- c. Provide examples of recent projects of comparable service that have been completed by your firm. List the dollar amount, time-frame, equipment installed, and contact information.
- d. Describe ability to design, deploy, and configure new video recording systems.
- e. Describe in detail warranty given on all service and equipment. Contractor shall be the primary contact for warranty responsibility for all equipment, material, and work.

- f. Describe expected life-cycle costs and expected useful life of components.
- g. Provide a copy of a valid Department of Criminal Justice Services (DCJS) License for firm and all employees assigned to the Town project. Contractor shall have a valid DCJS license to perform work for the Town. Each employee who performs work at Town sites shall have a valid DCJS registration. The contractor and/or employees on site must present their licenses/registrations upon request by Town staff.
- h. Identify and provide copies of any additional certifications and licenses that the contractor and/or employees currently hold.
- i. Provide the names, qualifications, and experience of personnel to be assigned to the Town for video surveillance equipment and installation services. Designate the primary point of contact for this account.
- j. Describe invoicing procedure. Provide a sample invoice.
- k. Identify other goods and services offered to the Town, and associated costs.

C. Equipment

- a. Describe experience with multiple camera types and associated installation procedures.
- b. Describe experience with the installation of video surveillance systems.
- c. Describe experience in installation of network video recorders.
- d. Provide a detailed list of available manufacturers whose products your firm carries and with whose equipment the firm has experience. All equipment shall be new and conform to any and all established manufacturer/industry standards.

NOTE: Town is desirous of implementing a solution that does not utilize proprietary hardware or software. Description must include the identification of any and all proprietary hardware and software proposed for purchase.

- e. Provide a complete catalog and/or link to electronic catalog for each available manufacturer and list discount off published price list.

D. Service

- a. Describe training, expertise, and supervision of personnel assigned to the Town.
- b. Describe consultation and guidance to be provided to the Town on a per-project basis. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needs.
- c. Describe training plan for end users after installation is complete.
- d. Describe typical turnaround time for projects.
- e. Describe process and lead-time for replacement of any malfunctioning/non-

conforming equipment.

- f. Provide information regarding 24-hour tech support with availability of service calls.
- g. Describe response times to service calls and associated costs.
- h. Describe ability to provide annual maintenance and associated costs. Provide a sample copy of a maintenance agreement.
- i. Describe services that may be required in the normal course of operating systems that are not covered under the maintenance contract and associated costs.
- j. Describe all other services provided and associated costs.
- k. Provide hourly rates for on-site technicians. Specify rates by expertise level.

E. Installation/Equipment Requirements

- a. All NVR/Server installations shall include:
 - i. An appropriately sized Uninterruptible Power Supply (UPS). The UPS shall be sized to accommodate the server power consumption plus 15%.
 - ii. A copy of the operating system and other pre-installed software as well as any license keys.
 - iii. Video monitor with screen size of not less than 24".
 - iv. All server installations shall include a USB mouse and keyboard.
 - v. All servers shall have a recording capacity to allow thirty (30) days of video storage.

NOTE: Town will consider systems utilizing cloud-based storage.

F. Contact Person / Locations of Sites

After Agreement award, the contractor's principal contact with the Town will be W. Neal White, Chief of Police, who will coordinate the assistance to be provided by the Town to the contractor(s); email: chiefofpolice@berryvilleva.gov.

- a. Work sites will include the following:
 - i. Public Works Facility
 - ii. Waste Water Treatment Plant
 - iii. Water Treatment Plant and intake

G. Town's Time Requirements

The Town and the successful offeror will establish a detailed schedule for completion of project. All work, including training, shall be completed before December 2, 2022.

H. Assistance to Be Provided to the Contractor(s)

- a. Public Works Department -- The Public Works Department maintains the Public Works site. The department Director will act as a liaison to with contractor(s) and provide them access to all necessary areas on site to perform services required.
- b. Public Utilities Department – The Public Utilities department maintains the Water Treatment and Waste Water Treatment sites. The department Director will act as a liaison with contractor(s) and provide them access to all necessary areas on site to perform services required.

