

**TOWN OF LEESBURG
25 WEST MARKET STREET
LEESBURG, VIRGINIA 20176**

**INVITATION FOR BID NO. 100313-FY17-03
SNOW REMOVAL SERVICES**

ISSUED: AUGUST 4, 2016

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



**TOWN OF LEESBURG
ADVERTISEMENT FOR BID**

**IFB NO. 100313-FY17-03
SNOW REMOVAL SERVICES**

The Town of Leesburg, Virginia will accept SEALED BIDS for the above titled project at the First Floor Lobby Receptionist, located at 25 West Market Street, Leesburg, VA 20176, **UNTIL BUT NO LATER THAN 3:00 p.m., Thursday, August 25, 2016.** Bids will be publicly opened and read aloud at 25 West Market Street, Lower Level Conference Room 2, at that date and time.

Bids shall be marked "Sealed Bid for Snow Removal Services Bid Date: Thursday, August 25, 2016 – 3:00 P.M."

A non-mandatory pre-bid meeting will be held at 10:00 a.m. on Tuesday, August 9, 2016 in the Lower Conference Room 2 located at 25 West Market Street, Leesburg, VA 20176. While attendance is not mandatory to bid, interested bidders are encouraged to attend.

All questions regarding this bid must be submitted in writing via email to CapitalBidQuestions@leesburgva.gov until but no later than 5:00 P.M. on Friday, August 12, 2016.

The Work includes providing labor, equipment, and materials necessary to clear snow from Town owned public streets and right-of-way, and all incidentals related thereto.

The Town reserves the right to award multiple contracts, and to perform all, part, or none of the work.

Bid Documents are available for download from the Town's Bid Board at <http://www.leesburgva.gov/bidboard> and may be obtained beginning Thursday, August 4, 2016. Contact Cindy Steyer at 703-737-2302 or csteyer@leesburgva.gov with questions about obtaining these bid documents. **Any addenda issued for this project will be posted on the Town's Bid Board and eVA Virginia's eProcurement Portal (<https://eva.virginia.gov>).**

Renée LaFollette, P.E., Director
Department of Public Works & Capital Projects

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I. PURPOSE

The Town of Leesburg (herein referred to as “Town”) is soliciting bids from qualified firms with experienced, licensed operators to provide all labor, equipment, and materials necessary to perform snow and ice removal services on Town maintained primary, secondary, and subdivision roads throughout the Town of Leesburg. Snow Removal Season is defined as November 1st of each year through April 30th of the following year.

A firm who submits a bid in response to this Invitation for Bids (IFB) is referred to as a “Bidder” and a Bidder 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 IFB states the instructions for submitting bids, 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.

This solicitation includes eight (8) individual bid lots as outlined in the Contract Specifications and identified accordingly on the Bid Pricing Schedule. Bidders may offer equipment for more than one (1) Lot. However, **in order to be responsive, Bidders shall offer all of the Snow Removal Equipment and Operators listed within each lot bid and in the quantities indicated.** Bidders providing a bid on more than one (1) Lot within the Town of Leesburg shall have a sufficient number of pieces of Snow Removal Equipment and Operators for each Lot bid. No Bidder shall be awarded multiple Lots using a single piece of Equipment.

II. CONTRACT SPECIFICATIONS

A. SCOPE OF WORK

1. The Contractor shall provide the snow removal equipment listed with experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation. The work will consist of, but not be limited to, snow and ice removal from Town maintained roadways. Work shall be performed on an as-needed basis on both primary, secondary and subdivision routes throughout the Town of Leesburg.
2. In order to be responsive, Bidders shall offer all of the Snow Removal Equipment and Operators listed within each lot bid and in the quantities indicated. Bidders providing a bid on more than one (1) Lot shall have a sufficient number of pieces of Snow Removal Equipment and Operators for each Lot bid. No Bidder shall be awarded multiple Lots using a single piece of Equipment.

B. SPECIFICATIONS & STANDARDS

1. All work shall be performed following the direction given by the Town Contract Administrator, or designee.
2. All work performed shall be in conformance with the Virginia Work Area Protection Manual (VWAPM), dated 2011 or latest edition.
3. The Contractor’s equipment and personnel shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards. The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations.
4. Contractor shall be in full compliance with all applicable Federal Motor Carrier Safety Administration requirements, laws and standards.
5. Contractor shall be in full compliance with all applicable Virginia State Inspection and Licensing requirements, laws and standards.

C. EQUIPMENT DESCRIPTIONS

1. All of Contractor's equipment shall meet the requirements listed below. The type of equipment required for each lot is outlined on each bid line.

<p>a. <u>4 Wheel Drive/Single Axle Vehicles:</u> 4WD/Single-Axle vehicles shall be equipped with a snow plow of a minimum of 7 ½ feet in length and a chemical spreader with a minimum of 2.5 cubic yard or equivalent material capacity.</p>
<p>b. <u>Single Axle Vehicles:</u> Single axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and a chemical spreader with a minimum of 5 cubic yard or equivalent material capacity.</p>
<p>c. <u>Single, Tandem and Multi-axle Vehicles:</u> Single/Tandem/Multi-axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of eight (8) cubic yards or equivalent material capacity, or the ability to be equipped with a Town plow and/or spreader.</p>
<p>d. <u>Backhoes:</u> Each Backhoe shall be equipped with a minimum 1.0 cubic yard bucket.</p>
<p>e. <u>Rubber Tire Loaders:</u> Each Rubber Tire Loader shall be equipped with a minimum 3.0 cubic yard bucket.</p>
<p>f. <u>Skid Steer Loaders:</u> Each Skid Steer Loader to be equipped with a minimum .25 cubic yard bucket</p>
<p>i. <u>Supervisor Vehicles:</u> Each supervisor's vehicle shall be a pickup or SUV and be equipped with appropriate rotating amber lights and means of communicating with their operators. Four-wheel drive is required.</p>

D. EQUIPMENT REQUIREMENTS

1. Bidders shall possess or have available, at the time of bid closing, and throughout the term of the contract, the vehicles and equipment necessary to perform the work under the terms of this contract. The equipment offered by the Bidder shall be of equal size, or larger, as specified on the Pricing Schedule and within the specifications of this IFB, suitable for the intended purpose and provide the same or approved equal specifications and capabilities. For each piece of equipment offered, the Bidder shall provide an experienced, licensed, and qualified operator. The Town in its sole discretion shall determine whether the equipment offered by the Bidder is considered equal to that named herein. All bidders shall include a completed **Attachment A, Vendor Qualification/Equipment Inventory Certification Form**, with their bid. Each piece of equipment to be utilized under this contract, the year, make, model, identification number, capacity and complete description must be listed on **ATTACHMENT A**, this includes any proposed subcontracted, leased or rented equipment.
2. **Bidders shall offer 100% of the required equipment type and quantity as stated for each line within each lot bid. Bidders may offer equipment for more than one lot provided that the Bidder can simultaneously provide all of the required equipment for each lot bid. Failure to offer 100% of the required equipment type and quantity will result in the bid being determined as non-responsive.**
3. When equipped with a chemical spreader, the truck shall have the tail lights visible and not blocked by the spreader chute. The Contractor shall be responsible for ensuring the spreader is working properly, that all warning signs are kept cleaned so that they can be read easily, and that all warning lights are operational at all times.

