

Town of Leesburg



Methanol

Issue Date: February 12, 2014

RFQ NUMBER: 500640-FY14-13

BID DUE DATE: February 25, 2014, 3:00 PM

MAILING ADDRESS: Town of Leesburg
ATTN: Procurement Officer
25 W. Market St.
Leesburg, VA 20176

PROCUREMENT CONTRACT: Kathy S. Elgin, CPPO, CPPB
Phone: 703-737-7176
E-mail: kelgin@leesburgva.gov

NOTICE OF ADDENDUM – All addenda will be posted to the Town’s Bid Board located at www.leesburgva.gov/bidboard. Addenda will also be sent to the email address used by the Bidder when “Registering” on the bid board. It is the bidder’s responsibility to register and to provide a valid email address thereby ensuring receipt of all posted addenda.

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I. Purpose

The Town of Leesburg (TOL) is accepting competitive sealed bids to establish an annual unity price contract for the purchase and delivery of Methanol to the Town's Wastewater Treatment Plant (WWTP) located at 1391 E. Market St., Leesburg, VA 20176.

II. Contract Term and Scope of Work

1. Contract Term

The resulting unit price contract will be from March 1, 2014 until January 31, 2015. Upon mutual consent of both parties, the resulting contract can be renewed for four (4) additional one-year terms. Consummation of a contractual agreement is contingent upon a contract acceptable to the Town, copy of which is attached.

2. Product Specification –

a. Estimated Quantities

Estimated Quantity	Unit of Measure	Description	Delivery Facility
30,000	Gallons	Methanol	WWTP

b. Pricing Methodology

1. Unit Price - Bids will be based on the following formula:

$$\begin{array}{r} * \text{ Bidders Unit Price Per Gallon (inclusive of any markup)} \\ \underline{\underline{X \text{ 5,000 gallons (estimate)}}} \\ \underline{\underline{\text{Cost of product}}} \\ \\ + \text{ Freight Cost per delivery} \\ \underline{\underline{= \text{Cost of product delivered}}} \end{array}$$

Bidders are to quote their lowest bid including markup in the "Bidders Unit Price Per Gallon" line above. Bidder is to provide a copy of the JJ&A index pricing for Methanol for the date price is quoted. Bidder is then to quote the cost per delivery.

Unit Price X 5,000 Gallons + Freight Cost will determine the bidders bid price per load. This will be the price used to determine the lowest responsive, responsible bidder.

Escalations and De-escalations of Methanol pricing will be based on the percentage of change of JJ&A index from time of bid to subsequent deliveries. Copies of the index for the respective dates will be required with each invoice. Freight costs per delivery will remain constant.

2. Quotations to be F.O.B. Destination - Freight Prepaid and Allowed - Any goods to be delivered to the Town shall be coordinated with the Contract

Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal

c. Product descriptions

Methanol (Bulk)

SPECIFICATION:

Methanol is a clear, colorless, flammable liquid with a mild odor (also called methyl alcohol). The product shall be free of priority pollutants. Please see table for more details.

PARAMETER	SPECIFICATION	METHOD
Property	Grade AA Requirement	
Acetone and aldehydes, % max.	0.003	
Acetone, percent maximum	0.003	
Ethanol, percent maximum	0.001	IMPCA 001-98
Acidity (as Acetic Acid), % max.	0.003	ASTM D 1613-96
Appearance and hydrocarbons	Free of opalescence, Suspended matter and sediment	ASTM D 1722-90
Carbonizable substances, color	Not darker than Color Standard No. 50 of ASTM D1209, Platinum-Cobalt scale	ASTM E 346-94
Color	Not darker than Color Standard No. 10 of ASTM D1209, Platinum-Cobalt scale	ASTM D 1209-93
Distillation range	64.6°C± .10° at 760 mm Hg	ASTM D 1078-97
Specific gravity	0.7928 max at 20°C	ASTM D 891-95
Percent methanol by weight, min.	99.85	
Nonvolatile content, gm/100 ml, Max.	0.0010	ASTM D 1353-96
Odor	Characteristic, non-residual	
Permanganate	No discharge of color in 50 Minutes	
Water, percent maximum	0.10	
Total Iron	Max 0.1 mg/kg	ASTM E 394-94

DELIVERY REQUIREMENTS:

1. Methanol delivery trucks must be equipped with vapor recovery system compatible with ASA equipment.
2. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
3. Product delivery truck shall be capable of connecting to 2 inch cam-lock fitting.
4. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WPCD staff and provided to WPCD staff upon arrival and/or offloading.
5. Delivery amounts to be approximately 5,000 gallons.

