



TOWN OF LEESBURG, VIRGINIA
REQUEST FOR PROPOSALS

ADVANCED TRAFFIC MANAGEMENT SYSTEM

RFP NO. 16201-FY17-06
SEPTEMBER 22, 2016

The Town of Leesburg requests proposals for providing hardware and software and installation of selected components for an Advanced Transportation Management System.

Proposals shall be submitted no later than 4:00 p.m., Thursday, October 20, 2016, to Mr. Thomas Brandon, Manager, Office of Capital Projects, Town of Leesburg, 25 West Market Street, Leesburg, VA 20176. All proposals must indicate RFP title, number and proposal date on the external shipping material.

All questions regarding this request for proposal must be received in writing by email at CapitalBidQuestions@leesburgva.gov until but no later than 5:00 P.M. on Thursday, October 13, 2016.

Interested offerors should download a copy of the RFP from the bid board on the Town's website: <http://www.leesburgva.gov/bidboard>, or contact Cindy Steyer at 703-737-2302 for additional information. **All addenda issued for this project will only be posted on the Town's bid board and eVA (<https://eva.virginia.gov>).**

Thomas Brandon, Manager
Office of Capital Projects

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RFP NO. 16201-FY17-06

1. Introduction

The Town of Leesburg has identified the need to upgrade and enhance its existing advanced traffic signal control system. The Town is requesting proposals for non-professional services from qualified offerors for equipment and services to serve as the Town Signal System Software and Local Controllers/Cabinet Hardware standard for use by the Town in future installations and traffic signal upgrades.

A firm who submits a bid in response to this Request for Proposals (RFP) is referred to as an “Offeror” and an Offeror awarded a contract to provide the services is referred to as a “Contractor”. The Town of Leesburg is referred to as “Town”, and “Representative” refers to the Town Contract Administrator who will be administering the contract. This RFP states the instructions for submitting proposals, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between Town and the Contractor.

2. Background

Current Traffic Management Resources:

The Traffic Division of the Town of Leesburg Department of Public Works and Capital Projects is responsible for the operation of the Town’s advanced traffic management system.

Existing System Overview:

The Town of Leesburg currently operates 59 signalized intersections with 98% utilizing rack mount detection with counts. Of the Town’s existing signalized intersections, 42 currently use serial fiber connections provided by a mixture of leased fiber and Town-owned fiber at these locations. On-Street Masters provide communications to system locals via serial modems with fiber directly back to Town Hall. Of the remaining intersections, communications is over leased phone lines to masters (2) and standalone locals (8) allowing central computer connectivity. The Town plans to continue upgrading field cabinet communications to fiber as funding and construction projects allow.

The Town’s intersections are operating with the following traffic signal equipment:

- PEEK 3000E
- PEEK LMD 9200
- PEEK Double Diamond CMU/MMU

The intersections are operating with a mixture of PEEK LMD 9200 and 3000E controllers with 63 pin CPC “D” connector for auxiliary functions, pre-empt operations, detection, and communication. Data management and connectivity is facilitated through the PEEK CLMATS closed loop traffic management system. All database functions, timings and reports are supported. The majority of the intersection locations, with or without remote communications capability, have UPS units for backup power.

The Town’s existing infrastructure also includes remote connectivity at several locations for monitoring video cameras back to a server, and video detection systems.

3. Offeror Eligibility Requirements

- Offerors must assume responsibility as prime contractor for this contract. Consortia, joint ventures, or teams submitting proposals, although encouraged, must establish that all contractual responsibility rests solely with one legal entity, which cannot be a subsidiary or affiliate with limited resources.

Subcontracting is only permitted with the Town's advance written permission. Identify all proposed subcontractors in your proposal.

- Offerors must be authorized to do business in Virginia, and registered with the Virginia State Corporation Commission. Provide a copy of the SCC registration in Section F – Additional Information in the proposal.

4. Scope of Work

The Leesburg Signal System upgrade deployment outlined in this RFP is planned to include:

- ATC traffic signal controllers;
- Central traffic control hardware and software;
- ATCi cabinets; and
- New CMU/MMU with IP address capabilities and fiber communications upgrades.

The solution proposed shall have the following technical features:

- Centrally distributed system (not closed loop system)
- ATC Controller that is compatible with existing Town of Leesburg cabinets as well as NEMA TS-1 ,TS-2 and ATC cabinet standards
- Support multiple central operation facilities
- Support IP/Ethernet protocols over leased and Town owned fiber and dial-up serial.
- Meets High-Level Functional Requirements in Exhibit 2

Offerors shall be capable of furnishing signal controllers, communication equipment and accessories, furnishing and installing central system server(s) and software, and providing integration services for the proposed central and field components. The Town intends to purchase these elements from the selected offeror(s). The Town will install cabinets, controllers, routers and switches. The contractor will be responsible for installation of all central operations facility hardware and software, and integration of the system.

The Town reserves the option to purchase hardware and 3rd party software directly. Offerors shall identify ALL software and hardware necessary to operate their product efficiently. Offerors shall provide a warranty for the proposed hardware and software to operate their system for a minimum of 5 years. Other costs/fees shall NOT be allowed aside from those explicitly identified in Offerors' proposals.

The Offeror shall be capable of providing integration services anticipated to extend through the field construction phase (2016-2017). The Offeror shall demonstrate staffing experience to accomplish two levels of integration: local controller and communication system loop (where applicable). Each level of integration is expected to include the following base requirements:

- Local Controller Integration: Offerors shall be able to extract existing controller settings and operations parameters in order to configure a new Offeror-provided local controller, to add the controller to the central system database, configure the intersection mapping on the GUI, and load the designated IP addressing for each upgraded/proposed intersection. Offerors will support either the Town or its designated field contract representatives with troubleshooting parameter changes or other settings that impact successful deployment of the controller in the field by others.

- **Communication System Upgrade:** The communication network architecture will be comprised of several local controllers and Layer 2 Ethernet Switches that are connected via fiber to chain them together as a system with a single fiber link. Offerors shall provide support to Town staff during the integration phase, to integrate and enable system communications with signal controllers as a communication channel is brought on line. Offerors will support either the Town or its designated field contract representatives with troubleshooting communication mismatch or other network settings that impact successful integration of the system upgrade into central system monitoring. Connectivity testing is to be carried out in conjunction with the Town and/or its designated field contract representatives to verify system communication and operation parameters along a coordinated system.

5. Proposal Instructions

- A. One (1) original, four (4) copies and one (1) electronic copy on CD or flash drive in Adobe Acrobat (.pdf) format of the proposal must be received at the address specified below, no later than the advertised proposal due date.

Proposal submissions shall be addressed to:

By Mail or Hand Delivered

ATTN: Tom Brandon, Manager
 Office of Capital Projects
 Town of Leesburg
 25 West Market Street
 Leesburg, VA 20176

Proposals must be placed in a sealed envelope bearing the name of the offeror, the offeror's address and the title and due date of the proposal. The proposal shall be signed in the name of the offeror and bear the signature of the person duly authorized to bind the firm in a contract. The name, address, and phone number of the point of contact shall be identified.

- A. **LATE PROPOSALS** - It is the responsibility of the offeror to insure that the proposal arrives on time and at the proper location. Late proposals will not be considered.
- B. Do not submit copious amounts of general promotional material. Please focus on addressing the work included in Section 4 - Scope of Work, in the format described under Section 6 - Proposal Format. Proposals should be limited to 40 pages, not including pages from Section G, which are excluded from the page limits.
- C. Submit proposals on standard 8.5 x 11-inch paper. Each page must be clearly and consecutively numbered on each page.
- D. The original proposal must be signed by an official authorized to legally bind the Offeror to its terms. The signature must appear above the typed or printed name and title of the individual signing, include a statement that the signer is authorized to bind the offeror to its terms.
- E. All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If offerors want portions of their proposal to be confidential, the offeror must comply with § 2.2-4342(F), which requires that the offeror:
- (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data,
 - (ii) identify the specific data to be protected, and
 - (iii) state the reasons why protection is necessary. Offerors cannot mark pricing information as confidential. If the Town cannot tell which specific parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if the offeror does not completely comply with § 2.2-4342(F), the entire proposal is public information and the Town will release it

in response to a valid records request, in accordance with the timelines specified in § 2.2-4342(D).

- F. Terms and Conditions (Exhibit 1) attached to this request will be included in the contract. Offerors taking any exception to the Scope of Work and Terms and Conditions of the RFP must detail those exceptions in the tabbed Section F of their proposal. The contract will generally be in the form provided in Exhibit 7
- G. The Town may request clarification of submitted information and request additional information.
- H. Any proposal may be withdrawn up until the time set for the opening of the proposal.
- I. INQUIRIES - All inquiries concerning this RFP must be directed, in writing only, to Thomas Brandon, Manager, Office of Capital Projects, 25 West Market Street, Leesburg, VA 20176, by e-mail at CapitalBidQuestions@leesburgva.gov. Questions will be entertained until close of business five (5) business days prior to the proposal due date. A copy of all written questions received, and subsequent responses provided, will be posted on the Town's Bid Board and eVA only.
- J. Official addenda become part of the RFP, and offerors are responsible for ensuring that their proposals respond to information in the addenda.
- K. Proposals are binding offers for 90 days after the deadline for proposal submission. If the Town accepts a proposal, the offeror is bound to the terms of the contract.
- L. The Town is not responsible for any costs incurred in preparing a proposal.
- M. If the Town determines that an offeror has made a material misstatement or misrepresentation, the Town may eliminate the offeror from the RFP process.

6. **Proposal Format**

Proposals are to be submitted in a format which allows uniform review and easy access to information by the evaluation committee. All proposal pages shall be printed in vertical format to the extent possible. No other information (supplemental qualifications, etc.) in addition to what has been requested should be provided in the proposal. An electronic version of the proposal in Adobe Acrobat (.pdf) format on a CD or flash drive must be included with the proposal submission.

The items to be addressed in the proposal are listed below. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

Proposals shall be organized and tabbed as follows:

Introductory Letter of Interest

Section A. Qualifications and Experience

- Firm's qualifications, including:
 - Short history of firm, including number of years in business under current name and previous business names.
 - Size of firm, depth of resources, and statement that the offeror has the capacity to meet the scope of work.
 - General qualifications for providing signal system software and hardware upgrade.
- Subconsultants

Describe all proposed subcontracting activities. For each proposed subcontractor, provide:

 - Role on project / approximate percentage of project
 - Qualifications and experience on similar projects
 - Experience on projects with prime contractor

- Description of at least five projects in the United States similar in scope and size to this project, either on-going or completed within the past three years. Similar projects should include a minimum of 70 ATC controllers, IP/Ethernet protocols for communications to at least 75% of field controllers network consisting of fiber optic cable and dial up modems, and operated from a traffic operations center (TOC) or similar facility, and shall be a central distributed processing system (not a closed loop system). The project descriptions should include the following information:
 - Project Name
 - Client reference (name, title, address and telephone)
 - Completion date vs. the scheduled completion date
 - Duration of contract
 - Contract value
 - Project description
 - Firm's role on the project
 - Key firm personnel

If any of those contracts were terminated before the original termination date, state the date of termination and reason for termination. If none were terminated, state this.

Section B. Staff Qualifications

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

For each person shown on the chart, clearly indicate their role and office location. If the person is from a sub-consultant, that should be noted. Appropriate Cisco Certified Network Associate (CCNA) certifications are encouraged.

- Provide staff resumes (maximum 1 page each) describing the qualifications and specific experience for each project team member listed on the organizational chart.
 - Name and title
 - Proposed role and responsibilities on this project
 - Office location
 - Educational background
 - Years of experience
 - Applicable professional registrations, memberships, and license numbers
 - Previous project experience, including role

Section C. Project Approach and Compliance with Requirements

Offerors must demonstrate an understanding of the requirements of this project and provide a proposal for meeting those requirements. This section of the proposal must include:

- Concise narrative indicating the offeror's understanding of the scope of work
- Narrative description of the proposed approach for meeting the requirements of the contract, including descriptions of software proposed
- Completed Exhibit 2 – Functional Requirements Matrix
- Project schedule indicating key milestones (including delivery of equipment and installation / integration of server)
- Explanation of any assumptions and constraints
- Identification of any additional services proposed

- A Communication System Diagram showing how the proposed components (server, router and switch) work with each other and with the Town's network

Section D. Accessibility / Location

- Offerors must have a United States Office. Offeror's project manager must be based in the United States, and the offeror must demonstrate the availability of permanently United States-based maintenance and technical support staff able to answer technical support phone calls during normal business hours for the Town of Leesburg (8 a.m. – 5 p.m., Eastern Standard/Daylight Time) and be able to provide on-site support within 24 hours. If subcontractors will be used, they also must meet the location requirements and the technical support requirements for the components they will be providing.
- This section of the proposal must include:
 - Location, size and capabilities of the specific office(s) that will be providing on-site support for the Town (including subconsultant offices).
 - Location, size and capabilities of the specific office(s) that will be providing telephone technical support for the Town, if different from the on-site support office (including subconsultant offices).
 - Plan for meeting System Support and Maintenance requirements of the project as described above and included in Exhibit 1 – Terms and Conditions.

Section E. Price Proposal

An estimate of items and quantities included in this contract is provided in Exhibit 4 – Cost Estimate. The Town reserves the right to include all, partial or none of the items included in the list. This section of the proposal must include:

- Completed Exhibit 4 – Price Proposal
- Explanation of any proposed changes to the item or quantity list

Section F. Additional Information

- RFP Submission Form (Exhibit 3)
- SCC registration for firm (prime consultant and subconsultants)
- Exceptions to the Town's requirements or clarifications to the requirements.
- State the case name and number, court, and give a general summary of any litigation pending or judgment rendered within the past 5 years against offeror or any of its previous legal entities. Provide a statement if none.
- State whether the offeror or any of its officers or managers (i) is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal, state, or local agency, (ii) has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 5 years, (iii) has a proposed debarment pending, or (iv) has been indicted, convicted, or has a civil judgment rendered against it involving fraud or misconduct with the past 5 years. Provide a statement if none.
- List any pending litigation in which offeror or any of its officers or managers is a named party. Provide a statement if none.

Section G. Catalogue Cuts

This section of the proposal must include catalogue cuts of the following items:

- Central Hardware/Server(s)

- Central System Software
- ATC controller
- ATC software
- Communication switch/router
- MMU
- ATCi cabinet with UPS

6. Proposal Evaluation and Selection

An Evaluation Committee consisting of the Town staff appointed by the Manager of Capital Projects will review the proposals. The Chief Procurement Officer will participate as a non-voting member of this committee. The evaluation and selection of the contractor will be based on the criteria set forth below.

The Town intends to award this contract on the basis of competitive negotiation as outlined in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for non-professional services.

Phase I - Proposal Evaluation: The Town will use the following criteria to evaluate proposals for selecting those which will advance to Phase II of the evaluation process. 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 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 price and technical capabilities.

Category	Description	Awardable Points
A	Qualifications and Experience: Offeror’s qualifications to provide the equipment and services, and experience on similar projects.	20
B	Staff Qualifications: Qualifications of the personnel proposed to be assigned to provide the services.	20
C	Project Approach and Compliance with Requirements: Extent of the offeror’s compliance and willingness to comply with all of the terms and other requirements of the RFP and resulting contract.	30
D	Accessibility/Location: The degree of accessibility that the offeror will be able to provide to the Town.	20
E	Price Proposal	10
Total		100

Phase II - Interview Presentation and Bench Test Evaluation: Offerors will be interviewed and will be required to give a presentation to the evaluation committee. The Phase II presentation/demonstration should not last more than two (2) hours, during which time offerors must cover all information necessary for Town staff to test and operate the proposed system software in a simulated environment. This demonstration is intended to provide offerors an opportunity to instruct Town staff on operations and features of the proposed central system and field hardware. Offerors must provide a working demonstration system for the Town to bench test evaluate on-site for up to one week.

The interview and presentation will be conducted with only proposed team members identified on the offeror's organizational chart. The evaluation committee will use information gained during these discussions, information presented in the presentation, and subsequent bench test evaluations to rank proposals.

Offerors must also provide a detailed technical approach during Phase II.

Offerors must explain in detail the components of the central system software and hardware, local controller hardware, and integration services.

Phase III – Negotiations: The Town and the offeror(s) so selected from Phase II will negotiate and finalize a detailed scope of services and contract price. Price shall be considered, but will not be the sole determining factor. After negotiations are complete, the Town will select the offeror which, in the Town's opinion, has made the best proposal, and will award a contract to that offeror.

The Town may award a contract, multiple contracts, or no contract. The Town may accept or reject any or all proposals, waive irregularities and technicalities, and request resubmission or additional information. The award of the contract will be at the sole discretion of the Town to the offeror(s) whose proposal(s) is determined to be the most advantageous to the Town and in the Town's best interest.

Exhibit 1

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE OR REJECTION OF PROPOSALS - The Town reserves the right to accept or reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.
- B. CONTRACT EXECUTION - In the event that the offeror to whom the proposal is awarded does not execute a contract within 30 days after the award of proposal, the Town may give notice to such offeror of intent to award the proposal to the next most qualified offeror, or to call for new proposals, and may proceed accordingly.
- The contents of the proposal submitted by the successful firm and this RFP shall become part of any contract awarded as a result of these specifications. The successful firm shall be expected to sign a contract with the Town.
- C. UNDERSTANDING OF RFP - Offerors shall thoroughly examine and be familiar with the RFP. 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.
- D. 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.
- E. ASSIGNMENT OF CONTRACT - The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval in writing by the Manager of Capital Projects.
- F. EXCEPTIONS TO RFP – Offerors taking exception to any part or section of this RFP shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the RFP as written. Conditional or qualified proposals are subject to rejection in whole or in part.
- G. LAWS AND REGULATIONS – It shall be understood and agreed that any contract awarded on this proposal shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in the Circuit Court of Loudoun County, a court within the Commonwealth of Virginia.
- H. 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. Each offeror, by submitting a proposal and the attached RFP Submission Form, certifies that it is not a party to any collusive action.
- I. TOWN EMPLOYEES – No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
- J. QUALIFICATION OF OFFERORS – Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Committee 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 Committee to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.

- K. **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.
- L. **RELATION TO TOWN** – It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- M. **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.
- N. **OFFEROR RESPONSIBILITY** – Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to verify any representations made by the Office of Capital Projects that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.
- O. **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 Town of Leesburg Procurement Policy.
- P. **ETHICS IN PUBLIC CONTRACTING** – This specification incorporates by reference, but is not limited to, the provisions of law contained in Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Public Procurement Act.
- Q. **INSURANCE REQUIREMENTS** – Contractor shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Contractor shall also carry 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.

Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia.

In addition, contractor shall also carry other insurance coverage deemed by the Town to be appropriate to 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.

- R. BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE (BPOL) – All firms conducting business for the Town of Leesburg are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance (excerpt below). Wholesale and retail merchants without a business location in Leesburg, Virginia are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-6503.

Town Code, Leesburg, VA, Sec. 17-163 License requirement

Every person engaging in the Town in any business, trade, profession, occupation or calling (collectively hereinafter "a business") as defined in this article, unless otherwise exempted by law, shall apply for a license for each such business if:

- (1) Such person maintains a definite place of business in the Town of Leesburg;
- (2) Such person does not maintain a definite office anywhere but does maintain an abode in the Town, which abode for the purposes of this article shall be deemed a definite place of business; or
- (3) There is no definite place of business but such person operates amusement machines, is engaged as a peddler or itinerant merchant, carnival or circus as specified in § 58.1-3717, 3718 or 3728, respectively of the Code of Virginia, or is a contractor subject to § 58.1-3715 of the Code of Virginia, or is a public service corporation subject to § 58.1-3731 of the Code of Virginia. A separate license shall be required for each definite place of business. A person engaged in two or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: (i) each business or profession is licensable at the location and has satisfied any requirements imposed by state law or other provisions of the articles [Code] of the Town of Leesburg; (ii) all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates the licensee agrees to be taxed on all businesses and professions at the highest rate; and (iii) the taxpayer agrees to supply such information as the assessor may require concerning the nature of the several businesses and their gross receipts.

- S. OTHER LICENSES AND PERMITS – The Contractor shall pay all Town, County, State, and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable work thereto, under whatever name levied.
- T. OWNERSHIP OF DOCUMENTS – The Contractor agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records, reports and other material gathered and/or prepared by or for it under the terms of the Contract shall, at the Town’s option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- U. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED – Every contract in excess of \$10,000 shall include the following provisions:
- a. During the performance of a contract, the Contractor shall agree that he 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 federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to

the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

V. FAITH BASED ORGANIZATIONS – The Town of Leesburg does not discriminate against faith-based organizations.

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

X. DRUG FREE WORKPLACE – Pursuant to section 2.2-4312 of the VPPA. 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.

Y. PAYMENT CLAUSES – Pursuant to Section 2.2-4354 of the VPPA

1. Within seven days after receipt of amounts paid to the Contractor by the Town for work performed by the subcontractor under the resulting contract the Contractor 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.
2. Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
3. The Contractor will pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.

4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor 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.

Z. DISPUTE RESOLUTION – Pursuant to Section 2.2-4363 Contractual Disputes of the VPPA:

1. Notwithstanding any provision of law to the contrary, all claims, disputes, and other matters or questions between the Offeror and the Town arising from or relating to this Contract, shall be resolved under this paragraph:
2. The Offeror shall immediately notify the Project Manager in writing of any claim or dispute pertaining to this Contract. Upon receiving notice of a claim, the Project Manager or designated representative will attempt to resolve the dispute. If the Offeror is not satisfied by the Project Manager's decision, the Offeror shall within ten (10) days after receipt of the Project Manager's proposed resolution, submit a written claim to the Director of the Department of Public Works and Capital Projects. The Director of the Department of Public Works and Capital Projects shall issue a written decision within ten (10) days after receipt of a claim. If the Offeror is not satisfied with the resolution proposed by the Director of the Department of Public Works and Capital Projects, the Offeror shall within (10) days after receipt of the Director of the Department of Public Works and Capital Projects' proposed resolution, submit a written claim the Chief Procurement Officer (CPO). The CPO shall issue a written decision within ten (10) days after receipt of a claim. Any appeal of the decision of the CPO shall follow the provisions of Section 2.2-4365 Administrative Appeals Procedure of the VPPA.

AA. SUBJECT TO APPROPRIATIONS – The Offeror agrees that any resulting contract shall be subject to annual appropriations of the Leesburg Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

BB. SCC REGISTRATION – Offeror must provide their identification number issued by the State Corporation Commission on the Proposal Form. The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Sections 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Consultant shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the contract. If the Consultant fails to remain in compliance with the provisions of this section, the contract shall become void.

CC. 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.

1. 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.
2. Termination for Cause, Default or Negligence - 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.
3. 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.

DD. DISPOSITION OF PROPOSALS - All materials submitted in response to this RFP will become the property of the Town. One (1) electronic 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 AE. “Trade Secrets and Proprietary Information Disclosure”.

EE. 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.

FF. 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 withdrawal 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.

- GG. 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.
- HH. 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.
- II. SAFETY - All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- JJ. 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.
- KK. MODIFICATION OF THE CONTRACT - This contract may be modified by an approved contract modification or change order signed by both parties in accordance with the VPPA.
- LL. 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.

SPECIAL TERMS AND CONDITIONS

- A. BACKGROUND CHECKS - Certain individuals associated with the Contract may require access to confidential data in order to perform services or provide products under this contract. Therefore, the Town may need to perform background checks on Contractor personnel who will have access to confidential data. The Contractor shall provide and shall cause any subcontractors to provide the consent to those background checks, in the form provided by the Town, of each individual who will require access to confidential data to perform services or provide products under this contract. Contractor shall, within thirty days of the date of the contract, furnish the Town with the completed background check forms from each individual who will require access to confidential data. The Town shall reasonably expedite all background checks.
- B. CONFIDENTIALITY AND ACCESS - The goods and services Contractor is providing under this contract necessitate Contractor access to the Town of Leesburg's computer network. Contractor shall execute Exhibit 6 - Nondisclosure and Confidentiality Agreement and Exhibit 7 - Third Party Access Policy before performing any work under the contract.
- C. CONVERSION - Contractor is responsible for conversion to the new system, in accordance with mutually agreed-upon specifications. Contractor shall meet the highest industry-standard practice in its conversion tasks. The Town shall provide data to be converted from the Town's current systems.

Contractor shall prepare for the Town's review and approval, before starting conversion, all conversion tables and other information to be used in the conversion. The Town shall review and

comment in writing to Contractor on any required corrections to the tables and other information within 10 business days.

- D. **REMOTE DISABLING** - Contractor will not use electronic self-help to prevent the Town's use of the hardware or software. Contractor warrants that the hardware and software will not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this contract. Contractor shall not introduce any restraints at a future date without first obtaining approval from the Town in writing. No limitation of liability or limitation of damages applies to this section.
- E. **INTELLECTUAL PROPERTY** - Contractor shall not infringe on any valid copyright, patent, service mark or trademark in the performance of this contract. Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of the contract. Contractor shall defend, hold harmless, and indemnify the Town from all suits or claims for infringement of any patent rights or copyrights arising out of this contract.
- F. **GRANT OF LICENSE** - The Town is purchasing a good and clear, non-exclusive, license to use the software for use only by the Town, its officers, and its employees. Contractor warrants that its software does not infringe any third parties' intellectual property rights, and agrees to indemnify the Town from any infringement claims.

Contractor will retain, subject to the license granted by this Contract, full ownership rights to the software. The Town will take all reasonable precautions, including any reasonable precautions specified by Contractor in writing, to ensure that copies of the software are not released to a third party (except as necessary to maintain the software). The Town acknowledges that the software is proprietary and a trade secret to Contractor or its suppliers.

The Town may use the software on any hardware owned by the Town, and in an emergency, on hardware owned by a third party until the Town returns to normal operations. Upon request, Contractor will assist the Town with transferring the software to hardware, at Contractor's current rate.

Contractor shall supply to the Town at least one copy of all necessary systems and operations documentation, and at least one copy of all user manuals. The Town may make unlimited copies of this material.

Contractor shall correct any program errors in software included in its proposal, at no cost to the Town, for one year from the date of final system acceptance.

- G. **ACCEPTANCE TESTING OF SYSTEM** - Contractor shall provide an adequate test database for acceptance testing purposes. Contractor shall give its written certification to the Town when all hardware and software is installed and ready to use.

Upon Contractor's certification, the Town will test the hardware and software for compliance with the contract terms. Within 30 business days of certification, the Town will give Contractor either a) written notice of system acceptance, or b) a written statement of defects that Contractor must correct before the Town will accept the hardware and software. If the Town does not do so within 30 business days, it accepts the hardware and software by default on the 31st business day after certification.

If the Town gives Contractor a written statement of defects, Contractor shall promptly correct the defects and give the Town written certification within 30 business days. The Town will re-test the hardware and software in accordance with the procedure for initial testing.

- H. **NECESSARY ANCILLARY SOFTWARE** - Contractor shall provide the Town with all software, including language compilers, middleware, database interfaces, and system management tools, required to make the proposed software product a complete functioning system.

- I. LATEST AND BEST TECHNOLOGY - All goods and services shall represent the latest and best technology of Contractor or its subcontractors.
- J. WARRANTY - Contractor shall correct any program error (bug) found in the software system for 5 years from the date of system acceptance without additional charge.
- K. SYSTEM SUPPORT AND MAINTENANCE - Contractor shall provide system maintenance for the term of the contract. The Town may terminate this maintenance at any time. Contractor shall notify the Town of the release and cost of any superseding versions of software. If the software's developer or manufacturer no longer supports a required system component, Contractor shall make every commercially reasonable effort to recommend and support a substitute product. System Maintenance/Support costs may be increased annually in accordance with the Washington DC area Consumer Price Index.

Contractor will escalate the level of support according to this table if the Town finds that support has not been satisfactory (e.g. for every three days a high severity problem has not been resolved, Contractor will escalate support one level up its chain-of-command):

Severity of Problem	Number of days without satisfactory resolution
Mission Critical	1
High	3
Medium	14
Low	30

Mission Critical: An issue that makes any mission-critical aspect of the system unusable. Contractor will contact Town within 1 hour of Town's problem report. The problem should be corrected within 24 hours.

High: An issue that severely impairs the system and reduces user productivity, but an acceptable workaround is available. This could mean a major problem limited to a small number of users, or a problem affecting functionality not used daily. Contractor will contact Town within 4 hours of Town's problem report. The problem should be corrected within 3 days.

Medium: an issue that impairs the system, but has workarounds. Users are able to function near typical productivity. Contractor will contact Town within 72 hours of Town's problem report. The problem should be corrected within 14 days.

Low: an issue that it would be nice to resolve, but that does not have a significant impact on the system or user productivity. Includes minor fixes and process improvements. Contractor will contact Town within 10 days of Town's problem report. The problem should be corrected within 30 days.

- L. NONPERFORMANCE OF SYSTEM - If the successful completion of the Performance Period is not attained within thirty (30) working days from the date of Certification, the Town shall, at its sole discretion, have the following cumulative remedies:
 - 1) Restart the Performance Period anew or extend it, requiring Contractor, at Contractor's sole expense, to modify or adjust the System, or replace or add components, to make the System meet the detailed system specifications per Exhibit 3 and Contractor's warranties;
 - 2) Reduce the price of the System by an amount to be mutually agreed;
 - 3) Terminate this Agreement and return to Contractor all items not paid for in full by the Town and receive back forthwith from Contractor the refundable deposit in full; or

4) Pursue any other available legal remedy.

M. DOCUMENTATION - Contractor shall, as part of the Certification of each item of Application Software provided by the Contractor, furnish the Town with the following documentation, which shall be in a form and substance as is customarily provided by Contractor or provided to the Contractor by the manufacturer or developer, in accordance with industry-standard practices:

- 1) User Manuals (5 copies of each);
- 2) Operations Manuals of each component provided by Contractor (1 copy of each);
- 3) Any other such materials that may be requested or helpful in implementing System;
- 4) The report format for all reports to be provided for the Town; and
- 5) Application Program Source Code (2 copies) and associated documentation as described in the Source Availability and Access section of this Agreement.

Contractor further agrees to furnish to the Town any changes or modifications to the above-listed materials as part of this Agreement at the material and handling cost actually incurred by Contractor, as long as the Contractor continues to support the Application Software.

The Town shall have the right, with no further permission required from Contractor at any time, to make unlimited copies of any or all of Contractor's manuals, publications or documentation for the use of the Town, its consultants or other parties authorized by the Town and then only to assist the Town in its use of Contractor's licensed products.

N. PRECEDENCE OF TERMS - In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

-END OF SECTION-

Exhibit 2
Functional Requirements Matrix

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
1	System Architecture			
1.1	Central system shall have a client-server architecture that accommodates five or more multiple concurrent users. The multiple users shall be from one or more locations (e.g. both traffic operations centers, field network locations, etc.) and access the system using the Ethernet-attached network interface, virtual private network (VPN) over the Internet, or via dialup remote access telephone lines. Web browser based remote access shall also be supported.			
1.2	System shall support a network based on a mixture of Ethernet over wireless radios and broadband leased-line communications with a switch at all proposed field devices.			
2	System Capacity			
2.1	The system shall, at a minimum, accommodate: 100 field controllers, 100 ITS field devices, 40 system detectors, 50 control groups, and 10 concurrent users (including remote users).			
3	Local Intersection Controller and Cabinet Hardware Requirements			
3.1	Controller shall meet ATC standards for traffic controllers compatible with NEMA TS-1 and TS-2 type 1 & 2 and compatible with ATC 352i and ATC 350i cabinets, maximizing 32 channels within the software.			
3.2	Controller shall be IP addressable and shall have one or more built in 10-Base T Ethernet ports, & a serial port.			
3.3	Controller shall have a front panel multi-line alphanumeric backlit display to show all operational parameters and states.			
3.4	Controller shall have an alphanumeric keypad to allow the controller to be programmed without requiring a laptop.			
3.5	Controller shall store all timing and control parameters (at a minimum) in flash memory. Settings shall not be lost during power outages.			
3.6	Controllers shall have the circuitry and memory to collect and store detector volume information per ATC standards. The detector information values shall include volume, density (occupancy), and speed. The detector information shall be stored in no greater than 15 minute increments for at least 72 hours before the memory location/buffer is overwritten.			
3.7	Controller shall include a data key or USB flash drive for upload and download of timing/controller data.			
3.8	Surge protection shall be provided for all hardware.			
3.9	Shall support up to 6 security codes, with administer assigned access, such that when enabled, a user specified security code is required to be entered before data may be changed. Security access shall be automatically rescinded 10 minutes after the last user keystroke or 10 minutes after access if there are no user keystrokes or by a definable timeout. Viewing of data shall not require the entering of the security code.			
3.10	Controller integration shall fully integrate into Town's existing cabinets with no adapters, and no panels for the A, B, C and D connectors.			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
4	Local Intersection Controller Software			
4.1	The software shall be updatable from a computer via serial, USB, or Ethernet port.			
4.2	Shall support 16 Vehicle Phases; 16 Pedestrian Phases; 4 Timing Rings; 16 Overlaps; 64 Detectors; 16 System Detectors, each with up to 10 different traffic responsive thresholds; 120 coordination plans, each with its own cycle split and offset.			
4.3	Shall support Time-Base Control including 200 Events, 99 Day Programs, 10 Week Programs, 36 Exception Day Programs that can override normal day programs.			
4.4	Shall support Preemption/Priority Control including 6 Preemption Routines, 6 Priority Routines.			
4.5	Shall support logs including Local Alarm Log, Communications Fault Log, Detector Fault Log, System Detector Log, Measures of Effectiveness (MOE) Log, Detector Volume Count Log, Cycle MOE Log, Malfunction Management Unit (MMU) Fault Log (for NEMA TS-2 cabinets).			
4.6	Shall support Diagnostics & Status Displays including Monitor Compatibility Diagnostics, Monitor Field Status Diagnostics, Cycling Diagnostics, Detector Diagnostics, Port Message and Communication Status Displays, Hardware I/O Status Display, MMU Status Display.			
5	Central System Hardware			
5.1	The servers shall be Microsoft Windows 2012 Server Standard Edition (or the equivalent of a later version if available) with SQL as the database format			
5.2	The client workstations and laptops shall be Microsoft Windows 7 Professional and fully support installation of Microsoft Office 2013 software (or equivalent if a newer version is available).			
6	Central System Database			
6.1	All system data shall be stored in a database management system (DBMS) back-end. The DBMS shall support common data exchanges with other databases using Open Database Connectivity (ODBC) or similar open exchange formats. All DBMS entries shall be checked for data type and allowable range to ensure data integrity.			
6.2	Users with appropriate access permissions shall be able to upload or download each controller's database to the DBMS. Uploads and downloads shall not interrupt normal operation of the controller, unless a download involves changes that require the controller to reinitialize. The system shall ensure an upload or download is done in full or not at all.			
6.3	The system shall allow the local controller database to be compared with the DBMS and discrepancies logged. The user shall be able to select which database to apply to resolve the discrepancy. A system wide discrepancy report shall be generated on a daily basis and automatically stored on the primary system servers.			
6.4	The system shall allow the user to import and export timing plans to Synchro 9.0 or the most current version at the time the equipment is purchased.			
6.5	All databases shall be sortable by all fields, including the intersection primary and secondary street names.			
6.6	The system shall allow a user to make a copy of a controller database while removing site specific information (e.g., cross streets, identification number).			
6.7	The system shall be able to download and store system detector data for off-line analysis. It shall store all data up to a user-specified time, overwriting older data.			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
6.8	The system shall have at least two sets of copies of individual intersection database: (1) Working copy and (2) Central copy. Access to the Central copy shall be limited to a designated professional authorized to update the Central copy after implementing new changes in the field.			
7	Central System Security and Reliability			
7.1	At initial startup, the system shall begin normal operation with no prior state information. The system shall save all data and end all processes in an orderly manner at user-initiated system shutdown. The system shall save all data and end all processes in an orderly manner upon shutdown of the operating system. Startup and shutdown operations shall be logged and/or initiate a user-defined alarm, where possible.			
7.2	The system shall recognize different levels of user permissions that allow user-configurable read and/or write access to various system functions as well as system menus and submenus. A minimum of three permissions levels to which users can be assigned shall be pre-configured: <ul style="list-style-type: none"> ▪ Administrator (full access), ▪ User (full access with the exception of low-level OS and system administration functions not needed on a daily basis such as setting user permissions, adding or removing system devices, etc.), and ▪ Limited User (read-only access). 			
7.3	The system shall have the ability to send pages, SMS messages, or emails. The system shall be configurable to page or message numbers/addresses at user-defined alarm conditions. The system shall allow the user to configure which number(s)/address (es) are paged or sent messages for different alarm conditions. The system shall be configurable to page or message different numbers/addresses at different times of day and days of the week. The system shall support distribution to at least 10 different numbers/addresses.			
7.4	The system shall be able to broadcast time to servers, workstations, field controllers, and field devices at user defined intervals. Servers shall keep their system time synchronized with the NTP server at all times. Workstations shall synchronize their clocks to the NTP server at login.			
7.5	The system shall not require administrative rights to operate the software. The application should run with user privileges.			
8	Central System Graphical User Interface			
8.1	The graphical user interface (GUI) shall be the primary means to access system features and displays. It shall conform to Microsoft Windows standards and be consistent, intuitive and easy to navigate. It shall make use of menus, dialog boxes and icons, to minimize reliance on a manual for most tasks. It shall support copy and paste between application windows.			
8.2	The system shall support the display of a system map and satellite image data of the Town of Leesburg with icons denoting system devices and various status levels for different devices. The map will be dynamic in nature such that the background can be updated without reconfiguring the system device icons.			
8.3	The system map shall support a variety of vector and raster graphics formats as the background. Supported vector formats shall include ESRI shape files, and CAD drawings (.dwg, .dxf, .dgn) OR Spatial database engine (SDE) layers. Supported raster formats shall include Bitmap and JPEG OR Tagged Image File Format (TIFF) OR Portable Network Graphics (PNG).			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
8.4	The system map shall support panning, tilting and zooming.			
8.5	The system map shall support multiple layers so that different types of background information can be turned on and off as desired. Panning, tilting and zooming shall not cause layers to misalign. For ESRI shape file layers, the user shall have the ability to change colors, fonts, and line weights. The user shall be able to re-order layers without removing and re-adding.			
8.6	The user shall be able to set a minimum zoom level for each layer and system device on the map. This shall be the zoom level beyond which the layer or device is not viewable. This controls the level of detail/information shown when viewing a wide geographic area.			
8.7	The system shall allow the user to define saved map views that can be selected later. For instance, users should be able to select a saved map view to quickly zoom to a particular control group or geographic area of the Town.			
8.8	The GUI devices (e.g. traffic signals, ITS elements, etc.) shall be selectable from the map so the user can view status and properties, or edit parameters or settings. The GUI icons on the system map shall update at a refresh rate of at least once per minute to show high-level status such as the mode of operation at an intersection.			
8.9	The user shall be able to assign system detectors to directional links to show congestion levels based on the measurements of those system detectors and user-defined thresholds. Link congestion status shall be updated a minimum of once per minute.			
8.10	The map shall support display of a user-editable legend defining icons.			
8.11	The map GUI shall provide a straightforward means to add devices to the map, remove devices from the map, or move devices on the map.			
8.12	The user shall be able to assign hyperlinks to icons on the map so that clicking on the hyperlink automatically opens a web browser window to the specified URL (e.g. Intranet/Internet address).			
9	Central System Intersection Monitoring			
9.1	The system shall communicate with all on-street equipment at a minimum of once-per-minute to monitor status.			
9.2	The system shall provide the user the ability to monitor individual intersections to view their operation and status in real-time. The user shall be able to view real-time operations for multiple intersections at the same time.			
9.3	The system shall provide the ability to view static intersection information in real-time. At a minimum, static information shall include intersection geometry (number of lanes, turn lane lengths, cabinet locations, pole locations, detector locations/zones, and ITS devices). Developing this static information shall have the option to make use of copy/paste functions from other intersections.			
9.4	The system shall provide the ability to view dynamic intersection information in real-time. At a minimum, dynamic information shall include current plan (Dial/Split /Offset), phase status, coordination status, alarm status (if any), pedestrian activity, and preemption/priority status. The refresh rate shall be once per second.			
9.5	The system shall include a time-space diagram viewer for a selected series of intersections that shows “green bands” for coordinated phase green times and offsets. The time-space diagrams shall also show the actual green usage for the previous cycle.			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
10	Central System Traffic Control			
10.1	The system shall be distributed. The central software shall make the most use of the memory, processing and programming capabilities of the local controllers, storing timing plans and parameters in the local controller to the extent possible. However, the system shall have centralized traffic control functions, effectively acting as a master controller over multiple groups of intersections, where those group assignments can be changed by time- of-day or other traffic responsive thresholds.			
10.2	The system shall allow the user to manually override the current program in effect for any intersection or group of intersections. The manual override should be programmable to allow for override for a specified time period.			
10.3	The system shall allow the user to place an intersection or control group in flash mode by time-of-day and day-of-week.			
10.4	The system shall include a scheduler that allows the user to program time-of-day, day-of-week, and day-of-year schedules for each control group. Keeping with the principle of distributed control, the timing plans should be stored locally to the extent possible. The system shall also include a scheduler for timing plans associated with planned events such as: bad weather conditions, holidays, evacuations, special events, and holiday shopping periods for signals in the vicinity of shopping areas.			
10.5	The system shall provide a traffic-responsive plan selection (TRPS) algorithm that can initiate transition to a new timing plan based on user-defined thresholds of system detector measurements over a user-defined interval. The thresholds should allow for various inputs by time-of-day and evaluate data in 10 or 15 minute intervals. The TRPS algorithm shall limit the amount of switching between plans that is allowed.			
10.6	The system shall be able to dynamically move intersections from one group to another by time of day, traffic responsive plan selection, or operator intervention.			
10.7	To accommodate future needs, the system shall be able to interface with local transit vehicle priority and emergency vehicle preemption functions. All priority and preemption activity shall be logged and easily reportable.			
11	Central System Status Monitoring			
11.1	The system shall monitor all field devices and log activity such as: Communication errors, Controller failure, Flash condition, Local and system detector status, Cabinet door open, Conflict monitor status, Pedestrian actuation, Conflicting local controller and system data, Local preemption, and Local manual control.			
11.2	The system shall provide real-time status displays, refreshed once per second, with detailed information on the following: Controller status (e.g., mode, green phase(s), ring status), Coordination status, Preemption status, Time base status, Detector status, Malfunction Management Unit (MMU) status, and Group status.			
12	Central System Reporting			
12.1	The system shall produce a variety of predefined reports to help users manage system performance. Reports shall include a high level of detail and be professional in appearance in order to not require substantial formatting before being distributed to stakeholders.			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
12.2	Predefined reports shall include, at a minimum, for either intersections or control groups: Measures of effectiveness, Intersection detector volumes, System detector volume and occupancy, Communication faults, Detector faults, Local alarms, MMU faults, Group reports, Group traffic-responsive plan changes, Traffic-responsive system detector parameters and threshold comparisons.			
12.3	The system shall allow users to define custom reports from any database entry either from scratch or based on a predefined report.			
12.4	An event log shall record system activity by date and time. It shall be viewable, sortable, filterable, and printable.			
13	Contractor Software Maintenance			
13.1	The Contractor shall be capable of providing system integration services upon request of the Town.			
13.2	Populate/configure local controller with timing plan, network addressing, and intersection parameters in preparation for others to install in the field.			
13.3	Populate/configure central database for a group of 15 intersections including network addressing, GUI system mapping, and intersection GUI setup, and coordinate with Town staff to bring them online after their installation in the cabinets.			
13.4	The Contractor shall provide a renewable annual maintenance agreement to the Town, and clearly state what is/is not included for the associated cost.			
13.5	The maintenance agreement shall include a minimum 80 hours of online, live technical support available between the hours of 8:00 AM and 5:00 PM Eastern Standard Time.			
13.6	The maintenance agreement shall include the provision and on-site installation of software patches to correct bugs and defects. This may be done remotely if feasible.			
13.7	The maintenance agreement shall include the provision and installation of upgrades and version releases of the software.			
13.8	The maintenance agreement shall include training to instruct system users on the enhancements and features of the software upgrades and releases.			
14	CCTV Subsystem (Non-Mandatory)			
14.1	The CCTV subsystem shall share the same user interface as, and be integrated with, the central system software.			
14.2	The CCTV subsystem shall be able to support 70 cameras.			
14.3	The CCTV subsystem shall allow the user to view 10 full-motion video feeds simultaneously.			
14.4	The CCTV video distribution system shall be digital, with field encoders and central office decoders. It shall support MPEG-2, MPEG-4, and H.264 video compression standards.			
14.5	The CCTV subsystem shall include logic for a control hierarchy. Higher priority users (based on login identification) shall be able to assume pan/tilt/zoom control over a lower priority user. Once assuming control of a camera, a user should be able to lock out lower priority users. After a user-configurable length of time of inactivity, the lock should end allowing any user to assume control. The interface shall indicate which login has control. After a predetermined period of inactivity, the CCTV subsystem shall support automatically returning to a default preset position.			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
15	Traveler Information Interface (Future Non-Mandatory)			
15.1	The system shall have the ability to store and catalog video image snapshots for each City camera location on a periodic basis (i.e. once per minute) for the purpose of sharing with regional traveler information systems.			
15.2	The system shall have the ability to track and update local construction, lane closures, and planned special event schedules to supplement 511 and other traveler information services.			
15.3	The system shall have the ability to track and update local detours (traffic, construction, or weather/flood related).			
15.4	The system shall utilize exchangeable data formats (e.g. XML, GIS shape files, etc.).			
16.a	Communication Upgrade(System Technology Requirements)			
16.1a	Ethernet switches shall meet IEEE standards 802.3 for 10Base-T, 802.3u for 100Base-TX,802.3z for 1000Base-x,802.3ab for 1000Base-T, 802.3x for Flow control, 802.3ad for LACP, 802.1D for STP, 802.p for COS, 802.1Q for VLAN tagging, 802.1w for RSPT, 802.1s for MSTP, 802.1x for Authentication, 802.1AB for LLDP and 802.3 at PoE specification up to 30 Watts per port for P.S.E.			
16.2a	Switch shall have 8 10/100/1000Base-t(x) with P.S.E. ports in RJ45 Auto MDI/MDIX and 2 1000Base-X SFP ports, 16k MAC addresses, 4 Priority queues			
16.3a	Capable of Store-and-Forward with switching Latency of 6us, switching bandwidth of 25.6Gbps, max number of available VLANS : 256, IGMP multicast groups of 128 for each VLAN, User defined Port rate limiting, Up to 9k Bytes Jumbo Frame			
16.4a	Security shall have Device Binding security feature, Enable/Disable ports with MAC based port security, Support Port based network access control(802.1x), VLAN(802.2Q) to segregate and secure network traffic,			
16.5a	Radius centralized password management, SNMPv3 encrypted authentication and access security			
16.6a	STP/SSTP/MSTP (IEEE802.D/w/s), Redundant Ring with recovery time less than 10ms over 300 units, TOS/Diffserv supported, QoS(802.1Q for real-time trafficVLAN(802.1Q) with VLAN tagging and GVRP support, IGMP Snooping, IP-based QoS management,DOS/DDOS auto prevention, Port configuration, status, statistics, monitoring, security, DHCP Client/Server, Protocol 41(iPv6Secure)			
16.7a	Network Redundancy; Ring, STP/RSTP and MSTP/, Overload current protection, Reverse polarity protection, Operating voltage of 9-36vdc			
16.8a	SFP for 1310 & 850nm with LC connector, protection class:IP20			
16.9a	SPF industry standard of EMI: CISPR22 ITE Class B, FCC class B, CENELEC EN55022 & VCCI class1. EMS IEC61000-4-2 Class 2, IEC61000-4-3 Class 2 & MIL-STD-883E Method 3015.7 Class1			
16.b	Communication Upgrade(Physical Characteristic, Environmental and Regularity Approval)			
16.1b	Switch shall Exceed NEMA TS-2 for traffic control equipment, IP-40 enclosure, 2.3(w) x 4.49(D0) x 8.07(H)inch, operating temperature of -40 to 176 degrees, operating humidity of 5% to 95% Non-condensing, rail installation in CalTrans TEES(170/332) cabinet or NEMA TS 1/TS-2 cabinet			
16.2b	EMI shall meet FCC part 15, CISPR (EN55022) class A, EMS sections EN61000-4-2(ESD).EN61000-4-3(RS), EN61000-4-4(EFT), EN61000-4-5(CS), EN61000-4-8,and EN61000-4-11, IEC60068-2-27 for Shock, IEC60068-2-32 for Free Fall, IEC60068-2-6 for vibration, EN60950-1 for Safety, MTBF (hours) of 198,236			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
16.3b	Router shall have Priority Queues: 64, VLAN ID: 1-4094, Security Queues: 16 Per VLAN, Number of Multicast Groups: 256, MAC Table: 16K, Packet Buffer: 16MB, Packet Forwarding Rate: 42 Gbps Fabric, Wire Speed -All Ports, Switching Delay: <5us			
16.4b	Gigabit SFP Ethernet Ports: max 12 X 100/1000Base(X) SFP Slots, Gigabit Ethernet RJ45 Ports: 8 X 10/100/1000Base-TX RJ45 ports, Console Port: RS232 (RJ45 connector) Alarm Contact: 2-pin 3.81mm-spacing plug-in terminal block, 250VAC/350VDC Max, 120mA Max			
16.5b	Redundancy Technology: supports Ring / Routing protocols (recovery time<25ms) and MSTP, Multicast Protocol: supports IGMP Snooping, GMRP and static multicast, Network Partition: supports VLAN, PVLAN, Service Quality: supports QoS5. Bandwidth Management: supports port trunking, port speed limit, broadcast storm control, Network Management and Monitoring: supports CLI, Telnet, WEB management methods and SNMPv1/v2/v3,			
16.6b	Network Security: supports: SSH, SSL, ACL, SFTP, Device Management: supports FTP upgrade. Device Maintenance: supports port mirroring, Alarm output supporting IP/MAC conflicts, power, port and ring alarms and MVR - MultiCast VLAN Registration, IEEE 802.1Q with GVRP			
16.c	Communication Upgrade (Rack Power Supply)			
16.1c	Power supply shall be powered from 120vac, 50/60Hz line voltage and provide 24vdc @ 5amps, Ac and DC line voltage are to be separately fused, Output voltage shall be regulated and connected to 8 connector pins of backplane, Power switch to control the input line voltage.			
16.2c	LED indication for DC voltage greater than 21.6vdc, Input line voltage of 85VAC to 135VAC, Output line voltage of 24 VDC+/-2%, Input Line Frequency 47 to 63Hz with a power factor greater than 0.95, Output Ripple Voltage less than 80mV (peak to peak), Maximum Output current 5Amps.			
16.3c	Load Regulation shall be Equal to or less than +/-2%, line Regulation shall be equal to less than +/-0.1%, minimum efficiency greater than 76%, operating Temperature of -40F to 180F degrees, connector 2/22 contact edge for 24VDC output voltage on pins 1&A for DC common, 2&B, 3&C, 17&U and 18&V. AC input on pins 10&L, 11&M and 12&N			
16.4c	Size shall be a maximum of 4.50Hx2Wx6.88D inches			
16.5	A 2 position card rack shall be used in local cabinets w/o rack space for communication module.			
17	MMU MANAGEMENT UNIT			
17.1	MMU shall conform to the requirements of Section 4 of the NEMA Standards Publication TS-2-2003 (R2008) dated November 1, 2012, including Amendment 3-2009 and Amendment 4-2012 and be equipped with an LCD display			
17.2	MMU shall be fully functional with the Flashing Yellow Arrow display for permissive left turns for four independent phases			
17.3	MMU program card shall be equipped with a memory chip that enables the MMU programming to be written to the memory chip or to the MMU from the memory chip. The MMU shall be supplied with software that provides remote viewing			
17.4	MMU shall be field upgradable to the latest firmware			
17.5	MMU shall be shall be IP addressable			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
17.6	MMU shall be capable of being certified for proper operation and functionality by ATSI PCMT 8000 conflict monitor testing device			
17.7	MMU shall be capable of TS1 operations in TS1 cabinet			
17.8	MMU shall be capable of SDLC communications in TS1 cabinet to controller			
18	ATCi Cabinet			
18.1	ATCi cabinet shall have 4 doors, bolt pattern for existing P-44 foundation with 1 ADU per cabinet			
18.2	ATCi cabinet shall include ADU unit, The Output Assembly shall be an EIA-310B rack mounted assembly. The Output Assembly shall house eight Model 2202-HV Universal High-Density Switch Pack / Flasher Units (HDSP/FU) and shall provide forty eight load circuits. One resident Model 2218 Serial Interface Unit (SIU2) shall provide interface and control. The Output Assembly shall house a model 2212-HV Cabinet Monitor Unit (CMUip), Main Contactor, Stop Time Switch, Flash / Auto Switch, four Circuit Breakers and Momentary 24 Vdc Bypass Switch.			
18.3	ATCi 48 channel input assembly shall be an EIA-310B rack mounted assembly providing twelve slots of 22/44 pin PCB sockets. Two Model 2218 Serial Interface Units (SIU2) shall be provided in its location mated to a DIN 96-pin connector. The SIU2 shall provide interface and control between the ATC Controller and the input units via system SB1/SB2. The Input Assembly shall be capable of supporting twelve 4-channel devices.			
18.4	When located in the Output Assembly, the Model 2202-HV HDSP/FU shall be: Two channels per card, 6 outputs rated at 5 mA to 2 Amps (1-200 watts) Over-current protected, Load current monitored for each output, Modular PCB-based plug-in device containing six solid-state switches, 1.2" x 4.5" card format with DIN style connector, LED compatible to <2 watts, no leakage, CMUip controlled output over-ride for fail-safe operation, "ID" Led driven by CMUip based trouble-shooting. When located in the Service Assembly, the Model 2202-HV HDSP/FU shall be: Two channels per card Four outputs rated at 5 mA to 4 Amps each, Over-current protected, Modular PCB-based plug-in device containing four solid-state switches, 1.2" x 4.5" card format with DIN style connector, Supports Flasher diagnostics with CMUip			
18.5	The Service Assembly shall be modular and shall be mounted on the left of the EIA when viewed from the front. It shall house: a Model 2202-HV Universal HDSP/FU, EDCO SHA-1250 or approved equal, BBS landing wire terminals, GFCI, Convenient Outlets and Circuit Breakers. SB1/SB2 and DC Power Bus shall include eight DB25 connectors to interconnect the SB1/SB2 communication ports of the assemblies and controller. It shall include a termination circuit at the end of the connections (S8) to prevent radio frequency signal reflection. SB1/SB2 and DC Power Bus shall include one Phoenix plug block or equal to bring the DC power to the SB1/SB2 and DC Power Bus; such power shall be distributed to the ATC Cabinet Assemblies through seven Phoenix receptacle blocks or equal. The copper traces for the DC voltages shall support at least 10 Amps. The SB1/SB2 and DC Power Bus shall be mounted in the EIA rails and it shall swing out to provide access to the back of the assemblies mounted in the opposite side. The AC Clean Power Bus shall include eight single NEMA 5-15 receptacles, to provide AC clean power to the ATC Cabinet Assemblies, the controller and DC power supply. It shall be mounted on the EIA rails and it shall swing out to provide access to the back of the assemblies mounted in opposite side.			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
18.6	Model 2202-HV Universal High-Density Switch Pack / Flasher Units (HDSP/FU) when located in the Output Assembly, the Model 2202-HV HDSP/FU shall be: Two channels per card, 6 outputs rated at 5 mA to 2 Amps (1-200 watts), Over-current protected Load current monitored for each output. Modular PCB-based plug-in device containing six solid-state switches. 1.2" x 4.5" card format with DIN style connector, LED compatible to <2 watts, no leakage CMUip controlled output over-ride for fail-safe operation "ID" Led driven by CMUip based trouble-shooting When located in the Service Assembly, the Model 2202-HV HDSP/FU shall be: Two channels per card Four outputs rated at 5 mA to 4 Amps each with over-current protected, Modular PCB-based plug-in device containing four solid-state switches ,1.2" x 4.5" card format with DIN style connector, Supports Flasher diagnostics with CMUip			
18.7	The Model 2212-HV Cabinet Monitor Unit (CMUip) shall be a compact, pluggable and modular. 32 channel fully monitor output capability. Direct SB#3 communication to each HDSP/FU CMUip is programmed with interchangeable Datakey, Built-in Diagnostic Wizard: The CMUip analyzes the ATC Controller output commands and HDSP/FU field input status. Isolates whether the cabinet fault was caused by an ATC malfunction or a failure in the load bay or field wiring. Identifies the faulty channel(s) and output directly, Provides guidance on how the technician should isolate the cause of the malfunction			
18.8	Cabinet Monitor Unit (CMUip) -Auxiliary Display Unit (ADU) shall be rack mounted. RYG status plus a Blue LED for fault status provides a full view of the intersection signal states. The LCD menu driven display provides detailed status information from the CMUip along with an interface to the patented EDI <i>SmartMonitor</i> ® technology. The built-in Diagnostic Wizard provides a concise view of the signal states involved in the fault, pinpoints faulty signal inputs, and provides guidance on how the technician should isolate the cause of the malfunction. View status, configuration settings, voltages, and event logs.			
18.9	Model 2218 Serial Interface Unit (SIU2) shall be modular PCB-based plug-in device. SIU2 is housed in each Input and Output Assembly. The SIU2 converts serial data from the ATC Controller into parallel outputs to the assembly. The SIU2 converts parallel inputs from the assembly into serial data to the ATC Controller. 54 programmable inputs / outputs, 4 opto-isolated inputs. Diagnostic monitoring software uses the front panel serial port Half-width faceplate			
18.10	Model 2216 Cabinet Power Supply (CPS) shall be rack mounted and shall be either of the following: PS2216EP-2412-HV Cabinet Power Supply (24v, 12v, 48v) 1U with Phoenix connector or equal PS2216EP-24-HV Cabinet Power Supply (24v, 48v) 1U with Phoenix connector or equal, 5 Amps at 24 Vdc, 5 Amps at 12 Vdc			
18.11	Model 2205 High-Density Flash Transfer Relay (HDFTR) shall be: Hermetically Sealed Cover - Moisture proof, prevents contact contamination, insect proof (fire ant, etc.), Dry Nitrogen Filled - Protects contacts from corrosion, prevents condensation, Metal Can - Robust design, shock/impact resistant, Solid Pins - Robust, bend proof, Ratings: 5 Amps @ 120 Vac switching, 10 Amps surge, 48 Vdc coil voltage, Contacts LED indicator.			
18.12	Main Contactor The main contactor's coil or control voltage shall be 48 Vdc			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
18.13	<p>ATC Cabinet Configuration Table Modules / Assemblies 350i-ATCC Housing / Two Cage Service Assembly</p> <p>1 AC Clean Power Bus 1 SB1 / SB2 and DC Power Bus 1 Output Assembly (16-Channel) or (32-Channel) 1 Field Output Termination Assembly (16-Channel) or (32-Channel) 1 Input Assembly (24-Channel) or (48-Channel) Up to 120 Channels Field Input Termination Assembly *Model 2216 Cabinet Power Supply 1CMU Auxiliary Display Unit 1LED - Cabinet Light Assembly 1-2 Drawer Assembly 1</p> <p>ATC Cabinet shall be loaded with the following components:</p> <p>Output Assembly (16-Channel):</p> <ul style="list-style-type: none"> - (0-8ea **) Model 2202-HV HDSP/FU - (2 ea) Model 2218 SIU2 - (2 ea) Model 2212-HV CMUip <p>Field Output Termination Assembly (16-Channel):</p> <ul style="list-style-type: none"> - (10 ea) Model 2205 HDFTR - (20 ea) Transient Protector - (16 ea) Red Flash Program Blocks - (8 ea) Yellow Flash Program Blocks - (8 ea) White Flash Program Blocks <p>Input Assembly (48-Channel):</p> <ul style="list-style-type: none"> - (3 ea) Model 2218 SIU2 <p>Service Assembly:</p> <ul style="list-style-type: none"> - (1 ea) Model 2202-HV HDSP/FU - (2 ea) EDCO SHA-1250 or approved equal 			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
19	UNINTERRUPTIBLE POWER SUPPLY (UPS) ATCI CABINET			
19.1	<p>Uninterruptible power supply (UPS) shall consist of an on-line power conditioning UPS for traffic signal control (vehicle and pedestrian) and communication equipment. The UPS inverter shall be in operation at all times to provide power conditioning and battery backup for clean and regulated power (both voltage and frequency) to all loads. This system shall be fully functional with utility power and any type of auxiliary power generator. The UPS system, including the batteries, shall be installed in the traffic signal equipment cabinet or in a separate UPS cabinet as specified in the contract documents. The UPS system shall be the manufacturer's standard production model. The UPS system shall include a solid state electronic converter and inverter for output, battery bank, automatic bypass-transfer circuit, integral maintenance bypass switch and all necessary hardware and connecting cables, generator connection, external LED confirmation light, and <u>battery UPS shall be housed in cabinet containing the # of batteries to maintain communications active and intersection control for a minimum of 8hrs.</u></p> <p>The UPS system shall include Digital Signal Processing for direct digital control of all UPS control and monitoring functions. The UPS system, including batteries and necessary hardware, shall be easily installed/replaced without the use of special tools.</p> <p>Operating temperature range for the entire UPS system shall be -40 degrees F to +165 degrees F, 5 to 95 percent relative humidity, non-condensing.</p> <p>The UPS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range of 2.5 – 6.0 mV/degree C per cell. The temperature sensor shall include sufficient connecting wire between the temperature monitoring circuit and batteries to monitor the battery temperature.</p> <p>Batteries shall not be recharged when battery temperature exceeds 122 degrees F ± 6 degrees F. An integral system to prevent battery from destructive discharge and/or overcharge shall be provided.</p> <p>The UPS shall include displays to indicate current battery charge status and conditions, and a battery capacity indicator with readings from 0 to 100 percent.</p> <p>The UPS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.</p> <p>The UPS shall be designed to operate continuously at rated capacity as an on-line, double-conversion system in the following modes:</p> <ul style="list-style-type: none"> • NORMAL – The inverter shall continuously regulate AC power to all connected loads. The converter shall change utility AC power to regulated DC power, which shall then serve as the inverter input and, simultaneously, as a float charge input to the storage battery(s). • BYPASS – If the UPS must be taken off-line due to an overload condition or UPS failure (e.g. inverter failure), the load shall be transferred to the bypass source without interruption of power to the load. A paralleling wrap-around contactor shall be used to maintain the bypass source. This bypass switch shall only be utilized for automatic emergency transfers. Retransfer from bypass to inverter shall be performed automatically in overload conditions. Retransfer shall be inhibited if satisfactory synchronization of the inverter and bypass is not accomplished. The use of the bypass switch shall not be required during the manual or automatic retransfer process. 			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
19.1 cont.	<ul style="list-style-type: none"> • MAINTENANCE BYPASS – The UPS system shall be equipped with an external maintenance bypass switch (MBS) to allow safe and reliable maintenance of the UPS system. The bypass shall be of the break-before-make, zero-energy type to ensure maximum load reliability and personnel safety. <p>The Contractor shall be responsible for determining the appropriate size/capacity of the UPS system based on the intersection design as specified in the contract documents. UPS shall be sized with a minimum load of 1000 watts and to provide at least 8 hours of full run-time operation.</p> <p>In situations where the utility line voltage drops below 85 VAC or exceeds 140 VAC, the UPS shall generate a SNMP trap event for notification of a utility power anomaly including a complete loss of power.</p> <p>The output voltage from the system shall be between 110 VAC and 125 VAC, inclusive; pure sine wave output, ≤3 percent THD, 60 Hz ± 3Hz.</p> <p>The UPS shall be equipped to prevent a malfunction feedback to the traffic signal equipment cabinet or feedback to the utility service. If the converter, inverter, charger and/or battery fails or if there is a complete battery discharge, the power transfer relay shall revert to the normally closed (NC) and de-energized state, when the utility power is connected to the traffic signal equipment cabinet and/or UPS cabinet.</p>			
19.2	<p>Uninterruptible power supply shall be provided with local and remote monitoring and control functions. The UPS shall include a 10/100 Ethernet port and a DB-9 serial port located on the front panel of the UPS. The UPS shall be supplied with a standard, readily available Cat5e and RS232 data cable and all software necessary to interface with existing Department platforms and protocols (SNMP, Telnet). The UPS system remote access and monitoring shall be accomplished by connecting through a Web browser and/or IP-based Telnet system. UPS system software shall be provided and installed for the operational needs of the system.</p> <p>The software shall be compatible with the Town’s current version of Microsoft Windows and provide the ability to determine in real time the following conditions:</p> <ul style="list-style-type: none"> • NORMAL – When the UPS is conditioning utility power. • ON BATTERY – When the UPS system is operating on battery power and batteries are not being charged. • LOW BATTERY – When the batteries approach 40 percent of their remaining useful capacity. • TIMER – When the UPS has been operating on battery power for a user programmable period of time. 			
19,3	<p>Battery system shall be shelf-mount, rack-mount, swing-tray mount, or a combination thereof. Shelves, racks, trays, and vertical mounting channels shall be corrosion-resistant, heavy duty, and have sufficient strength to hold the batteries without deforming, bending, or breaking.</p> <p>Batteries shall be easily replaced and commercially available as “off the shelf” items. Individual batteries shall weigh no more than 50 pounds. Battery construction shall include heavy-duty, inter-cell connections for low impedance between cells, and heavy-duty plates to withstand shock and vibration.</p> <p>The top cover shall use tongue and groove construction and shall be epoxied to the battery case for maximum strength and durability. Batteries shall be extreme temperature, deep cycle, and sealed prismatic lead-calcium based Absorbed Glass Mat/Valve Regulated Lead Acid (AGM/VRLA). Batteries shall be certified to operate at extreme temperatures (from -40 degrees F to +165 degrees F) and shall not require aid of any external devices to cool or heat the batteries. Batteries shall indicate maximum recharge data and recharging cycles. Battery recharge time from protective low cutoff to 80 percent or more of full charge capacity shall not exceed 20 hours. Batteries shall be provided with appropriate interconnect wiring and corrosion resistant mounting trays and/or brackets.</p>			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
19.3 cont.	Batteries shall be stored below the level of all traffic signal control electronic equipment or in the lowest space within the traffic signal equipment or UPS cabinet. Batteries shall not be stored in direct contact with concrete. The number and amp-hour rating for the batteries shall be determined by the manufacturer of the system to provide the required voltage/wattage while on battery power. Battery terminals shall be covered and insulated with appropriate colored molded boots to prevent accidental shorting.			
19.4	<p>Battery harness: Battery interconnect wiring shall be via a two-part modular harness.</p> <p>a. Part I shall be equipped with red (+) and black (-) cabling that can be permanently connected to the positive and negative posts of each battery. Each red and black pair shall be terminated into an Anderson-type power connector or equivalent.</p> <p>b. Part II shall be equipped with the mating Anderson-type power connector for the batteries and a single, insulated power pole style connection to the inverter/charger unit. Harnesses shall be fully insulated and constructed to allow batteries to be quickly and easily connected in any order to ensure proper polarity and circuit configuration. Power connectors may be either one piece or two-piece. If a two-piece connector is used, a locking pin shall be used to prevent the connection from separating. The lateral length of the harness between battery connectors shall be at least 12 inches. All battery interconnect harness wiring shall be UL Style 1015 CSA TEW or Welding Style Cable or approved equivalent, and shall be of the proper gage with respect to design current and have a sufficient strand count for flexibility and ease of handling.</p>			
19.5	Wiring for the UPS shall be sized in accordance with the NEC and shall conform to the requirements of Sections 238, 700, and 703. Wiring panels and terminal blocks shall be neatly finished and clearly and permanently marked with identifications applied by silk screening. Conductors shall be neatly arranged and bundled in groups with cable ties. The bundled conductors shall not obstruct access to other circuits and terminals in the traffic signal equipment or UPS cabinet. Unless cable is passing through the traffic signal equipment or UPS cabinet uninterrupted, incoming and outgoing conductors shall have each wire connected to terminal post positions. Generator inlet plug shall be a Maranco 30 amp cast 316 stainless steel, prt# 303 SSEL-B or equivalent.			
19.6	External Confirmation Light: The traffic signal controller cabinet shall include a Blue external 1" LED confirmation light indicating when the traffic control system is not operating on utility power. The LED confirmation light shall be located on the top side of the cabinet, viewable at a 90 degree angle, and have a durable gasket to ensure weatherproofing.			
19.7	<p>Documentation: Contractor shall provide one electronic version and six prints of the UPS control circuit diagram (2 in the cabinet and 4 to the Town). Prints shall be produced from the original diagram and shall be clear and legible. The 2 copies of the circuit diagram inside the traffic signal equipment cabinet or inside the UPS cabinet shall be installed in the readily accessible water resistant enclosure. Contractor shall provide 4 sets of the following: equipment list, operation and maintenance manuals, board level schematic diagrams and wiring diagrams of the UPS, and battery data sheets. Contractor shall install one copy of the materials inside the traffic signal equipment cabinet or inside the UPS cabinet in the readily accessible water resistant enclosure and shall furnish 3 copies to the Town.</p> <p>Warranty: The UPS system, in its entirety, shall carry a manufacturer's warranty against defective material and workmanship of no less than three years. The battery packs shall carry a warranty of no less than three years. Warranty periods for the UPS system and the battery packs shall begin on the date of final acceptance by the Town.</p>			

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Notes
20	Field Laptop			
20.1	Field laptop shall be of rugged construction with Windows 7 Professional English, French Spanish. 64bit (to include Windows 10 Pro License)			
20.2	4GB 2133MHz DDR4 memory with 128GB Mobility Solid State Hard Drive UPS shall be configured for 19 inch rack mount, regulated dual conversion, NEMA rated.			
20.3	Intel HD graphics 520 or equivalent graphics card			
20.4	14.0 “ HD outdoor –Readable Resistive Touchscreen with Webcam			
20.5	Laptop shall have the following connectivity ports: 3 USB 3.0., 2 USB 2.0, 2 Native RS-232 serial ports, HDMI, VGA 2 RJ-45 Gigabit Ethernet, Memory card reader, m.2 Slots and Express Card 54 or PCMCIA .			
20.6	Wireless shall be Intel Dual-Band Wireless-AC 8260 Wi-Fi +BT 4.2 wireless card for Verizon network			
20.7	Connectivity shall be capable of 10/100/100 gigabit Ethernet and triple RF –passthrough(GPS, mobile broadband and Wireless)			
20.8	MIL-STD-810G testing certified for transit drop(72”, 60”, 48”); single unit; 78 drops) operating drop of 36”, blowing rain, blowing dust, blowing sand, vibration, functional shock			
20.9	Operating thermal range of -20F to 145F, non-operating -60f to 160F			
20.10	IEC 60529 ingress protection: IP65, Hazardous locations: ANSI/ISA.12.12.01 and Electromagnetic interference MIL-STD-461F certified.			
20.11	Air/Auto power supply charger shall be included.			
21	TS1 Suitcase Tester			
20.1	Shall test all standard and extended NEMA controller functions (36)			
20.2	Output Displays (132), Test points (9), adjustable power interrupt test from 0.1 to 1.1 seconds			
20.3	A ,B, (55 pin MS connector), C (61 pin MS) and D (63 pin CPC connector)			
22	PCMT8000			
22.1	Monitor tester shall be manufactured by ATSI or equivalent, include all cable to test TS1, TS2 and ATC CMU			
23	FLAT SCREEN MONITOR			
23.1	Monitor shall be 55 inch or equivalent, flat screen, LED, 1080p, wall mount bracket included with HDMI, VGA, DVI & PC inputs for system map display.			
23.2	All cables for connection to view system operation shall be included.			

Description

Minimum base software package.

Option to Base is defined as a feature that is supported and has already been developed by the Offeror, but it is an add-on, and may be provided for an additional cost above the base software package pricing.

Exhibit 3
RFQ SUBMISSION FORM
TRANSPORTATION MANAGEMENT SYSTEM
RFP NO. 16201-FY17-06

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. _____ (or attach Certificate of Good Standing)

Town of Leesburg BPOL No. (if required) _____

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

Name	Address
_____	_____
_____	_____
_____	_____

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

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

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

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

**Exhibit 4
Price Proposal**

Item	Description	Quantity	Unit	Unit Price	Total
1	Central Hardware / Server(s)	1	LS		
2	Central System Software	1	LS		
3	ATC controller	70	Each		
4	ATC software	70	Each		
5	Communication switch/router	36	Each		
6	Small Form-Factor Pluggable (SFP) 1310 nm	32	Each		
7	Small Form-Factor Pluggable (SFP) 850 nm	50	Each		
8	Rack Power supply	32	Each		
9	Rack Power supply with 2 position rack	17	Each		
10	Field Laptop with CSS software	2	Each		
11	MMU	70	Each		
12	ATCi cabinet with UPS	2	Each		
13	55" Flat Screen System Monitor with Wall Mount	1	Each		
14	PCMT8000 Monitor tester with TS1, TS2 Cables	1	Each		
15	TS1 Suit Case Tester	1	Each		
16	Rugged Field Laptop	1	Each		
17	Annual Maintenance / License	1	LS		
18	Dial-up modem for serial communications	8	Each		
SUB-TOTAL					

Central System Software Add-On Modules (Optional):

Item	Name & Description	Quantity	Unit	Unit Price	Total
A			Each		
B			Each		
C			Each		
D			Each		
SUB-TOTAL					

GRAND TOTAL					
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Exhibit 5

Nondisclosure and Confidentiality Agreement

This nondisclosure and confidentiality agreement, dated _____, 2016, is between the Town of Leesburg, a Virginia municipal corporation, and _____, (the "Contractor").