4. The Contractor shall calibrate the flow on all chemical spreaders to operate as directed by the Town, so the proper amount of abrasive is applied to the road surface. The Town reserves the right to test calibration and require the Contractor to make adjustments as needed during each snow event and throughout the snow removal season. The spreader gate chute shall be equipped to be raised or lowered by handle when off-loading material. Spreader valve control box shall function independently to increase or decrease the speed for the drag chain and spinner.
5. The Contractor shall ensure each spreader is equipped with a prismatic lens sheeting sign, mounted and clearly visible, on the rear of the spreader which reads **KEEP BACK 100 FEET**.
6. The Contractor shall be responsible for providing cutting edges/blades for their plows. The Contractor may be required to replace plow blades at the direction of the Town.
7. Each snow plow shall be capable of being turned remotely so that snow may be windrowed or plowed to the left or to the right of the truck.
8. All Contractor-owned trucks, including four-wheel drive vehicles, shall be equipped with auxiliary headlights so they are visible and may operate safely when equipped with a plow. Auxiliary lights must be visible when the plow is in the “up” position.
9. If the Contractor changes or reconfigures any piece of snow removal equipment, those changes shall be in accordance with the equipment manufacturer’s recommendation and with Town approval. Any changes may be subject to re-inspection at the discretion of the Town.
10. All Equipment shall be in good mechanical condition.
11. Per the Current Virginia Work Area Protection Manual each vehicle involved in a mobile operation shall be equipped with at least one rotating amber light or high intensity amber strobe light **visible 360 degrees**. Vehicle hazard warning lights shall not be used instead of rotating lights or strobe lights, but as a supplement. The amber warning lights shall meet the Requirements referenced in the 2011 Virginia Work Protection Manual, or current edition.
12. All Contractor vehicles used under this contract shall have a current state vehicle inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV, State and Federal regulations regarding the conditions, safety and operations of the requested vehicles.
13. The name of the Contractor’s company shall be displayed on both sides of all work vehicles while on Town right of way.
14. The Contractor shall be responsible for properly securing all equipment and materials on their vehicles at all times.
15. No subcontracted equipment shall be used for snow removal operations that has not previously been evaluated and included on **ATTACHMENT A, Vendor Qualification/ Equipment Inventory Certification Form, under #10**.
16. The Contractor shall provide tire chains when needed for all Contractor’s equipment including loaders and graders.
17. In the event a Contractor’s vehicle gets stuck, the Contractor shall immediately notify the Town Superintendent. The Contractor shall be solely responsible for rescuing their equipment should it become stuck. No payment will be authorized until the vehicle is back in operating status. Payment will only be made for vehicles in service.

18. In the event a Contractor's equipment breaks down, the Contractor shall immediately notify the Town Superintendent. The Contractor shall be solely responsible for repairing their equipment should it break down. No payment will be authorized for that piece of equipment until it is back in operating status. Payment will only be made for vehicles in service.
19. The Contractor shall have all equipment fully operational, equipment evaluations completed, and ready to mobilize no later than October 31st of each renewal period.

E. EQUIPMENT EVALUATIONS

1. Prior to the Notice of Award, each piece of offered equipment listed on ATTACHMENT A will be reviewed and evaluated by Town personnel. The equipment evaluation is one component of the bid evaluation criteria and its purpose is to ensure that the Bidder's offered equipment is available at the time of bid closing, and meets equipment requirements and specifications as stated herein.
2. Equipment evaluations will be conducted in accordance with the specifications outlined in this IFB, the Contractor's equipment as presented and listed on ATTACHMENT A, Vendor Qualification/Equipment Inventory Certification Form, and basic safety criteria listed on the Equipment Evaluation Checklist. The Sample Vehicle Checklist is included as an example of the evaluation criteria to be included on the Equipment Evaluation Checklist. The Town reserves the right to reject any piece of equipment that does not meet the requirements, specifications or evaluations as stated herein.
 - a. The date, time, and location of the pre-award equipment evaluation will be determined by the Town. The Contractor shall present the offered equipment fully rigged with operational snow removal equipment on the scheduled date(s) of the inspection.
 - b. Substitution of equipment offered on ATTACHMENT A will **NOT** be considered by the Town prior to equipment evaluation and/or the issuance of the Notice of Contract Award.
 - c. The Town's evaluation of Contractor's equipment does not absolve the Contractor of its responsibilities to be in full compliance with all applicable Federal Motor Carrier Safety Administration Regulations, Virginia State Inspection and Licensing requirements, laws and standards.
3. Rescheduling Equipment Evaluation:
 - a. If a scheduling conflict arises after the evaluation is scheduled, the Town reserves the right to allow rescheduling of the initial date not to exceed three (3) business days from the original scheduled date.
4. Second Equipment Evaluation:
 - a. The Town may consider a Bidder's request for a second evaluation of any piece of equipment offered on ATTACHMENT A that requires only minor corrective action in order to pass the evaluation. Minor corrective action includes, but is not limited to replacement of bulbs, lamps, windshield wipers, plow blades, tires, and/or signage only. The Town reserves the right to reject a second evaluation request.
 - b. Upon approval by the Town, the Bidder shall present all equipment that was approved for a second evaluation within two (2) business days from the date of the original evaluation. The Bidder will have only one opportunity for a second evaluation, no additional equipment evaluations will be considered.
5. Subsequent Renewal Evaluation: The date, time, and location of equipment evaluation for renewals will be determined by the Town. The Contractor shall present the approved equipment fully rigged and operational on the scheduled date(s) of the evaluation for renewal. If a scheduling conflict arises after renewal evaluation is scheduled, the Town reserves the right to allow a rescheduling of renewal evaluation date not to exceed three (3)

business days from original date. Evaluations shall be completed no later than October 31st of each renewal period.

F. AUTOMATIC VEHICLE LOCATION (AVL) EQUIPMENT

AVL technology will help locate snow removal vehicles and equipment, document hours at work, miles traveled and provide the ability to locate vehicles in the event of an emergency. The ability to easily locate snow removal equipment improves the Town's ability to manage and deploy resources to "hot spots" and high priority areas during a severe weather event.

1. **The use of Town-approved Automatic Vehicle Location System is a Mandatory requirement that the Contractor shall comply with. This requirement applies to all snow removal vehicles with the exception of heavy equipment and supervisor vehicles.**
2. The Town will provide and install AVL equipment in each of the Contractor's vehicles prior to November 1 of each contract year.
3. If the Contractor should substitute or change equipment (with Town approval) for any reason during the Snow Removal Season, the Town will require that the AVL installed in the equipment being changed out is returned to the Street Superintendent for installation in the replacement truck. This removal and re-installation will occur as soon as practical and prior to the truck being entered into service for snow removal.
4. All AVL equipment will be removed at the end of the snow season at a time scheduled by the Town. **If the contractor does not present equipment for the removal of the AVL equipment, liquidated damages in the amount of \$25 per day plus cost of the AVL unit will be deducted from the last invoice presented for payment.**

G. SUBSTITUTION OF EQUIPMENT

1. The Town will only consider substitution of equipment offered on ATTACHMENT A after Contract award.
2. Equipment changes or substitutions will only be considered for equipment that is considered comparable to the original offered equipment (example: replacing a broken down or traded Tandem truck with an operable or different Tandem truck).
3. The Contractor shall obtain Town approval for any proposed substituted equipment prior to placing that equipment in operation.
4. All proposed substituted equipment will be subject to evaluation by the Town prior to approval.
5. The Contractor shall submit a revised ATTACHMENT A, Vendor Qualification/Equipment Inventory Certification Form to the Town's Contract Administrator after equipment evaluation and substitution has been approved by the Town Contract Administrator or designee.