LOCATION / QUANTITY:

Location	Estimated Annual Quantities
WWTP Facility	30,000 gallons

III. Special Terms and Conditions

1. **Shipping** - Contractor shall ship chemicals in accordance with standard commercial practices and all Federal, State and local laws and regulations. Contractor shall be solely responsible for the shipment until delivery at the designated facility.
2. **Spot Testing of Chemicals at Time of Delivery** - The TOWN reserves the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the bid specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, it will be returned to the Contractor, who shall pay all handling and shipping charges in both directions. Upon notice of rejection of a shipment, the Contractor shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor is unable to promptly furnish the chemical of acceptable quality, the TOWN will obtain the chemical elsewhere. Any additional cost incurred by the TOWN will be charged to the Contractor either as a credit against an outstanding invoice or as an invoice for immediate reimbursement.
3. **Virginia Department of Health Requirements** - The Virginia Department of Health (VDH) requires that all containers are labeled in accordance with all applicable federal regulations. The Contractor is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFQ may result in termination of the contract.
4. **MSDS Reports** - Provide the following MSDS related documentation:
 - a. A copy of the most current MSDS Report for each chemical being bid by your firm must be included with your bid submission.
 - b. National Sanitation Foundation certification for the quoted chemical, by the manufacturer for drinking water, and
 - c. Chemical certificate of analysis for all chemicals
5. **Estimated Quantities** - The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year, and shall not be construed to represent an amount which the TOWN shall be obligated to purchase. The exact amounts ordered may be more or less subject to the actual needs of the TOWN.
6. **Priority Customer** - By submitting a bid in response to this solicitation, Bidder understands and acknowledges that the TOWN provide services that are essential to the health and welfare of the public. Failure of a Contractor to provide chemicals under any Contract issued pursuant to the terms, conditions, and specifications contained in this RFQ may jeopardize TOWN' ability to provide timely services, which may affect the health and welfare of the public served by the TOWN. In the event of product shortages at any level of the production to delivery chain, Bidder agrees and affirms that TOWN will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the Contractor must prioritize and/or allocate delivery among its customers, the requirements of the TOWN will be honored before chemicals are provided to a customer with no obligations with regard to the public health and welfare. To the extent that chemicals are insufficient to meet the

requirements of all of the clients who are responsible for the health and welfare of the public, the Chemicals will be allocated in a manner deemed to be fair and reasonable to all such clients.

- 7. References – Bidders must submit three references for each chemical being bid from institutions of a similar size and scope of operation in the Mid-Atlantic area for which the chemicals being bid were provided within the past 12 months.** References must be able to attest without reservation that the firm provided the same chemical being bid on in this solicitation without any significant problem of any kind, and at any time during the contract period.

- 8. Delivery Requirements-** The TOWN will work with the Contractor to establish a mutually agreed upon delivery schedule. Failure to honor delivery schedules (including partial deliveries) may result in damages to the TOWN. The TOWN may at their own option and convenience cure late, partial, or missing deliveries in any manner that best resolves the shortage. The Contractor is liable for any and all costs incurred by the TOWN due to such failures by claiming Liquidated Damages and also recovering any additional losses by deducting the outstanding amount from unpaid invoices, or submitting an invoice to the Contractor. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to the TOWN.
 - a. Contractor shall comply with all regulations for tank/truck unloading as established by the US DOT, as well as any State and local requirements for tank/truck unloading.
 - b. Chemical containers supplied by the Contractor shall be the sole responsibility of the Contractor at all times and in any circumstance. TOWN will not pay demurrage or other charges unless the TOWN specifically requests that the Contractor leave the container beyond the delivery date.
 - c. The control number shall be provided to the Treatment Plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the utility may be cause for refusal of the delivery.
 - d. All deliveries shall be accompanied by a receiving ticket under this contract that shall be supported by:
 - Contractor's Name,
 - Purchase Order and Call Order Number (release number),
 - Date of Delivery and Date of Order,
 - Materials furnished,
 - Quantity, unit price and extension of each item, and total, in accordance with the contract, and
 - Name of authorized representative ordering the supplies.
 - e. The Contractor's delivery ticket will be signed in duplicate by the TOWN's designated representative. One copy will be given to the employee signing for the delivery and the second copy will be retained by the Contractor.

- f. The TOWN reserves the unilateral right to reject any late or partial delivery. Any related costs shall be borne by the Contractor.
 - g. TOWN has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.
 - h. All chemicals shall be delivered F.O.B. delivered. All cost for shipping, handling, insurance and related delivery charges must be included in the unit price for each bid item.
 - i. Regardless of the reason, the Contractor shall be solely responsible for spills, delivering chemicals to the wrong storage locations/tanks. Any and all cost associated with remediation, including, but not limited to Hazmat, site cleanup, and tank cleaning etc.
 - j. Contractors shall provide and maintain any and all special tools required to load or dispense chemicals. If required, contractor shall provide pre-set torque wrenches; and will be solely responsible for damages, leaks, etc. caused by malfunctioning or improperly set tools.
 - k. Delivery vehicles must be in good working order and compliant with all Federal, State, and local transportation laws and regulations.
9. **Inspection** - The TOWN reserve the right to inspect and test any chemical at any time during or after delivery. No inspection, test, approval or acceptance of any Commodity shall relieve Contractor from liability for defects or other failure to satisfy the requirements set forth in the Contract Documents.

10. Annual Economic Price Adjustment

- 1) The Contractors may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics Producer Price Index – Not Seasonally Adjusted (“PPI-NSA”) for Chemicals and Allied Products (Series id WPU06), for the 12 month period ending 90 days prior to the end of the then current contract year. Request for contract price increases must be submitted at least 30 days prior to the end of the then contract year. This PPI may be replaced by any other single PPI providing that the substitute PPI constitutes the greatest component of the contracted chemical. (e.g. Series id – WPU6130232 – Sulfuric Acid). Multiple price indexes will not be considered for the same bid item. Bidder may specify a different index for different bid items based on the conditions identified above. BIDDER MUST SPECIFY ON the BID SUBMISSION FORM the SPECIFIC PPI SERIES id THAT WILL BE USED FOR the DURATION OF the CONTRACT.
- 2) Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.

- 3) By submission of a bid, Contractors agree and accept the terms of items A and B above for the duration of the contract.

11. **Time Is Of The Essence** - Time is of the essence: All chemicals shall be delivered within the time or times specified on the Contractor's Bid Form or otherwise set forth in the applicable Purchase Order. Notwithstanding the foregoing, the Contractor shall not be deemed to have breached the terms and conditions of the contract Documents to the extent any delay is due to circumstances beyond its reasonable control and without the fault or negligence of the Contractor provided that the Contractor first shall have provided the TOWN with written notice (to include facsimile or e-mail) of any such delay within five days after the occurrence of events or circumstances causing the delay. After prior written warning to the Contractor, the TOWN may declare the Contractor in default for unacceptable delays. If such a declaration is made, the TOWN reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the project and charge any additional or increased costs to the Contractor.
 - a. **Contractor Replacement** - In the event that a Contractor is declared to be in default, the next lowest responsive and responsible Bidder will be given an opportunity to accept a contract for the chemicals that were provided by the defaulting Contractor. If within 180 calendar days after contract award, the prospective Contractor must agree to provide the chemicals at its original bid price. After the first 180 calendar days, the Contractor will be allowed to adjust the original bid price by an amount equal to the annualized PPI-SA for Chemicals and Allied products or the specific series Id referenced on their original bid for the period of time between contract award and the TOWN's offer to accept the contract. The TOWN reserves unto itself, the unilateral right to either not extend an offer to the next lowest Bidder or to rebid the subject chemicals.

IV. General Contract Terms and Conditions

1. **Submittal Instructions** – Quotes may be mailed or emailed to the Procurement Officer at that address on the cover page at the date and time so specified. All Bids must be submitted on the attached bid form and must include the Pricing Form and the RFQ Submission form, a statement of relevant experience and company, contact name, address, and phone number of three recent references. The bid shall also include a spill control and cleanup procedure.
2. **Acceptance or Rejection of Bids** – The Town reserves the right to accept or reject any or all Bids in whole or in part and to waive minor informalities in the process of awarding this contract.
3. **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 703-737-7176 at least 5 days prior to the bid due date.
4. **Anti-collusion Statement** - The signer of the bid must declare that all persons, companies or parties interested in the contract as principals are named therein; that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or

fraud; and that the signer of the bid has authority to contractually bind the offeror (See RFQ Submission Form).

5. **Arrearage** - By submitting a Bid in response to this solicitation, the individual or firm submitting the bid shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the TOWN, the Commonwealth of Virginia, or any public body in the Commonwealth of Virginia, including but not limited to any obligation to pay taxes and/or employee benefits. Bidder further agrees that it shall make diligent efforts to avoid becoming in arrears during the Term of any Contract awarded hereunder.
6. **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.
7. **Authority to Bind Firm in Contract** - An official authorized to bind the offeror shall sign each Bid. Bids must be firm for the sixty (60) days immediately following the date of submission of the sealed bid. At the end of the 60-day period, the bid may be withdrawn at the written request of the offeror. If the bid is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.
8. **Contract Changes / Change Orders**
 - a. No verbal agreement or conversation with any officer, agent or employee of the TOWN either before or after the execution of any Contract resulting from this solicitation or follow on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon the TOWN unless made in writing and signed by the Procurement Officer identified on the cover page. Contract changes shall be in writing, and may be via email. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the Project Manager.
 - b. Changes can be made to the contract in any of the following ways:
 - i. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - ii. The TOWN may order changes within the general scope of the contract at any time by Notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the TOWN a credit for any savings.

9. **Competition intended** – It is the Town’s intent that this Invitation for Bid permit competition. It shall be the offerors 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 RFQ to a single source. The Procurement Officer must receive such notification no later than (5) days prior to the date set for bids to be received.
10. **Contract Award** – The Town reserves the right to award each chemical to the lowest responsive, responsible bidder or to award a single contract to the overall lowest responsive, responsible bidder. Award will be made in the manner deemed to be in the best interest of the Town.
11. **Contractor’s Responsibilities**
 - a. The Contractor shall be responsible for all products and/or services as required by this RFQ. The use of subcontractors is prohibited.
 - b. The Contractor, at its sole expense, shall be responsible for damage to the TOWN and non -TOWN property as a result of its failure to protect such facilities and utilities.
 - c. The Contractor, at its sole expense, shall immediately repair or replace the TOWN property damaged by (or caused by) the Contractor. Replacements will be of equal or better quality than the property damaged property, and all such work must be approved by the TOWN Procurement Officer or Director of Utilities.
12. **Cooperative Procurement** - As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.
13. **Costs incurred in responding** – This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
14. **Debarment Status** - By submitting a Bid in response to this solicitation, each Bidder certifies that it is not currently debarred by the federal government, the Commonwealth of Virginia, or any agency or department thereof from submitting a bid or proposal in connection with any procurement project and that it is not an agent of any person or entity that currently is so debarred.
15. **Delivery**
 - a. By submitting a bid in response to this solicitation, the Bidder guarantees delivery of contract items within the timeframe specified herein or as indicated in the bidders bid submission form. Failure to deliver within the time specified, or as amended in writing by the TOWN, or failure to make replacements of rejected Contract items, shall constitute a breach of contract and may be grounds for a declaration of default in addition to any other remedies the TOWN may be entitled to.

- b. Deliveries must be made by within the delivery time specified in the bid submission document. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to the TOWN. Failure to honor a delivery schedule may result in damages to the TOWN. The Contractor is liable for any and all costs incurred by the TOWN due to such failures.
16. **Disposition of Bids** – All materials submitted in response to this RFQ will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. “Disclosure: Trade Secrets and Proprietary Information”.
17. **Disclosure: Trade Secretes and Proprietary Information** – In compliance with the Virginia Public Procurement Act (the “VPPA”), all bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.
18. **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 purchase order of over \$10,000, so that the provisions will be binding upon each 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.
19. **Employment Discrimination Prohibited** – Offeror agrees that it will adhere to the non-discrimination requirements set forth in the Virginia Code Section 2.2-4311 of the Virginia Public Procurement Act and repeated below, which will be incorporated into any contract awarded:
- a. During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The contractor will include the provisions of the foregoing paragraphs a, b and c in every contract of over \$10,000 so that the provisions will be binding upon each contractor.

20. **Ethics in Public Contracting** – The Offeror agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Code Section 2.2-4367 thru 2.2-4377 of the VPPA.

21. **Examination of Records** - Bidder agrees that in any resulting contract, either the TOWN or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to this solicitation, or until audited by the TOWN, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by the TOWN or its representative(s). The TOWN will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

22. **Faith-Based Organizations** - The Town of Leesburg does not discriminate against Faith-Based organizations.

23. **Familiarity with Specifications** - Each Bidder shall bear responsibility for thoroughly examining this solicitation in its entirety. In the event that Bidder has any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, then such Bidder shall submit all such questions and comments in writing to the Procurement Contact identified on the cover sheet of this solicitation.

The submission by a Bidder of a Bid in response to this solicitation shall be deemed to constitute a representation on the part of such Bidder that it has thoroughly examined this solicitation and has submitted any and all questions and comments it may have regarding the meaning or interpretation of this solicitation to TOWN in the manner prescribed herein.

25. **Force Majeure** - If a delivery is delayed by Act of God, terrorism, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), a reasonable extension of time as the TOWN deems appropriate may be

granted. Upon receipt of a written request and justification for any extension from the Contractor, the TOWN may in its sole discretion (i) extend the time for delivery of the Commodity; (ii) suspend the Contract in whole or in part and obtain one or more of the Commodities elsewhere for a time, or (iii) terminate the Contract; all without liability to Contractor on the part of the TOWN, as the case may be. Contractor's request and justification shall be subject to such substantiation and further inquiries as the TOWN may require.

26. **Governing Law; Venue; Waiver of Jury Trial** - Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and the TOWN hereby waive any right such party may have to a trial by jury in connection with any such litigation.
27. **Incorporation by Reference** - This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a bid in response to this solicitation, all Bidders acknowledge the VPPA and agree to be bound by it. A copy of the VPPA is available for inspection in the TOWN's Procurement Office. It is also available at the Virginia Department of General Services, Department of Purchases and Supply Website:
- http://www.eva.state.va.us/dps/Manuals/docs/VPPA_2013.doc
28. **Inquiries/Comments Concerning Specifications** - Questions or comments concerning the specifications, contained herein must be received by the Procurement Officer at least five (5) days prior to the Bid Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of written addenda. Such addenda will be sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
29. **Insurance**- Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally the contractor shall not allow any subcontractor to commence work until all similar insurance required of the Subcontractor has been obtained.

These certificates must be forwarded to the Purchasing Office BEFORE the REQ will be converted to a Purchase Order.

Insurance Requirements:

Workers Compensation	Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.
Bodily Injury	\$2,000,000 each person \$2,000,000 each occurrence

Property Damage

Automobile	\$2,000,000 each accident
General Liability	\$2,000,000 each accident \$2,000,000 per occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

30. **Late Bids** – Bids received after the submission deadline will be returned unopened, provided a return address is visible.
31. **Laws and Regulations** – The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
32. **License Requirement** – All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-2717. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid.
33. **Payment**
 - a. Invoices: All invoices are to be sent directly to the delivery facility by mail, fax, or e-mail. Invoices shall include the TOWN’s Purchase Order / Contract number and the contractor’s FEIN. Failure to comply may result in late payments for which the TOWN will not be liable.
 - b. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at the respective TOWN facility. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. Refunds: If the Contractor is declared to be in default, the TOWN will be eligible for a full and immediate refund for all payments made to the Contractor.
 - d. The TOWN is exempt from Federal Excise Taxes and Virginia State Sales and Use Taxes. The TOWN's tax identification number is 54-6001390.

34. **Public Notice of Award** – The Town will post the notice of award on the bid board located at www.leesburgva.gov/bidboard.
35. **Purchase Orders** - A purchase order will be issued shortly after award. It will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town Procurement Officer.
36. **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.
37. **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; but 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 Authority until said work or services are completed and accepted.
- a. 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.
 - b. Termination for Cause – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. 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.
38. **Unit Prices Prevail** - In the event that there is a mathematical error on the summary sheet, the unit price for each item shall prevail. All costs to provide the goods and/or services specified in this solicitation shall be shown on the attached bid summary sheet. If there are additional costs to provide the goods and/or services specified herein either list them on the attached bid summary sheet or attach an additional sheet to it. Line items left blank will be interpreted as at no cost to the TOWN.

39. **Virginia Freedom of Information Act** - Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

V. Attachments

1. RFQ Submission Form
2. Bid Form/Pricing page
3. Contract

RFQ SUBMISSION FORM
RFQ No. 500640-FY14-13 Methanol

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

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

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

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

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

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

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 _____

BIDDER MUST RETURN THIS FORM WITH BID

CONTRACT NO. 500640-FY14-11

TITLE: Methanol

This **CONTRACT** (the "**CONTRACT**") is made this ____ day of _____, 2014, 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 Methanol to the Town:
2. **Contract Documents.** The Contract Documents consist of this Contract, RFQ No.500640-FY14-11the Town Purchase Order and _____ Bid dated _____. Where the terms of this Contract and the Contractor's proposal are at variance, the provisions of this Contract shall prevail.
3. **Contract Term.** The term of this Contract shall be eleven months beginning on March 1, 2014 through January 31, 2015. Upon mutual agreement of both parties, this contract can be extended for up to four additional consecutive one-year terms.
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 in accordance with paragraph numbered 5 of this Contract The Town agrees to pay the Contractor at the unit prices established on _____ Bid Pricing Form attached hereto as Exhibit A. The estimated annual total of this contract is \$ _____.
5. **Method of Payment.** Payment will be made within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later. The invoice must detail the **PRODUCTS AND VOLUME DELIVERED**. The invoice must be mailed to the address specified below and must reference the purchase order number.

Town of Leesburg, Attn: WWTP Manager, 25 W. Market St, Leesburg, VA 20176 or
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. 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:

For TOWN: Kathy S. Elgin, CPPO, CPPB
Town of Leesburg
25 W. Market St
Leesburg, VA 20176

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

CONTRACTOR

TOWN OF LEESBURG
 BID FORM
 RFQ 500640-FY14-11 - METHANOL

THE UNDERSIGNED CERTIFIES THAT (CONTRACTOR NAME):

_____ is currently registered with the Virginia State Corporation Commission. The contractor agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with this RFQ at the stated unit prices.

Terms are Net 30. A prompt payment discount of _____% is offered for all payments made within _____ days after receipt of a valid invoice at FW Accounts Payable Department. *Note, offers of prompt payment discounts will not be considered in evaluating this solicitation.*

ADDENDA

Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

PRICING			
Chemical	Delivery Days ARO	Manufacturer	Brand
Methanol			

	1.88	Escalating/Deescalating Acquisition Cost per Gallon *
+		Freight Cost per Gallon
+		Mark Up per Gallon
=		Total Cost per Gallon
x	30,000	Estimated Gallons
	\$	Total Projected Cost

*MPP SCC rate on 2/3/14 used for bidding purposes. Rate will adjust based on the rate at time of order placement.

SUBMITTED BY: _____
 VENDOR NAME: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____
 AUTHORIZED SIGNATURE: _____