RECITALS

- A. The Contractor has been retained by the Town to perform certain services on its behalf, specifically, _____.
- B. In connection with the Contractor's provision of services it will have access to sensitive, confidential, important, and/or proprietary Confidential Information (as defined below).
- C. No portion of Contractor's provision of services requires the capture, acquisition, use, or dissemination of any of the Town's information.
- D. Town wishes to provide for the confidentiality of the Town's information.
- E. Contractor agrees to these terms as a condition to receiving the contract to perform services for the Town.

AGREEMENT

THEREFORE, in consideration of the foregoing, and in consideration of the award of the contract to perform the services referenced above, the Contractor agrees as follows.

- 1. **Definitions.** For purposes of this Agreement,
 - a. "Confidential Information" will include:
 - i. Full Social Security Number (last 4 digits only are acceptable)
 - ii. Driver's License Number
 - iii. Financial account number or credit/debit card number
 - iv. Criminal history information
 - v. State ID card number
 - vi. Passport number
 - vii. Personally identifiable medical information
 - viii. Secret tax information as described in VA Code 58.1-3
 - b. "Contractor" will include the Contractor and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Contractor.
 - c. "Representative" will include the Contractor's managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors.
 - d. The term includes the officers, employees, agents, and contractors of the Contractor and all persons who have access to Confidential Information by or through the Contractor.
 - e. "Protected Health Information" will have the same meaning as the term "protected health information" in 45C.F.R. §164.501, limited to the information created or received by the Contractor from or on behalf of the Town.
- 2. **Confidentiality.** At all times, both during and after the termination of its relationship with the Town for any reason, the Contractor and its Representatives will not obtain, retrieve, intercept, acquire, copy, download, use, disclose, or give others any of the Confidential Information in any manner whatsoever, and will hold and maintain the Confidential Information in strictest confidence. The Contractor will

ensure that all proper safeguards are in place to prevent the use or disclosure of the Confidential Information.

3. **Indemnity.** The Contractor hereby agrees to indemnify the Town against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the Town as a result of a breach of this Agreement by the Contractor or its Representatives.
4. **Protection.** The Contractor will be responsible for any breach of this Agreement by any of his/her/its Representatives and will, at his/her/its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain his/her/its Representatives from prohibited disclosure or use of the Confidential Information.
5. **Irreparable Harm.** The Contractor understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of the Agreement may cause the Town irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the Town will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the Town will deem appropriate. Such right of the Town is to be in addition to the remedies otherwise available to the Town at law or in equity. The Contractor expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the Town.
6. **Survival.** This agreement will continue in full force and effect even after the termination of the Contractor and the Town for any reason.
7. **Successors and Assigns.** This agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Contractor hereunder are not assignable.
8. **No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
10. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reimbursement for reasonable attorney's fees and costs.
11. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

Contractor:

Signature

By: _____ Date: _____

Title: _____

Exhibit 6
Third Party Access Policy

Purpose

The purpose of the Town of Leesburg Third Party Access Policy is to establish the rules for Third Party access to Town of Leesburg (herein after “Town”) information systems, Third Party responsibilities, and protection of Town information.

Scope

This Third Party Access Policy outlines responsibilities and expectations of any individual from an outside source (contracted or otherwise) who requires access to Town information systems for the purpose of performing work. This policy also outlines the responsibilities and expectations of Town personnel responsible for the contracting and/or supervising of the Third Party. A third party could consist of, but is not limited to: software Contractors, contractors, consultants, business partners, and security companies.

Policy

Server Rooms

The Third Party agrees to follow the Town Server Room Access Policy.

Third Party Policy Guidelines

1. The Third Party agrees to / that:
 - a. All work shall be scheduled with and pre-approved by the Town’s Information Technology Department (herein after “IT”). Also, all configuration information of any installed software as well as virus checking of that software shall be made available to IT.
 - b. The Third Party shall have access only to Town information that has been pre-approved by IT.
 - c. Meet the following minimum security requirements (i.e. method for remote access).
 - Any remote support connection must be encrypted with a minimum of AES128 bit encryption.
 - Any remote support connection must have an inactivity timeout with a maximum of 15 minutes.
 - Any remote support connection must be configured to allow the Town of Leesburg to monitor the remote session.
 - Remote support access shall follow the minimum amount of rights to complete their responsibilities.
 - Remote support access must be configured in a way that the Town can disconnect at any time.
 - Remote support access from a Third Party must have an up to date and operational virus /malware scanner.
 - Remote support access from a Third Party must also be secured by either a software based firewall installed on the computer or a hardware based solution. It must be up to date and operational.
 - Any special considerations must be approved by IT.
 - d. Town information shall be guarded by the Third Party. Signing of a Non-Disclosure Agreement is required.
 - This includes the disclosure of confidential information to anyone, including Town staff (ex. Passwords).

- e. The Third Party agrees to use Town information only for the purpose of performing work for the Town. Any Town information acquired by the Third Party shall not be used for the Third Party's own purposes or divulged to others.
 - f. Without the Town's written permission, no one may extract, use or reuse all or any part of the database, judged quantitatively or qualitatively, in a manner that conflicts with the normal exploitation of the database in actual or potential markets. This prohibition applies whether the database is misappropriated all at once or through repeated or systematic, small takings, and whether the defendant takes the database personally or does so through agents or contractors.
 - g. Specific prohibited acts include using all or any part of the contents of the protected database (1) in a directly competitive product or service; (2) in a product or service that directly or indirectly competes in any market which the database owner has a demonstrable interest or expectation of entering; (3) in a product or service marketed to those who would otherwise be expected to be customers for the original database; or (4) by or for multiple users within an organization who may "piggyback" additional uses or additional users not in concert with the original authorization by the owner.
2. The Third Party must comply with all applicable Town standards, agreements, practices and policies, including, but not limited to:
 - a. Acceptable use policies.
 - b. Software licensing policies.
 - c. Safety policies.
 - d. Auditing policies.
 - e. Security policies.
 - f. Non-disclosure policies.
 - g. Privacy policies.(Copy of policies available upon request)
3. The Town shall provide an Information Technology point of contact for the Third Party whether it is one person from the IT department or an interdepartmental team. This point of contact shall liaise with the Third Party to ensure they are in compliance with these policies.
 4. The Third Party shall provide the Town with a list of all additional Third Parties working on the contract. The list must be updated and provided to the Town within 48 hours of any staff changes.
 5. Third Party access to systems must be uniquely identifiable and authenticated, and password management must comply with the Town's Password Policy. Managing connectivity with partner networks can be handled different ways depending on what technologies are in place (i.e. encryption, intrusion detection, DMZ architecture).
 6. Any Third Party computer/laptop/tablet PC, or other device, that is connected to the Town's systems must have up-to-date virus protection and patches. The Third Party shall be held accountable for any damage to the Town's network and/or data should it be determined that the incident was directly related to that Third Party's access.
 7. If applicable, each Third Party on-site employee must acquire a Town ID badge that must be displayed at all times while on the premises. The badge must be returned to the Town upon termination or completion of a contract.
 8. Upon request, each Third Party shall ensure and provide documentation that their employees that have access to Town confidential information have been cleared to handle that information.

9. Upon request, an explanation of how Town information shall be handled and protected at the Third Party's facility/site must be provided.
10. Third Party employees must report all security incidences to Town IT personnel.
11. The Third Party must follow all applicable change control procedures and processes.
12. All software used by the Third Party in providing service to the Town must be properly inventoried and licensed.
13. All Third Party employees are required to comply with all applicable auditing regulations and Town auditing requirements, including the auditing of the Third Party's work.
14. Regular work hours and duties shall be defined in the contract. Work outside of defined parameters must be pre-approved in writing by IT.
15. All Third Party maintenance equipment on the Town's network that connects to the outside world via any communication path shall remain disabled except when in use for authorized maintenance.
16. The Third Party's major accomplishments must be documented and available to Town management within 48 hours. Documentation should include, but is not limited to events such as:
 - a. Personnel changes
 - b. Password changes
 - c. Project milestones
 - d. Deliverables
 - e. Arrival and departure times
17. Upon departure of the Third Party from the contract for any reason, the Third Party shall ensure that all confidential information is collected and returned to the Town or destroyed within 48 hours. The Third Party shall also provide written certification of that destruction within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges. All equipment and supplies retained by the Third Party must be documented and authorized by the Town IT Department.
18. The Town may perform an impact analysis of other business-critical functions, once work has begun by the Third Party.
19. The Town may monitor system and network log files.
20. The Town shall eliminate Third Party physical access to facilities after the contract has been completed or terminated. The following steps must be performed:
 - a. Remove Third Party authentication and all means of access to systems.
 - b. If needed, ensure that incoming e-mail is re-routed to an appropriate person.
 - c. Archive any Third Party software configuration, and transfer ownership to designated internal staff.
 - d. Obtain a written statement from the Third Party that any software created and/or installed by the Third Party is free of viruses and any other malicious code.
21. The Third Party agrees that:
 - a. Electronic self-help shall not be used to prevent the Town's use of Systems and that the Town shall only be deprived of the use of Systems by order of a court of competent jurisdiction.
 - b. The Application Software shall not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this Agreement.
 - c. They shall not introduce any restraints at a future date via remote access, software update or any other means without first obtaining approval from the Town in writing.

- d. No limitation of liability or consequential damages shall apply to a breach of the aforementioned provisions.

Non-Compliance

Violations of this policy shall be treated like other allegations of wrongdoing at the Town of Leesburg. Allegations of misconduct shall be adjudicated according to established procedures. Sanctions for inappropriate use on the Town of Leesburg’s systems and services may include, but are not limited to, one or more of the following:

- 1. Temporary or permanent revocation of system access;
- 2. Determination of breach of contract;
- 3. Termination of contract; and/or
- 4. Legal action according to applicable laws and contractual agreements, including action to recover monetary damages for breach of contract.

Third Party User Agreement

I have read and understand the Third Party Access Policy. I understand if I violate the rules explained herein, I may face legal action according to applicable law.

Name: _____

Signature: _____

Date: _____

Exhibit 7
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, 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

[NAME OF CONTRACTOR]

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME _____

NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____