H. OPERATOR REQUIREMENTS

1. Operators shall possess the knowledge, skills, and abilities to perform all aspects of the operation of the equipment and to follow the practices and methods of snow removal used by the Town.
2. Operators shall be at least eighteen (18) years of age and capable of working days and nights. No minors under the age of 18 will be allowed on the Town work site(s), to include in the Contractor's vehicle when and where snow removal services are being performed under this contract.

3. The Contractor shall provide experienced, licensed operators, to include relief operators to ensure a continuous 24 hour operation as directed by the Town. **Failure to provide a continuous 24-hour operation may result in liquidated damages in the amount equal to the Contractor's standby rate. Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle laws and regulations.**
4. The Contractor shall provide properly licensed operators. When required by the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements and shall have this license and their medical card on their person during operations of the vehicle. Failure to comply constitutes unsatisfactory performance and may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section N. Default of the General Terms and Conditions. The Town reserves the right to check driver's licenses and medical cards at any time during snow and ice removal operations and the validity of the license with Virginia's Department of Motor Vehicles at any time during the contract period.
5. The Contractor shall ensure that operators are instructed not to exceed the Town recommended speed during snow removal operations. Operators shall not create excessive slush spray from plows across lanes. High speeds do not allow for proper salt application, creates a safety issue for traveling public, and may damage Town assets. Speed may be tracked by AVL units and be monitored by the Town to ensure safe and efficient snow removal operations.
6. Contractor shall ensure their operators are instructed to use caution when plowing around Town assets (guardrails, curbs, walls, shoulders, etc.). Damage caused to Town assets shall be repaired by the Contractor, at the Contractor's sole expense. (Reference: Section 29. Work Site Damages of the Special Terms and Conditions)
7. To ensure the overall safety of all personnel and the traveling public, operators must be able to understand and communicate effectively in English. Operators must have a good working knowledge of the Town of Leesburg's road system. Operators must be capable of understanding instructions in English for safe and effective operations.
8. Operators shall be capable of adjusting the gates on the spreader to the correct calibration, start and stop the engine on the spreader, and turn the snow plow. The operator shall be capable of operating all features on the truck including the spreader and snowplow.
9. The operator shall be responsible for reporting any problems or breakdowns to the Contractor's supervisor immediately.
10. The Contractor shall be responsible for establishing schedules so that any individual operator is not permitted to **work more than 14 consecutive hours** (to include stand-by hours) without having at least a 6-hour break. If the duration of the snow event requires it, the Contractor shall ensure that properly trained and licensed relief operators are available to sustain an around-the-clock operation.
11. The Contractor shall ensure that all operators and equipment comply with all OSHA and VOSH Standards, MUTCD and Town safety rules as they apply to snow removal operations and not create any hazardous conditions. Necessary safety supplies and equipment, shall include, but is not limited to, hard hats and safety vests. Safety attire shall be in accordance with the current Virginia Work Area Protection Manual. (Reference: Section 21. Safety and Health Standards of the Special Terms and Conditions). Failure to comply constitutes unsatisfactory performance and may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section N. Default of the General Terms and Conditions.

12. All operators and supervisors shall possess a cellular phone when performing work under this contract. The cellular contact number for the operator and supervisor of each vehicle shall be provided to the Town Shift Supervisor at each check-in for a snow event.
13. All Contractor operators will be provided with a Town radio for communication with other Town drivers. It is the Contractors responsibility to turn the radio in at the end of each shift.

I. SUPERVISOR REQUIREMENTS

1. The Contractor shall provide one (1) supervisor, per shift, with a pickup truck or SUV vehicle, mobile phone and means of communicating with the operators for every four (4) or multiple of four (4) pieces of equipment per lot during each snow removal operation. If less than four (4) pieces of equipment are used, Contractor shall designate one of the operators as supervisor and they shall be considered the Town point of contact during snow removal operations.
2. Supervisors shall be responsible for completing the Sign In Sheet with the Town Shift Supervisor when reporting for a snow event. The Sign In Sheet will document the equipment and supervisors reporting, the stand by and push time for each piece of equipment and the end time for each snow event. At the conclusion of the snow event the Supervisor shall review the Sign In Sheet with the Town Shift Supervisor for accuracy. The Supervisor and the Town Shift Supervisor will sign the Sign In Sheet to verify the times worked. This Sign In Sheet along with the AVL logs will be used to verify Contractor's invoices.
3. Supervisors shall ensure their snow removal operation is efficient and effective. The Contractor's supervisor shall report to Town's shift supervisors and relay directions and information to the operators. Constant and accurate communication is paramount to ensure snow removal operations provide safe travel for the traveling public.
4. Supervisors shall be responsible for reporting any piece of equipment that is out of service to the Town Shift Supervisor as soon as the equipment becomes inoperable.
5. Supervisors shall ensure each operator has the necessary equipment, know their assigned routes, and perform the work according to Town best practices. The best practices and route review will be presented at the snow removal training sessions conducted by the Town.
6. Supervisors shall patrol and inspect the Contractor's assigned routes and shall report the road conditions to the Town Shift Supervisor. The Contractor's supervisor shall be capable of recommending when the roadway should be treated and/or plowed.
7. Supervisors must be able to effectively communicate with Town personnel and the Contractor's operators in English. Supervisors shall be capable of articulating and demonstrating the contract requirements and snow removal operation instructions in English.
8. Supervisor shall log time worked for each piece of equipment, on the Town Sign In/Sign Out sheet. This shall include the supervisor with vehicle.
9. The Contractor's supervisor cannot serve as the mechanic to keep the Contractor's equipment operational. The supervisor cannot be an operator or driver for the Contractor's equipment or in any other capacity other than supervisor, if more than six (6) pieces of equipment are being utilized.

J. TRAINING REQUIREMENTS

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

2. All training shall be completed by the scheduled dates determined by the Town for the initial contract period and by November 1st of each subsequent renewal term.
3. Drivers and Supervisors that attend the training shall be the Contractor's staff that is expected to show up for all call-ins for snow removal required during the contract term.

K. MOBILIZATION LEVELS

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

L. MATERIALS/CHEMICALS SUPPLIES

1. The Town will furnish all sodium chloride (road salt), liquid chlorides, brine, and abrasives, which shall be obtained at the Town shop where materials are stored.
2. The Town will load all materials into Contractor's equipment utilizing a loader.
3. The Town will monitor materials quantities for reasonable use.
4. Materials that remain on the Contractor's equipment at the end of a snow event shall be accounted for and returned to the Town shop.

M. GENERAL CONTRACT REQUIREMENTS

1. The Contractor shall not perform, or offer to perform, any snow removal operations to any private individuals, firms, or corporations utilizing equipment that has been evaluated and approved for use under this contract. This includes listing the same equipment for use in snow removal operations in other areas of the Town or for Homeowner Associations or other businesses.
2. Contractor is expected to provide the same level of snow removal operations that the Town provides with its own forces. These expectations include but are not limited to:
 - a. Plowing and chemical application shall produce bare pavement in all lanes, gore areas, and intersections.
 - b. Shoulder areas shall be clear and passable.
 - c. Tandem plowing operations shall be used to remove snow from curb to curb including multi lanes in a single direction.
 - d. The above conditions must be sustained until equipment is released by the Town.
3. The Contractor shall provide a mechanic, at no additional cost to the Town, who will be available or on call during snow removal operations to keep Contractor's equipment in proper working condition with minimal down-time, in case of break downs. If the Town mechanics are utilized during a storm event, Contractor will be charged for all labor hours and any materials used.
4. The Contractor is responsible for providing fuel for their contract vehicles. Vehicles shall report at call-in with a full tank of fuel to begin snow clearing operations.
5. The Bidder shall complete and submit **Attachment B Normal and Emergency Contacts** to provide a list of their primary and emergency contact information related to this contract. This list shall include, but is not limited to, company contact names, telephone numbers, and

email addresses for Town usage anytime to include routine business hours, weekends, nights, and holidays. Changes or updates to **Attachment B** shall be submitted to the Town Contract Administrator as changes occur during the winter season to ensure that the Town has a means to contact the Contractor before and during snow events.