III. PROPOSAL SUBMISSION REQUIREMENTS

- A. **General Requirements** -- The purpose of the offeror's proposal is to demonstrate the qualifications, competence, and capacity to undertake the design and installation of video surveillance equipment and services in conformity with the requirements of this request for proposals ["RFP"]. As such, the substance of proposals will carry more weight than their form or manner of presentation. The offeror's proposal should demonstrate the qualifications of the offeror and of the particular staff to be assigned to this engagement. It should also specify an offeror's approach that will meet the request for proposals requirements.

The offeror's proposal should address all the points outlined in this RFP. The proposal should be prepared simply, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP. The submitted proposal shall, by reference, form an integral part of the resulting Agreement. Therefore, offerors should exercise extreme care in describing what services are included in or excluded in the proposal.

The Town will follow the evaluation process and selection criteria described later in this RFP. In order to enhance this process and provide each offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters or sections. The maximum pages allowed for each element are listed. Any section that exceeds this maximum will not be considered.

	Maximum # of Pgs.
Table of Contents	1
RFP Submission Form	1
Offeror's cover sheet listing:	2
• Contact person and telephone number	
Letter of transmittal and/or executive summary	2
Profile and experience of the Offeror	4
Qualifications and experience of the assigned Staff (Maximum Pages Per Person)	2
Approach and work plan (Reference IIA – Statement of Needs)	10

Ability to meet the Town's time requirements	1
Commitment to provide continuity of assigned staff	1
References of clients	2

These elements parallel the Town's proposal evaluation criteria. The Town is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each offeror for information that must be include in the proposal.

- B. Meeting; Non-Binding Cost Estimate** -- After the Town has reviewed all proposals, the Town will invite one or more of the highest-rated and fully qualified offerors to the Town to discuss their proposals and to deliver a non-binding cost estimate during the second week of February 2022.

IV. EVALUATION CRITERIA

It is anticipated that an offeror will be selected and an Agreement executed between both parties by March 24, 2022. The Town will evaluate proposals based on the following criteria:

1. Qualifications and experience of the offeror.
2. Qualifications and experience of the assigned staff.
3. Approach and work plan.
4. Ability to complete all services required under this RFP by the required deadlines.
5. Commitment to provide continuity of staff.
6. References from clients similar in size and complexity to the Town.

V. INSTRUCTIONS AND AGREEMENT TERMS AND PROVISIONS

- A. Right to Reject Proposals** - Submission of a proposal indicates acceptance by the offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the contractor selected. The Town reserves the right, without prejudice, to reject any or all proposals.
- B. Cost in Preparing Proposals Responsibility of Offeror** - There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in responding to this request. The cost of preparation and submission of proposals are the sole responsibility of offeror.
- C. Submission of Proposals** - All proposals must be submitted in a sealed envelope, labeled with the proposal title and number, and addressed to:

Cynthia Poulin, Director of Finance/Treasurer
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

In order for a proposal to be considered by the Town, the Town must receive one original and four copies of the proposal no later than 2:00 PM, January 31, 2022 ET. Proposals received after the submission deadline will be returned unopened. Proposals in the form of telegrams,

telephone calls, facsimiles, or electronic mail will not be accepted. It is the sole responsibility of the offeror to ensure the receipt of the proposal by the Town.

The Town reserves the right to reject any or all proposals submitted and to cancel this RFP.

During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from offerors, or to allow corrections of errors or omissions.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the selected offeror.

- D. Inquiries** - Inquiries concerning this RFP must be made in writing to: Cynthia Poulin, Directory of Finance/Treasurer, at treasurer@berryvilleva.gov.

All inquiries must be submitted by 12:00 p.m. ET on January 4, 2022.

The Town will post answers to inquiries on its website by 12:00 p.m. ET on January 12, 2022.

Contact with personnel of the Town other than Cynthia Poulin, Director of Finance/Treasurer regarding this RFP may be grounds for elimination from the selection process. Information received by any means other than from this offering and the formal inquiry process may not be considered.