6. At the conclusion of the snow event, the Contractor shall demonstrate that all assigned areas are cleared and work was performed as instructed and specified within the contract. Any deficiencies shall be promptly corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
7. The Town has a standard of zero tolerance for all acts or threats of violence in the workplace or work location. The Town will not tolerate any behavior by any employee, contractor, former employee, customer or any other person, which poses a threat to the safety and security of any Town employee while performing work. Any threat or act of violence will be taken seriously, handled expeditiously, and dealt with appropriately, which may include disciplinary action, termination, arrest, and prosecution. Unauthorized possession or use of firearms, or other dangerous weapons is prohibited.

N. ADDITIONAL USERS/EQUIPMENT ASSIGNMENTS

The need to divert equipment and personnel to another area will be at the sole discretion of the Town. Once the Contractor has satisfactorily completed work in their primary assignment area, the Contractor may be offered the option of assisting in other Town areas prior to the release of their equipment. If the Contractor agrees, Contractor's reassignment to other areas in the Town will be coordinated by the Town's Contract Administrator, shift supervisor or designee. The Town reserves the right to add additional equipment and manpower as deemed necessary.

O. METHOD OF ORDERING WORK/RESPONSE REQUIREMENTS

1. The Town's Contract Administrator, Shift Supervisor or designee will contact the Contractor's listed number at the beginning of the snow event as notification to report to the assigned area with their equipment. The Contractor is responsible for insuring that current contact numbers are provided to the Town and kept up to date.
2. The Town will give the Contractor as much advance notice as possible, however the Contractor shall be able to report to the Town shop within 2 hours of notification. The Town will establish and advise the Contractor of the reporting time during the call-in notification.
3. The Contractor's equipment and operators shall report to the Town shop at the time established for reporting during the call-in notification. In the event the Contractor is unable to report at the established time for reporting, the Town reserves the right to consider and grant additional time on a case by case basis. Additional reporting time will be granted at the sole discretion of the Town.
4. Upon reporting to the Town shop, the Contractor's supervisor will sign in utilizing a Town supplied Sign In Sheet to document the equipment and supervisors reporting.
5. If the Contractor fails to commence work at the mutually agreed upon time or fails to provide a continuous operation once work has commenced, liquidated damages will be assessed and a complaint will be filed against the Contractor which may lead to default in accordance with Section N. Default of the General Terms and Conditions.
6. At the conclusion of the snow event, the Contractor's operators and supervisor will report back to the Town shop and unload any unused materials per the Town's direction. The Supervisor will verify the push and standby time for each piece of equipment with the Town's Contract Administrator, Shift Supervisor, or designee. The Town Representative

and the Contractor's Shift Supervisor will both sign the Sign In Sheet to verify its accuracy.

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

P. REQUIRED EQUIPMENT AND ASSIGNMENT LOCATIONS BY LOT

Bidders shall offer all of the Snow Removal Equipment and Operators listed within each lot bid in the quantities indicated. Bidders providing a bid on more than one (1) Lot within the Town Of Leesburg shall have a sufficient number of pieces of Snow Removal Equipment and Operators for each Lot bid. No Bidder shall be awarded multiple Lots using a single piece of Equipment.

1. **LOT 1 (BID ITEM NO. 1)**

2ea. Multi-Axle vehicles equipped with a Town snow plow (11') and a Town chemical spreader (8 cy)

- One on Battlefield Parkway: Edwards Ferry to North King Street
- One on the By-pass.

2. **LOT 2 (BID ITEM NO. 2)**

2ea. Single or Tandem-axle vehicles to be equipped with a Town snow plow (11'), price with Town Plow

- One on King Street: North corporate limits to southern corporate limits
- One on Potomac Station, Crosstrail Blvd, Russell Branch (Rivercreek to Battlefield), Rivercreek (in Town), Fort Evans Road.

3. **LOT 3 (BID ITEM NO. 3)**

2 ea. Single or Tandem-axle vehicles to be equipped with a Town snow plow (11'), price with Town Plow

- One on Market Street
- One on Edwards Ferry Road

4. **LOT 4 (BID ITEM NO. 4)**

3 ea. Single or Tandem-axle vehicles to be equipped with a Town snow plow (11'), price with Town Plow

- One on Sycolin Road, Kincaid Blvd, Tavistock Dr, Miller Dr, Tolbert Lane, Hope Parkway, and Lawson Rd
- Two on Evergreen Mill Rd, Mason's Lane, Greenway Dr, Meade Dr, Clubhouse Dr, and Battlefield Pkwy (Evergreen Mill to Rte. 7)

5. **LOT 5 (BID ITEM NO. 5)**

6 ea. Four wheel drive, Single Axle Vehicles equipped with a snow plow of a minimum length of 7.5' and a minimum 2.5 cy spreader

6. **LOT 6 (BID ITEM NO. 6)**

Two (2) Backhoes, each backhoe shall be equipped with a minimum 1 cy bucket (will call for storms when calling for 18" or more snowfall)

7. **LOT 7 (BID ITEM NO. 7)**

Two (2) Rubber Tire Loaders, each loader shall be equipped with a minimum 3 cy bucket (will call for storms when calling for 18" or more snowfall)

8. **LOT 8 (BID ITEM NO. 8)**

Two (2) Skid Steer Loaders, each skid steer loader shall be equipped with a minimum 0.25 cy bucket (will call for storms when calling for 18" or more snowfall)

9. **LOT 9 (BID ITEM NO. 9)**

Four (4) single or tandem-axle vehicles to be equipped with an 11' plow. (Will call for storms when calling for 18" or more snowfall)

Supervisors Vehicles: A supervisor's vehicle will be required per 6 contracted trucks. The vehicle shall be a pick-up truck or SUV and be equipped with appropriate rotating amber lights and means of communicating with their operators. Four-wheel drive is required.

III. INVOICING AND PAYMENTS:

A. INVOICING

Invoices shall be submitted within one (1) week after each snow event has concluded. Invoices shall include the contract number, storm event number (assigned by the Town), purchase order number, equipment identification, itemized quantities, unit price, and extended costs based on the contract pricing schedule. Work completed will be verified in writing by a Town Representative and Contractor Foreman on the Town approved timesheet. A copy of the timesheets shall be submitted with invoice. No payment will be made for work still underway, in progress, or otherwise not satisfactorily completed. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

**Department of Public Works & Capital Projects
Town of Leesburg
25 W Market St
Leesburg, VA 20176**

B. PAYMENT SCHEDULES

Payment will be made (in accordance with the Virginia Prompt Payment Act) within forty-five (45) days after receipt of valid invoice, verification of satisfactory services received, and completion of work.

1. **PAYMENT FOR ACTIVE SNOW REMOVAL:**

The Town will pay the Contractor at the unit bid price per hour, per vehicle, for snow removal services performed on the roadway while in an active spreading and/or plowing operation. The hourly rate for each piece of equipment shall include the vehicle with snow removal equipment listed, experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation.