- E. Disposition of Proposals** - All materials submitted in response to this RFP will become the property of the Town. One copy of each proposal shall be retained for official files and will become a public record after the award and will be open to public inspection. It is understood that the proposal will become 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 F "Disclosure."
- F. Disclosure** - In compliance with the Town's purchasing policy, all proposals will be available for public inspection after the Agreement award. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this legislation prior to 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 reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs/pricing are to be protected is unacceptable.
- G. Cost Incurred in Responding to Offering** - This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof. The cost of preparation and submission of proposals is the sole responsibility of offeror.
- H. 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.

- I. **Laws and Regulations** - The Offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Agreement, shall apply to the Agreement throughout and will be considered to be included in the Agreement the same as though herein written out in full.
- J. **Conflict of Interest Statement** - The conflict of interest statement attached to this RFP must be executed and returned with the offeror's proposal. See Section III of Attachment A.
- K. **Ethics in Public Contracting** – The offeror will familiarize itself with the "Ethics in Public Contracting" section of the Virginia Public Procurement Act found in the Code of Virginia, Article 6, Section 2.2-4367 through 2.2-4377, and will abide by such provisions in submission of its proposal and performance of any Agreement awarded.
- L. **Non-Discrimination** – The offeror agrees that it will adhere to the non-discrimination requirements set forth in the Code of Virginia, Section 2.2-4310, which will be incorporated into any Agreement awarded. The offeror agrees to comply, and to require all suppliers and sub consultants paid in whole or in part from payments made under the Agreement to comply, with Section 122(A)(1) of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended to wit:

No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of Title 1 of the Act).

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity.

- M. **Anti-collusion** - The signer of the proposal must declare that all persons, companies, and parties interested in the Agreement as principals or owners of the offeror are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that the proposal is in all respects fair and made in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Section IV of the RFP Submission Form, under Attachment A.
- N. **Agreement Execution** - The successful offeror will be required to execute the attached Agreement, provided under Attachment B. Questions or concerns with any of the Agreement terms and conditions are to be addressed in the original proposal.

ATTACHMENT A
VIDEO SECURITY SERVICES & EQUIPMENT RFP SUBMISSION FORM
RFP 2022-01

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 _____

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

The Town of Berryville requires that any consultant or firm awarded an Agreement resulting from a formal solicitation issued by the Town make certification as specified below. Receipt of such certification shall be a prerequisite to the award of Agreement and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the Agreement is awarded to our firm, partnership, or corporation, that no employee of the Town of Berryville, 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 Agreement.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et seq., the State and Local Government Conflict of Interests Act.

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

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 PROPOSAL

- A. The offeror warrants that it is willing and able to comply with Commonwealth of Virginia laws with respect to foreign (non-State of Virginia) corporations.
- B. The offeror warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any of the offeror’s officers, employees, or agents.
- C. The offeror warrants that it will not delegate or subcontract its responsibilities under an agreement with the Town without the express prior written permission of the Town.
- D. The offeror warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

**ATTACHMENT B
VIDEO SECURITY SERVICES & EQUIPMENT
AGREEMENT
RFP 2022-01**

This agreement ("Agreement") is made this _____ day of _____, 2022, by and between the TOWN OF BERRYVILLE, VIRGINIA ("Town"), a municipal corporation, and _____
_____, a _____ having a usual place of business at _____ ("Contractor").

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

1. Provision of Services

The Contractor shall provide all services as described in the Town's request for proposal # 2022-01 ("RFP") and as described in the Contractor's proposal dated _____ ("Proposal"). The RFP and Proposal are incorporated into this Agreement as if set out fully herein.

2. Interpretation

Where the terms of this Agreement and the Proposal are at variance, the provisions of this Agreement shall prevail.

3. Term

The term of this Agreement shall commence on _____ and shall be effective through _____. Agreements for maintenance, service, and support may extend beyond the term of this Agreement.

4. Compensation

In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the attached schedule, provided that enumerated services and equipment have been provided.

The total project cost shall not exceed \$ _____.

5. Method of Payment

The Contractor shall submit invoices to the Town with all supporting documentation (including hours worked and services performed) in accordance with the attached schedule.

The Contractor shall mail all invoices to the address specified below.