2. **STANDBY RATE:**

- a. The Town will pay the Contractor 50% of the hourly bid rate per hour for standby.
- b. Standby will be paid after the equipment is signed in and while waiting for snow and/or ice removal operations to begin. Standby periods are defined as any time the equipment is participating in the snow and/or ice removal operations but is not actually in the push and/or spreading mode such as loading and unloading of materials, waiting or staged on the road and any other assignment other than actual plowing and/or spreading operations.
- c. The Contractor will be paid a minimum of two (2) hours at the standby rate for each piece of equipment responding upon the Town's request in the event the storm fails to materialize or the snow event is cancelled.

3. **MOBILIZATION AND DEMOBILIZATION PAYMENTS**

- a. Mobilization is offered by the Town to offset the Contractor's cost associated with, but not limited to, equipment evaluation, rigging of snow removal equipment, planned pre-season and mobilization meetings, equipment, training, pre-rigging, and work involved in the preparation of the contract, and demobilization.
- b. Mobilization/Demobilization payment amounts listed below apply to each truck for each year of the contract for supplying all required equipment and will remain the same from contract award through any renewal periods. The CPI-U price increase/decrease allowance as defined within Section 20. Renewal of Contract of the Special Terms and Conditions **shall not apply** to the annual mobilization/demobilization payments.
- c. Mobilization/Demobilization will be paid in two installment payments of 50% each in accordance to the following schedule and eligibility criteria:

Equipment Description	Amount w/ Town equipment	Amount w/ Contractor equipment
4WD Single-Axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and a chemical spreader with a minimum of 2.5 cubic yard or equivalent material capacity .		\$1,250
Single Axle Vehicles: Single axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and a chemical spreader with a minimum of 5 cubic yard or equivalent material capacity.		\$1,500
Single or Tandem-axle Vehicles: Single/Tandem/Multi-axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of eight (8) cubic yard or equivalent material capacity.	\$750	\$1,750
Backhoes: Backhoe shall be equipped with a minimum 1.0 cubic yard bucket.		\$400
Rubber Tire Loaders: Rubber Tire Loader shall be equipped with a minimum 3.0 cubic yard bucket.		\$400
Skid Steer Loaders: Skid Steer Loader to be equipped with a minimum .25 cubic yard bucket		\$250

- d. **Mobilization:** The first payment will be 50% of the scheduled amount. This payment will be processed at the beginning of the snow removal season upon verification that all of the following requirements have been met. The Contractor shall submit an invoice for the appropriate Mobilization amounts no earlier than October 31st of each contract year. The Town will review and authorize payment no later than Dec. 31st.
- (1) Certificate of Insurance with required coverage and endorsement shall be submitted prior to contract award and then by October 31st of each renewal year for the Prime Contractor and each Sub-Contractor for each piece of equipment.
 - (2) Contractor's vehicles, rigged with snow removal equipment passed the annual Town evaluation prior to contract award and then by October 31st of each renewal year for the Prime Contractor and each Sub-Contractor for each piece of equipment.
 - (3) AVL equipment installed by the Town by October 31st of each contract year.
 - (4) Contractor shall provide an acceptable method of vehicle communication with the Town, and provide a written, updated list of contact numbers by October 31st of each contract year.
 - (5) The Contractor shall provide current copies of vehicle registrations for each piece of contracted equipment by October 31st of each contract year.
 - (6) Annual Supervisor and driver training was completed as required.
- e. **Demobilization:** The second payment will be the remaining 50% of the scheduled amount. This payment will be processed at the end of the snow removal season upon documentation that the following requirements have been met. The snow season will officially be over April 30th of each year. The Contractor shall submit an invoice for the appropriate Demobilization amounts no earlier than April 30 but no later than May 15th of each contract year.
- (1) Contractor's equipment, operators and supervisors reported for work as required or called for each storm that the Contractor was called in for.
 - (2) Work performed during the snow removal season is considered satisfactory.
 - (3) Contractor submitted final demobilization invoice by May 15.
- f. **Supervisor:** The Contractor will be compensated \$65.00 per hour, per Supervisor with vehicle, for supervision of Contractor's operators and equipment during plowing/spreading operations and standby periods. There will be no Mobilization or Demobilization payment paid for supervisor vehicles.

IV. **INSTRUCTIONS TO BIDDERS**

A. **QUESTIONS REGARDING THIS INVITATION FOR BID**

Any questions regarding this invitation for bid shall be addressed to CapitalBidQuestions@leesburgva.gov. Provide questions via email by 5:00 PM EST on Tuesday, August 16, 2016. Responses to all questions received shall be formally issued via an addendum and shall become a part of the Contract Documents. Oral instructions do not become a part of the Contract Documents. Bidders are responsible for checking the Town's Bid Board to obtain any addenda issued prior to submitting a bid in response to this IFB.

B. BID SUBMISSION:

The following documents **must be received in our office** no later than the closing date and time stated on the cover page.

The *entire bid package* with the signed cover page, acknowledgement of all addenda and any/all required signed attachments must be received in our office no later than the closing date and time stated in this IFB.

The IFB number and closing date should be clearly marked on the outside of the envelope. See Section 12. Identification of Bid Envelope of the Special Terms and Conditions.

C. RECEIPT OF BIDS / LATE BIDS:

It is the Bidders' responsibility to insure that his/her bid is received prior to or at the specific time and the place designated in the solicitation. Bids received after the date and time specified for receipt shall not be considered and will be returned unopened. Bids not received at the time and place designated, even if they are received at other Town offices or locations, will be deemed late, shall not be considered, and will be return unopened.

For instructions for Identification of Bid Envelope see Section 12. Identification of Bid Envelope of the Special Terms and Conditions.

Bids will be opened at the time and place stated in this solicitation and, their contents, per the Virginia Public Procurement Act will be made public for the information of bidders and others interested who may be present either in person or by representative. The Town personnel whose duty it is to open the bids will decide when the specified time has arrived.

No responsibility will be attached to any Town personnel for the premature opening of a bid not properly addressed and identified on the outside of a sealed envelope.

The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

D. BIDDING INSTRUCTIONS

In order to be responsive, Bidders shall offer all of the Snow Removal Equipment and Operators listed within each lot bid in the quantities indicated. Bidders providing a bid on more than one (1) Lot within the Town Of Leesburg shall have a sufficient number of pieces of Snow Removal Equipment and Operators for each Lot bid. No Bidder shall be awarded multiple Lots using a single piece of Equipment.

E. BASIS OF AWARD

The Town will make the award(s) on a **LOT TOTAL** basis to the lowest responsive and responsible bidder within each Lot. The Town reserves the right to conduct any test it may deem advisable and to make all evaluations. The Town also reserves the right to reject any or all bids, to award in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Town to be in its best interest.

F. CONTRACT TERM

The initial term of this Contract shall be for one (1) year beginning October 1, 2016 and ending on September 30, 2017. Upon mutual agreement of both parties, this contract can be renewed for up to four (4) consecutive one (1) year periods.

V. **GENERAL TERMS AND CONDITIONS:**

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Loudoun County. The Town and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** The Town shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin.

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Town, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS:** By participating in this procurement, the bidder certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Bidder further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- F. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.

G. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should submit it in writing to CapitalBidQuestions@leesburgva.gov no later than 5:00 P.M. on August 12, 2016. Include the IFB number and title in the subject line of the email. Any revisions to the solicitation will be made only by addendum.

H. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after approvable invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within ninety (90) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

3. The Town of Leesburg encourages contractors and subcontractors to accept electronic payments.
- I. **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.
 - J. **QUALIFICATIONS OF BIDDERS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services and furnish the goods and the Bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
 - K. **TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
 - L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.
 - M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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.
 2. The Town Contract Administrator may order changes within the general scope of the contract at any time by written 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, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Chief Procurement Officer of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Chief Procurement Officer's written decision affirming, modifying, or revoking the prior written notice. If the Chief Procurement Officer decides to issue a notice that requires an adjustment to compensation, 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. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or

savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within sixty (60) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due verbal or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and /or administrative costs. This remedy shall be in addition to any other remedies which the Town may have.
- O. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Leesburg must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Town is to be used in the contract). Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- P. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town will publicly post such notice on the eVA VBO (www.eva.virginia.gov) and at Town Hall and on the Town website for a minimum of ten (10) days.
- Q. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract

or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the 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, 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.

- R. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- S. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- T. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Bidder shall state bid prices in US dollars.
- U. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VI. **SPECIAL TERMS AND CONDITIONS:**

1. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor’s office and made available to the Town of Leesburg at reasonable times. Such evidence will be subject to audit and inspection at any time by the Town of Leesburg.
2. **AWARD:** The Town will make the award(s) on a **LOT TOTAL** basis to the lowest responsive and responsible bidder within each Lot. The Town reserves the right to conduct any test it may deem advisable and to make all evaluations. The Town also reserves the right to reject any or all bids, to award in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Town to be in its best interest.
3. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

4. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
5. **CANCELLATION OF CONTRACT:** The Town reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **CLAIMS:** The Contractor shall be responsible for resolution of any and all claims. Claims made to the Town as a result of this work will be referred to the Contractor for handling. The Contractor shall have seventy-two (72) hours to make initial contact with the claimant and shall provide written documentation of contact. Proof of resolution of claim must be in writing within ten (10) days of notification. Resolution may include, but is not limited to, proof of remuneration of claim or proof of claim being turned over to the Contractor's insurance. Contractor shall copy the Town on all correspondence to claimant for documentation of proper resolution. The Town may withhold payment from the final demobilization payment to the Contractor until the claim is resolved. Failure to properly respond to and resolve property claims constitutes unsatisfactory performance and may result in a Procurement Complaint being filed which may result in termination of the contract.
7. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's supervisors and employees shall carry a valid government issued picture identification card on them at all times when working on Town right of way, facilities, and/or grounds.
8. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. The Town shall be able to contact the foreman/supervisor within minutes.

The Contractor shall conduct his or her work so as to ensure the least possible obstruction to traffic and shall provide for the safety and convenience of the general public and residents along the highway to protect persons and property. All employees shall wear hard hats, safety vests, and steel toe shoes that comply with all applicable VOSHA/OSHA, ANSI and Town safety regulations while working on Town right-of-way. Workers will also be required to wear long pants and shirts with short sleeves as a minimum. All personnel shall have personal protective equipment such as safety shoes, flagging vests, safety glasses, etc. when necessary. Examples of clothing not considered appropriate include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and flagging vests with no shirt.

9. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, the Town reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
10. **EQUIPMENT/PERSONNEL CERTIFICATION:** The Bidder shall furnish a completed Vendor Qualification/Equipment Inventory Certification Form (Attachment A) with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described. The Contractor shall supply the quantity of personnel and type of equipment submitted on the certification. The Bidder shall possess or otherwise have available, at the time of bid closing, the equipment necessary to perform the work under the terms of this contract. The Town reserves the right to inspect any equipment submitted on the certification form prior to Notice of Intent to Award, and any time after award.

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

11. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and the Town does not guarantee that the contractor will perform the estimated quantities. At the Town's sole discretion, any or all of the quantities may be added or eliminated and by signing this bid, the bidder agrees that no claims for Contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.
12. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder Due Date Time

_____ _____
Street or Box Number IFB No.

_____ _____
City, State, Zip Code IFB Title

13. **INSPECTION OF JOB SITE:** The Bidder's signature on this solicitation constitutes certification that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Town.
14. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the Town work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
15. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
16. **PROPRIETARY INFORMATION:** All information submitted to the Town is subject to disclosure under the Freedom of Information Act (2.2-3700 et seq. of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (2.2-4300 et seq. of the Code of Virginia), for data or materials submitted as part of a procurement transaction that you believe are trade secrets or proprietary information, you must file:

- 1) a written request, either before or at the time the data or materials are submitted, that:
 - Invokes the protection of 2.2-4342 of the Code of Virginia
 - Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. (Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information; the identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection); and
 - States the reasons why protection is necessary, and a

- 2) redacted copy of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.

17. PROSECUTION OF WORK: During the prosecution of work, the Town Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.

18. QUALIFICATIONS OF BIDDERS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

19. RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:

Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Town of Leesburg Chief Procurement Officer for the purpose of an audit, special investigation, or any study requested by the Town in accordance with law may, subject to a determination by the Chief Procurement Officer as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Chief Procurement Officer to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Chief Procurement Officer, make a written request to the Chief Procurement Officer for the Town of Leesburg:

- invoking such exclusion upon submission of the data or other materials for which protection is sought;
- identifying with specificity the data or other materials for which protection is sought; and
- stating the reasons why protection is necessary.

The Chief Procurement Officer for the Town of Leesburg shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Town of Leesburg shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the Contractor will be responsible for all litigation costs incurred by Contractor and/or the Town associated with such litigation. In no event shall the Town of Leesburg or its officers, employees or agents be liable to the Contractor as a result of any disclosure of records or data collected by the Town, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Chief Procurement Officer, whether or not the Chief Procurement Officer has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Town of Leesburg, or its officers, employees, or agents be liable to the contractor for

any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

20. RENEWAL OF CONTRACT: This contract may be renewed by the Town for **four (4)** successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Town's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

1. If the Town elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **SERVICES** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **SERVICES** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

21. SAFETY AND HEALTH STANDARDS: It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

22. **SANITARY FACILITIES:** It is the responsibility of the Contractor to accommodate their employee's bathroom and/or relief breaks, if necessary, at no cost to the Town.
23. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the Bid Response Form provided.
24. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Town. In the event that the contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Town the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
25. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by the Town and, upon receipt of notice from the Town does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by the Town), the Town reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination the Town may procure the services from another contractor in accordance with Section N. Default of the General Terms and Conditions.
26. **TERM OF CONTRACT:** The initial term of this Contract shall be for one (1) year beginning October 1, 2016 and ending on September 30, 2017. Upon mutual agreement of both parties, this contract can be renewed for four (4) consecutive one (1) year periods.
27. **UNBALANCED BIDS:** If the unit prices in the bid are obviously unbalanced, either above or below the estimated cost as determined by the Town, the bid may be rejected as non-responsive at the Town's discretion.
28. **VEHICLE REQUIREMENTS:** All Contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on Town right of way. The Contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.
29. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment, facilities, finished surfaces, guardrail, curb and gutter, paved shoulders, drainage, mailboxes, driveways or any other Town or private property resulting from negligent work related to the performance of this contract shall be repaired to the Town's satisfaction at the contractor's expense. Claims made by the Town as a result of this work will be referred to the Contractor for handling. The Contractor shall have seventy-two (72) hours to respond to the Town and provide written documentation as to the Contractor's intended resolution. Resolution may include, but is not limited to, proof of remuneration of claim or proof of claim being turned over to the Contractor's insurance. The Town may withhold payment from an invoice and/or from the final demobilization payment to the Contractor until the claim is resolved. Failure to properly respond to and resolve damage claims constitutes unsatisfactory performance and may result in a Procurement Complaint being filed which may result in termination of the contract.

VII. SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2016, by and between the Town of Leesburg (hereinafter called the TOWN) and _____, a _____ Virginia Corporation (hereinafter called CONTRACTOR).

TOWN AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

1. **WORK**

1.1 The project's name is: Snow Removal Services, IFB No. 100313-FY17-03.

1.2 CONTRACTOR shall complete all Work as specified or indicated in the Invitation to Bid Documents. The Work is generally described as follows:

The Work includes providing labor, equipment, and materials necessary to clear snow from Town-owned public streets and right-of-way, and all incidentals related thereto.

2. **TOWN'S REPRESENTATIVES**

2.1 All references to the Town's Chief Procurement Officer shall mean: _____.

2.2 All references to the Town's Contract Administrator shall mean: _____.

3. **CONTRACT TIME AND LIQUIDATED DAMAGES**

3.1 Time of the Essence

A. All time limits for Interim Completion, Milestones, Substantial Completion, and Final Completion as stated in the Contract Documents are of the essence of the Contract.

B. Contract Time:

The Work to be performed under this Contract shall be defined as November 1st of each year through April 30th of the following year.

3.2 Liquidated Damages

A. The TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and the TOWN will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above, including any time specified in the General and Special Terms and Conditions. Contractor recognizes the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by the TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay the TOWN as follows:

a. For each day that the CONTRACTOR fails to provide a continuous 24-hour snow removal operation, the CONTRACTOR shall pay the TOWN liquidated damages in the amount of \$ _____.

b. For each day that the CONTRACTOR does not present equipment for the removal of the AVL equipment, the CONTRACTOR shall pay the TOWN

liquidated damages in the amount of **\$25.00.**

B. CONTRACTOR hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on the ground that such liquidated damages are void as penalties or are not reasonably related to actual damages.

C. TOWN may recover liquidated damages by deducting the amount owed from progress payments, final payment or retainage.

4. **CONTRACT PRICE**

4.1. *[If Fixed Price]* In consideration of the Performance of the Contract, the TOWN agrees to pay the Contractor as compensation for his services the firm, fixed price of: _____ Dollars and _____ Cents (\$ _____).

4.2 *[If Unit Price]* In consideration of the Performance of the Contract, the TOWN agrees to pay the Contractor as compensation for his services in accordance with the Bid Form and Contract Documents, which are included as Exhibits to this Agreement, an amount equal to the sum of the itemized prices as shown for each item of work multiplied by the actual quantity of each item completed:

A. Total Computed Price used for Comparison and Award:

(Words)

\$ _____
(Figures)

All specific cash allowances are included in the above price and have been computed to include the Contractors profit, overhead, all furnishing and installation charges.

This is a unit price contract and the estimated quantities are not guaranteed and are given only as a basis of calculation for comparing and awarding the project. The determinations of actual quantities and classifications are to be made by Town's Contract Administrator, as provided in Section 11 Estimated Quantities of the Special Terms and Conditions. The Total Computed Price used for Comparison and Award will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately defined item times the estimated quantity for each item as indicated on the bid form. Notwithstanding the language of this paragraph, the contract price shall not exceed \$_____without further authorization.

5. **INTEREST**

5.1 The rate of interest charged shall be the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used.

6. **CONTRACT DOCUMENTS**

6.1 The Contract Documents which comprise the entire Agreement between TOWN and CONTRACTOR concerning the Work are defined as follows:

A. This Agreement (pages 1 to _____, inclusive);

- B. Insurance Certificate (pages 1 to _____, inclusive);
- C. Invitation for Bid (pages 1 to _____, inclusive), including the General and Special Terms and Conditions;
- D. Specifications as referenced in the Project Manual.
- E. Addenda
- F. Exhibits to this Agreement (enumerated as follow):
 - 1. Notice to Proceed
 - 2. CONTRACTOR'S Bid
 - 3. Documentation submitted to TOWN by CONTRACTOR prior to Notice of Award
- G. Deliverables issued on or after the effective date of the Agreement and are not attached hereto:
 - 1. Written Amendments
 - 2. Work Change Directives
 - 3. Change Orders

7. **NOTICE**

The term "Notice" as used herein shall mean and include written notice. Any legal notice by any party shall be deemed to have been duly given if either delivered personally or enclosed in a registered, postage paid envelope addressed to:

The TOWN:

The Town's Contract Administrator:

The CONTRACTOR:

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed two (2) copies of this Agreement. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR.

TOWN OF LEESBURG
 25 W Market St
 Leesburg, VA 20176

CONTRACTOR

By _____
 Town Manager

By _____
 President

Date _____

Date _____

License No: _____

[CORPORATE SEAL]

Approved as to Form:

Town Attorney

Resolution authorizing execution
of Agreement is attached hereto.

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

VIII. SAMPLE VEHICLE CHECKLIST

TOWN OF LEESBURG

Snow Removal Service - Vehicle Checklist

Date / Time Evaluation Scheduled _____ Date / Time Evaluation Re-Scheduled _____

Contractor Name _____	Phone No. _____
Address _____ City _____ State _____ Zip _____	
Sub-Contractor Name _____	Phone No. _____
<u>Vehicle/Equipment Information:</u>	
Type _____	Year _____ Make _____ Model _____
Plow Length _____ Spreader Capacity _____	
Vehicle VIN No/Equipment Serial # _____ State Inspection Mo/Yr _____	
AVL New _____	AVL Previous _____ AVL Unit Serial No. _____
Rigging New _____	Rigging Previous _____
AVL Unit Must Be Purchased and Activated/Reactivated by <u>October 31, 2015</u> Evaluation Date _____	

TO BE COMPLETED BY TOWN

<u>VERIFICATION OF CONTRACTOR / VEHICLE INFORMATION ABOVE</u>	(Mark with X if information is completed)
<input type="checkbox"/> Contractor Info <input type="checkbox"/> Sub-Contractor Info <input type="checkbox"/> Vehicle Info <input type="checkbox"/> AVL Info	

VEHICLE BASIC CONDITION CHECK LIST

ITEM	OBSERVATION/SUGGESTIONS	YES/NO	COMMENTS	DATE RE-EVALUATED
Windshield	Major cracks/shattering that would not pass a safety inspection?			
Wipers	Operating properly and adequate blades?			
Cab/Dash	Free of debris that could cause distraction?			

Mirrors	Clean and not cracked?			
Doors/Windows	Working correctly, not broken?			
Bed	Level, free of dents, damage, debris or other obstructions?			
Lights	None broken, working properly, visible around spreader/plow?			
Back-up Alarm	Working when vehicle in reverse?			
Horn	Functioning?			
Fluid Leaks	Extreme dripping, fumes, spillage to indicate fuel or antifreeze leaks?			
TOWN CONTRACT REQUIREMENTS				
AVL Unit working	Power on?			
Identification Placard	Displayed on both sides of vehicle? Correct information?			
Contractor Plow	Installed working properly?			
Plow Lights	Visible when plow in "up" position?			
Auxiliary Light	Flashing, amber, visible 360 degrees?			
Contractor Spreader	Installed, working properly, no leaks, secured to vehicle at 4 points?			
"Keep Back 100 FT"	Sign installed on spreader?			

Date Evaluated _____ Evaluated by _____ Contractor Initials _____

Note: This check list does not replace any other legally required inspection or vehicle certification. It is intended to identify compliance with Town's contract terms and conditions and to alert Town staff and contractor to any potential problems that MAY require further attention or could cause a safety issue during an event.

**TOWN OF LEESBURG, VIRGINIA
OFFICE OF CAPITAL PROJECTS
25 WEST MARKET STREET
LEESBURG, VIRGINIA 20176
IFB NO. 100313-FY17-03**

**BID FORM, PAGES 35 THRU 42
SUBMIT A SIGNED BID FORM BY MAIL OR IN PERSON TO
RENEE LAFOLLETTE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS & CAPITAL PROJECTS**

FORMAL BIDS WILL BE DUE NO LATER THAN **3:30 p.m., Thursday, August 18, 2016**

THE UNDERSIGNED CERTIFIES THAT (CONTRACTOR NAME):

_____ IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE CODE OF VIRGINIA. CERTIFICATE NUMBER _____ WAS ISSUED ON THE _____ DAY OF _____, _____. THE UNDERSIGNED FURTHER CERTIFIES THAT THE REGISTRATION FEE AND ALL RENEWAL FEES REQUIRED UNDER LAW HAVE BEEN PAID. THE CONTRACTOR AGREES TO FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND ALL THINGS NECESSARY TO PERFORM THE WORK AS SET FORTH IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AT THE FOLLOWING PRICES: (ALL PRICES INCLUDE PROVISION AND INSTALLATION).

<u>SUBMITTED BY:</u> VENDOR NAME:	
ADDRESS:	
CITY/STATE/ZIP:	
AUTHORIZED SIGNATURE:	
PRINT NAME AND TITLE:	
TELEPHONE NO:	FACSIMILE NO.:
STATE CORPORATION COMMISSION ID#	
TAX ID NUMBER (FIN/SSN):	VA. CONTRACTOR LICENSE #:
THIS FIRM IS A: (INSERT NAME OF STATE): _____	
___ CORPORATION	• ___ LIMITED PARTNERSHIP
___ GENERAL PARTNERSHIP	• ___ UNINCORPORATED ASSOC.
___ LTD LIABILITY COMPANY	• ___ SOLE PROPRIETORSHIP
E-MAIL ADDRESS:	LEESBURG BPOL #:

ADDENDA ACKNOWLEDGEMENT

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

Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____

Dated: _____
Dated: _____
Dated: _____
Dated: _____
Dated: _____

PRICING SCHEDULE

LOT 1 (BID ITEM NO. 1)

2ea. Multi-Axle vehicles equipped with a Town show plow (11') and a Town chemical spreader (8 cy)

- One on Battlefield Parkway: Edwards Ferry to North King Street
- One on the By-pass.

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
1	Multi-Axle Vehicles (With Town Plow and Town Spreader)	2	EA		
TOTAL LOT 1					

LOT 2 (BID ITEM NO. 2)

2ea. Single or, Tandem-axle vehicles to be equipped with a Town snow plow (11'), price with Town Plow

- One on King Street: North corporate limits to southern corporate limits
- One on Potomac Station, Crosstrail Blvd, Russell Branch (Rivercreek to Battlefield), Rivercreek (in Town), Fort Evans Road.

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
2	Single or Tandem-axle vehicles (with Town Plow)	2	EA		
TOTAL LOT 2					

LOT 3 (BID ITEM NO. 3)

2 ea. Single or, Tandem-axle vehicles to be equipped with a Town snow plow (11')

- One on Market Street
- One on Edwards Ferry Road

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
3	Single or Tandem-axle vehicles (with Town Plow)	2	EA		
TOTAL LOT 3					

LOT 4 (BID ITEM NO. 4)

3 ea. Single or Tandem-axle vehicles to be equipped with a Town snow plow (11'), price with Town Plow

- One on Sycolin Road, Kincaid Blvd, Tavistock Dr, Miller Dr, Tolbert Lane, Hope Parkway, and Lawson Rd
- Two on Evergreen Mill Rd, Mason's Lane, Greenway Dr, Meade Dr, Clubhouse Dr, and Battlefield Pkwy (Evergreen Mill to Rte. 7)

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
4	Single or Tandem-axle vehicles (with Town Plow)	3	EA		
TOTAL LOT 4					

LOT 5 (BID ITEM NO. 5)

6 ea. Four wheel drive, Single Axle Vehicles equipped with a snow plow of a minimum length of 7.5' and a minimum 2.5 cy spreader

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
5	4X4 Single-Axle Vehicles (with Plow)	6	EA		
TOTAL LOT 5					

LOT 6 (BID ITEM NO. 6)

Two (2) Backhoes, each backhoe shall be equipped with a minimum 1 cy bucket (will call for storms when calling for 18" or more snowfall)

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
6	Backhoe	2	EA		
TOTAL LOT 6					

LOT 7 (BID ITEM NO. 7)

Two (2) Rubber Tire Loaders, each loader shall be equipped with a minimum 3 cy bucket (will call for storms when calling for 18" or more snowfall)

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
7	Rubber Tire Loaders	2	EA		
TOTAL LOT 7					

LOT 8 (BID ITEM NO. 8)

Two (2) Skid Steer Loaders, each skid steer loader shall be equipped with a minimum 0.25 cy bucket (will call for storms when calling for 18" or more snowfall)

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
8	Skid Steer Loaders - Track	2	EA		
TOTAL LOT 8					

LOT 9 (BID ITEM NO. 9)

Four (4) single or tandem-axle vehicles to be equipped with an 11' plow. (Will call for storms when calling for 18" or more snowfall)

Item No.	Description	Quantity	Unit of Measure	Price Per Hour	Extended Hourly Price
9	Single or Tandem-axle vehicles with 11' contractor plow	4	EA		
TOTAL LOT 9					

ATTACHMENT A
VENDOR QUALIFICATION / EQUIPMENT INVENTORY CERTIFICATION

All bidders responding to this IFB are required to complete a full equipment listing with ID numbers for each piece of equipment applicable to performing the work. Place N/A beside all questions that do not apply.

Failure to complete this attachment in its entirety will render the bid non-responsive.

1. Name of Business: _____
2. Name of Owner or Chief Executive Officer: _____ Telephone Number: _____
3. Emergency or After Hours contact name: _____ Telephone Number: _____
4. How many years has the firm been in the business of performing the services called for in this IFB? _____
5. How many persons are currently employed by the firm? _____
6. List all licenses or permits the firm possesses that are applicable to performing the services required in this IFB.

7. Is the firm currently removed from a vendor list or debarred from doing business with any Commonwealth of Virginia Agency?
 Yes _____ No _____ If yes explain: _____

8. Provide the firm name, contact person, email address and telephone / fax numbers of three (3) customers, for which your firm has provided services of the same scope as those requested in this inquiry. We may contact these customers as references.

FIRM'S NAME	CONTACT PERSON	EMAIL ADDRESS	TELEPHONE / FAX #

Complete the following if equipment requirements are included in the Scope of Work and/or Specifications.

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

OWNED EQUIPMENT (All blocks must be completed)

YEAR	MAKE	MODEL	ID #	CAPACITY	COMPLETE DESCRIPTION

ATTACHMENT B
NORMAL AND EMERGENCY CONTACTS

Contact Person's Name	
Cellular Telephone Number	
Telephone Number - Normal Work Hours	
Telephone Number - After Work Hours	
Fax Number	
E-mail Address	

Contact Person's Name	
Cellular Telephone Number	
Telephone Number - Normal Work Hours	
Telephone Number - After Work Hours	
Fax Number	
E-mail Address	

Contact Person's Name	
Cellular Telephone Number	
Telephone Number - Normal Work Hours	
Telephone Number - After Work Hours	
Fax Number	
E-mail Address	