Town of Berryville
ATTN: Cindy Poulin, Director of Finance/Treasurer
101 Chalmers Court, Suite A
Berryville, VA 22611

All invoices shall be Net 30 and indicate the date for services provided, with a brief description of the services provided. Failure to provide required documentation will result in the invoice being returned to the Contractor. The Town will not be liable for any resulting delays in payment

as a result thereof. The Town reserves the right to make payment via a Corporate Purchasing Card, but will not pay surcharges if payment is made via a Corporate Purchasing Card.

6. Controlling Law and Venue

This Agreement is made, entered into, and shall be performed in the Town of Berryville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in the Clarke County General District Court or the Circuit Court of the County of Clarke, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.

7. Assignment of Agreement

The Contractor is prohibited from assigning this Agreement in whole or in part without the prior written consent of the Town.

8. Modification of Agreement

The Agreement may be amended or modified only by a written modification acceptable to both the Town and Contractor.

9. Insurance

A. At all times during the term of this Agreement and all renewals thereof, the Contractor shall maintain:

- (1) A general liability insurance policy with a minimum primary limit of \$1,000,000 combined single limits, and an excess liability policy with a minimum limit of \$3,000,000. The Contractor's general liability and excess liability policies must be properly endorsed by a separate insurance company-issued endorsement to list the Town as an additional insured. The endorsements must be issued by the same insurance company that provides the Contractor's general liability policy and excess liability policy. A notation listing the Town as an additional insured on the certificate of insurance is not sufficient. General liability and excess liability coverage shall be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Prior to the Contractor commencing work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- (2) Workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The insurer shall be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance.
- (3) Employer's liability insurance with a limit of at least (a) \$100,000 for bodily injury per accident, (b) \$100,000 for bodily injury by disease per employee, and (c) a policy limit of \$500,000 for bodily injury by disease. Prior to the Contractor commencing work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- (4) Commercial automobile liability insurance policy for vehicles that are owned, scheduled, non-owned, or hired by the Contractor with a combined single limit of not less than

\$1,000,000 per occurrence. The coverage must be symbol "1" liability coverage. The insurer must be licensed to conduct business in the Commonwealth of Virginia and must have an A. M. Best rating of A- or better. Prior to the Contractor commencing work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.

- B. INSURANCE COVERAGES REQUIRED BY THIS AGREEMENT SHALL BE IN FORCE THROUGHOUT THE AGREEMENT TERM AND THE TERM OF ANY RENEWALS THEREOF. SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE COVERAGES REQUIRED UNDER THIS AGREEMENT WITHIN FIVE (5) DAYS OF THE TOWN'S WRITTEN REQUEST, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO IMMEDIATELY TERMINATE THE AGREEMENT WITHOUT ANY FURTHER OBLIGATION TO THE AUDITOR, AND THE CONTRACTOR SHALL BE LIABLE TO THE TOWN FOR THE ENTIRE ADDITIONAL COST OF PROCURING THE UNCOMPLETED PORTION OF THE AGREEMENT AT THE TIME OF TERMINATION.**
- C. The Contractor shall require the same insurance coverage from its sub-consultants as the Town requires of the Contractor under this Agreement. Compliance by the Contractor and any of its sub-consultants with the insurance requirements under this Agreement shall not relieve the Contractor or any sub-consultants from their liabilities and obligations under this Agreement.
- D. Nothing contained herein shall be construed to create a contractual relationship between the Town and any sub-consultant of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's sub-consultants, and the employees of any sub-consultant.
- E. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Town Manager, or his designee, may be considered if proposed by Contractor at the time of proposal submission.
- F. Prior to commencing work under this Agreement or any renewal thereof, the Contractor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverage and other insurance requirements of this Agreement, and shall have it filed with Director of Finance/Treasurer, or her designee.
- G. For each sub-consultant, the Contractor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverages and other insurance requirements of this Agreement, and shall have it filed with the Director of Finance/Treasurer, or her designee, before the sub-consultant commences work.
- H. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

10. Indemnification and Hold Harmless

The Contractor shall, for itself, its agents, servants, employees, and sub-consultants, perform all work under or associated with this Agreement in accordance with any and all applicable professional standards. As to all matters of professional responsibility, the Contractor shall

indemnify and hold harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorneys' fees, litigation expenses, and other expenses suffered by the Town and any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the Contractor, or those for whom Contractor is legally liable.

If the Contractor contracts with any sub-contractors for the work under this Agreement, the Contractor shall enter into an Agreement with each such sub-contractor that indemnifies, defends, and holds harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorneys' fees, litigation expenses, and other expenses suffered by the Town and any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the sub-contractor, or those for whom the sub consultant is legally liable.

The attorney(s) selected to defend the Town shall be subject to approval by the Town. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.

11. Employment Discrimination Prohibited (Code of Virginia, Section 2.2-4311)

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.
- B. All solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal-opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with a federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.
- D. The Contractor shall include the provisions of the foregoing paragraphs A, B and C in every contract between the Contractor and a sub-contractor, and in every purchase order by the Contractor of over \$10,000, so that the provisions will be binding upon each sub-contractor and vendor of the Contractor.

12. Drug-free Workplace to be Maintained (Code of Virginia, Section 2.2-4312)

- A. During the performance of this Agreement, 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 contract between the Contractor and a sub-contractor, and in every purchase order by the Contractor of over \$10,000, so that the provisions will be

binding upon each sub-contractor and vendor of the Contractor.

- B. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with this Agreement, which was awarded to the Contractor in accordance with the Virginia Public Procurement Act. The Contractor’s employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

13. No Discrimination against Faith-based Organizations

The Contractor agrees to not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

14. The Contractor Does Not and Shall Not Knowingly Employ an Unauthorized Alien

During the term of this Agreement and any renewals thereof, the Contractor agrees that it does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

15. Contractor Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth

- A. Pursuant to Section 2.2-4311.2 of the Code of Virginia, the Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.
- B. The Contractor shall not allow its existence, its certificate of authority, or its registration to transact business in the Commonwealth to lapse, be revoked, or be cancelled at any time during the term of this Agreement or any renewals thereof.
- C. The Town may terminate this Agreement with the Contractor if the Contractor fails to remain in compliance with the provisions of Section Fifteen of this Agreement, or Section 2.2-4311.2 of the Code of Virginia.

16. Compliance with Building Codes and Town Requirements

Contractor(s) shall be responsible for adhering to all relevant building codes and Town guidelines. Contractor(s) shall be responsible for any measurements, calculations, and other details of each project.

17. Separate Solicitation/Purchase Order Required

The Town reserves the right to obtain other cost estimates prior to authorizing work and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the Town. Upon approval of the quote received by the Town, a purchase order will be issued as authority to proceed with work. No work is to be undertaken by the contractor(s) until a purchase order has been received. Contractor(s) shall not perform work or include any additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the Town.

18. Notice Address.

All notices provided under this Agreement shall be sent to the following persons at their respective physical or electronic address. All notices sent to a physical address shall be sent by certified mail, return receipt requested.

1. For TOWN: Cindy Poulin, Director of Finance/Treasurer
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

2. For CONTRACTOR: _____

Each party may amend the contact person and address by providing prior written notice to the other party.

19. Termination by Town without Cause

The Town may terminate this Agreement for any reason by providing notice to the Contractor no fewer than ten days in advance of the termination date and by paying any and all sums already earned by the Contractor under this Agreement, including reasonable documented expenses incurred in reliance upon this Agreement.

20. Integration Clause

This Agreement shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the subject of this Agreement

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement and by execution, hereby acknowledge their respective authority to bind the Town and Contractor.

TOWN OF BERRYVILLE, VIRGINIA
A Municipal Corporation

By: _____
Keith R. Dalton

Its: Town Manager

COUNTY OF CLARKE
COMMONWEALTH OF VIRGINIA

The foregoing Agreement was acknowledged before me by Keith R. Dalton, Town Manager of the Town of Berryville, Virginia, on this the _____ day of _____, 2022.

Notary Public Signature
My Commission Expires: _____ Notary Registration #:

STAMP:

_____ (CONTRACTOR)

By: _____

Name: _____

Its: _____

COUNTY OF CLARKE
COMMONWEALTH OF VIRGINIA

The foregoing Agreement was acknowledged before me by _____, its
_____, on this the _____ day of _____, 2022.

Notary Public Signature

My Commission Expires: _____
Notary Registration #: _____

STAMP: