



**INVITATION FOR BID  
ODOR & GREASE ELIMINATOR**

ISSUE DATE: March 16, 2017

IFB NO.: 500640-FY17-26

PRE-BID MEETING: March 22, 2017; 9:00 A.M.

QUESTIONS DUE: March 23, 2017; 5:00 P.M.

BIDS DUE: March 30, 2017; 3:00 P.M.

DELIVERY ADDRESS: Town of Leesburg  
Procurement Division  
25 West Market Street  
Leesburg, VA 20176

CONTACT: Octavia Andrew, CPPO, CPPB, VCO  
Chief Procurement Officer  
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**NOTICE OF ADDENDA:** Any addenda to this IFB will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address and to be aware of any addenda.

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## **I. PURPOSE**

The Town of Leesburg (the “Town”) is accepting sealed bids to furnish and deliver a product to contract hydrogen sulfide odor and grease. A pre-bid meeting will be held at 9:00 a.m. on March 22, 2017 at the Town’s Utility Maintenance Building located at 1385 Russell Branch Parkway, Leesburg, VA 20175. Attendance at the pre-bid meeting is encouraged, but not mandatory to bid.

## **II. BACKGROUND**

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated population of 44,400. The Town’s fiscal year begins on July 1 and ends on June 30. As a government entity, the Town of Leesburg is exempt from being taxed on goods and services.

## **III. SCOPE OF WORK**

It is the intent of this solicitation to obtain a product designed to reduce and/or eliminate hydrogen sulfide odors and grease to solve many of the problems associated with handling and treatment of animal fat, grease and oil accumulations and buildup in lift stations, force mains, gravity lines, grease traps, and treatment facilities (anaerobic and aerobic).

### **A. PRODUCT SPECIFICATIONS**

1. Product shall be a non-water-soluble-based (that will float on water) solution containing a proven combination of de-emulsifiers, corrosion inhibitors, de-foamers, and organic compounds designed to accelerate growth of facultative sewage organisms.
2. Product to be completely bio-degradable, organic and non-corrosive.
3. Product must be proven to break down and bio-remediate at least fifty percent (50%) of grease and oil buildup.
4. Product must be acceptable for use in sewage pump station and pipe lines.
5. Product must be non-toxic and safe to handle. Staff must not be required to wear masks, gloves or special clothing when handling the product or entering the pump station facilities.
6. Product shall not be an enzyme product
7. Product shall not be an emulsifier
8. Product must have a Specific Gravity (water =1):39.2° F=0.92
9. Product must be approved by the Town of Leesburg based on MSDS and recommended dosing.

## **B. PERFORMANCE SPECIFICATIONS**

The Town wants to treat four specific pump stations as well as the force mains from all pump stations and any gravity sewers. The first three Pump Stations include Tuscarora (Flow 97,000 GPD), Potomac Crossing (Flow 23,000 GPD) and Goose Creek Pump Stations (Flow 31,000 GPD). Historically these stations have developed large grease matts, high hydrogen sulfide levels (odor) and infrastructure deterioration including wet wells, manholes and pipe lines. Each of these station discharge a 6" force main which then flows through gravity sewers until it reaches our largest pump station, Cattail Branch Pump Station. The Cattail branch Pump Station has two wet wells that have grease balls covering its surface. As of this time, we remove the grease balls quarterly by sending a man into the wet well and vactoring out the debris and transporting them to our plant where the material is de-watered and taken to the landfill. This pump station flow averages approximately 2 MGD and discharges into a 20" force main that goes directly to the Water Pollution Control Facility (WPCF). One additional pump station to treat is Old Waterford Knoll with a flow of 32,000 GPD. Our goal is to add the recommended treatment into each pump stations to treat the stations, as well as the force mains and gravity sewers between the two stations and subsequently pipes flowing to the WPCF. The recommended chemical and/or biological product must meet the following requirements for bid:

- Must eliminate all odors at all Pump Stations: 100%
- Must reduce Fat Oil and Grease (FOG) by a minimum of: 50%
- Shelf Life: Minimum 6 months
- Shall be compatible with the storage facility at the pump stations.
- Product must not interfere with treatment at the pump stations or at the WPCF.

The awarded bidder must monitor H<sub>2</sub>S Levels on a weekly basis for the first three months to validate the efficiency of product. Thereafter, H<sub>2</sub>S Levels must be monitored on a monthly basis for the duration of the contract.

The Town expects ongoing performance and product recommended dosage for the life of this contract. In the event that the performance declines and/or the product dosage increases, to a level that is unacceptable to the Town, the successful bidder shall make every effort to improve performance within 48 hours of notification.

## **C. TECHNICAL AND TRAINING SERVICES**

Bidder agrees to provide a qualified service representative to visit the Town of Leesburg pump stations or WPCF upon the request of the Town of Leesburg representative in minimum ½ day increments and for a maximum of four (4) full days per twelve (12) month period throughout the term of the intended contract. The representative shall evaluate the pump station projects and shall make a written report including recommendations for improving the use of their material. In addition, the awarded bidder agrees to provide the services of a qualified representative, upon request of the Town's representative, for training of operations personnel in safe handling and use of bidder's product for optimum

performance. This training shall include both classroom and field instruction. No separate payment shall be made to the bidder for any training or technical services. All costs for services shall be included in the bid price.

**D. DELIVERY SERVICES**

1. Goods and services shall be provided F.O.B. Destination to the Town of Leesburg, Utility Maintenance Building, 1385 Russell Branch Parkway, Leesburg, VA 20175.
2. Product ordered shall be delivered within five (5) days of receipt of order. Deliveries shall be made between the hours of 8:00 AM and 2:00 PM on weekdays, Monday through Friday, except Town of Leesburg Holidays. Notification may be by fax, telephone, or mail. Should there be any delay in obtaining material from the awarded bidder, for any reason, the Town reserves the right to secure alternative product from any source without waving or voiding any terms or conditions of the resulting Contract.
3. Bidders should understand that it may be difficult to time shipments to avoid delays in unloading. The Town will make every effort to coordinate orders and deliveries so as to minimize unloading delays. Nonetheless, all related costs shall be included in the unit price of the product. The awarded bidder shall arrange appropriately for transportation equipment. The Town will not be responsible nor pay for demurrage costs.
4. Bidders must submit prices, terms, and services proposed and the point of origin from which shipments will be made. Material shall be delivered on returnable pallets and shall have the cost of the pallets included in the contract price.
5. The unit price bid shall include all charges for Goods and Services, F.O.B. Destination to the Town. The Town will not be responsible for any fuel surcharge, demurrage, handling, and pallet or container charges. Pallets, containers, and packaging shall be accepted for return by the contracted BIDDER. As a government entity, the Town is tax exempt; therefore, product purchased by the Town shall be free of Federal and State sales and use tax.
6. During the term of the resulting contract, or any extension thereof, in the event that any situation shall arise which may cause the awarded bidder to suspend or interrupt delivery of product, the bidder shall be responsible for making arrangements for alternate means of supply and delivery in sufficient quantity to ensure continued operations at the Pump Stations. All costs incurred by the bidder for arranging alternate means of supply and delivery shall be the sole responsibility of the bidder with no additional cost to the Town of Leesburg.

## **E. BIDDER QUALIFICATIONS**

1. Bidder shall be the manufacture of the specific product being offered or the manufacture's sole authorized representative for this bid. Manufacture is defined as conducting the actual blending of chemicals and/or bio augmentation being offered. The Town will consider only one (1) bidder for each manufacture of chemicals and/or bio augmentation. Parent corporations and affiliates and subsidiary companies are considered one entity. Other brokers, distributors, resellers, or agents who purchase materials for blending, mixing, repackaging, or resale are not considered manufactures.
2. A pre-bid meeting will be held at 9:00 a.m. on March 22, 2017 at the Town's Utility Maintenance Building. The site visit is optional prior to bidding in order to evaluate pump station flows and lay out in calculating the product you want to bid as well as the proper dose rates etc. Additional site visits requested after the pre-bid meeting shall be at the convenience of the Town, not the bidder. Site visits shall be scheduled through Mike Osman, Utility Maintenance Manager, at 703-737-7076, or his designee for the Town, so as not to interfere with normal pump station operation.
3. Bidder will submit the prospective product (s) to include dosing instructions (quantity and frequency), estimated time to see results from the addition of the product, cost of product for the entire contract as part of the BIDDER packet.
4. Bidder shall provide in the packet a minimum of three references of current municipal customers for chemical and/or biological treatment for odors, as well as treatment for fat, oil, and grease in pump stations and collection systems.
5. Bidder shall be familiar with the Town's pump stations lay out, flow rate, storage capacity. The treatment application may be expanded to other pump stations and/or optimized at some future date requiring alternate product and/or dose rate as influent to the pump station may warrant.
6. Bidder shall make her or his own determination of any and all conditions which may affect in any way the performance of her or his Goods and Services during the entire term of the intended contract. Bidder shall be aware of and assess Pump Station operations, which may have an effect on odor control and FOG removal during the term of the intended contract, and Bidder shall take these conditions into account for her or his bid offering with respect to the Specifications.
7. Bidder shall submit a letter with its bid that includes all the information required in this IFB. Said letter shall be signed by an authorized representative of the Bidder and authorized representative shall certify that the information is accurate and correct to the best of the Bidder's knowledge.

#### **IV. CONTRACT PERIOD**

The initial period of the contract will be one (1) year beginning April 1, 2017 and ending on March 31, 2018. Upon mutual agreement of both parties, this Contract may be renewed for up to four (4) additional one-year renewal terms. The bid price during the initial contract period shall remain firm.

It should be noted that renewable Contracts might be continued each fiscal year only after funding appropriations and program approval have been granted by the Leesburg Town Council. In the event that the Leesburg Town Council does not grant necessary funding appropriation/program approval, then the affected multi-year Contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

#### **V. BID SUBMITTAL INSTRUCTIONS**

All bids must be submitted in an appropriately marked and sealed envelope, to include one (1) original and one (1) copy of the following documents:

1. IFB Submission Form (Page 23)
2. Reference Form (Page 24)
3. Bid Form (Page 25)
4. Addenda Acknowledgement (Page 26)

Bids must be received by the Procurement Officer, Town of Leesburg, 25 West Market Street, Leesburg, VA 20176 no later than 3:00 p.m. on Thursday, March 30, 2017.

Bids in the form of telegrams, telephone, facsimiles or telex messages will not be accepted. The same person, firm, or corporation may submit only one bid. The submittal of more than one bid shall be cause for rejection by the Town of all bids submitted by the person, firm, or corporation.

All blanks, except signatures, on the Bid Form shall be legibly completed in ink.

Where so indicated in the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

The signer of the Bid must initial interlineations, alterations, and erasures.

The Town shall have the right to reject any bid that does not provide all requested information.

Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the

Bidder. A bid submitted by a foreign corporation shall be accompanied by evidence of authorization to conduct business in Virginia.

## **VI. AWARD CRITERIA**

The Town intends to award this contract to the lowest responsive, responsible bidder who is authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein.

The Town reserves the right to award in whole or in part, to make multiple awards, or to waive informalities in the process of awarding this contract.

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

## **VII. QUESTIONS AND INQUIRIES**

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this IFB. Questions concerning this IFB must be made in writing to the Procurement Contact listed on the cover page of the IFB. **Questions must be received by 5:00 p.m. on Thursday, March 23, 2017.**

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



## VIII. GENERAL TERMS AND CONDITIONS

### A. General Terms and Conditions

1. **Bid Binding for Sixty (60) Days:** Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the due date.
2. **Late Bids:** Bids received after the time specified on the cover page of this IFB will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Bids:** The Town reserves the right to accept or reject any or all bids in whole or in part and to waive minor informalities in the process of awarding this contract.
4. **Competition Intended:** It is the Town's intent that this invitation for bid permits competition. It shall be the bidder's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.
5. **Understanding of Specifications:** Bidders shall thoroughly examine and be familiar with the Town specifications. The failure or omission of any bidder to receive or examine this document shall in no way relieve any bidder of obligations with respect to this bid or the subsequent contract. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.
6. **Inquiries Concerning Specifications:** Questions concerning this IFB must be made in writing to the Procurement Contact listed on the cover page of the IFB.
7. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the bid due date.
8. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids, or to procure or contract for services defined herein.
9. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to

discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

- 10. **Disposition of Bids:** All materials submitted in response to this IFB will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 11. "Trade Secrets and Proprietary Information Disclosure".
- 11. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all bids will be available for public inspection. Trade secrets and proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the bidder must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
- 12. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
- 13. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions

concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2717**. Indicate the BPOL license number on the bid form.

14. **Ethics in Public Contracting:** The bidder agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Public Procurement Act.
15. **Safety:** All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
16. **Termination:** Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

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

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

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

17. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.

18. **Use by Other Localities:** Bidders are advised that the resultant contract may be extended, with the authorization of the bidder, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

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

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

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

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

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. **Collusion Among Bidders:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder has an interest in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. The signer of the bid must declare that all persons, companies and parties interested in the contract as principals are named therein; that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the bid has authority to contractually bind the bidder. See Bidder Submission Form.
23. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of Bidders:** Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the bidder may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the bidder’s qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection.
25. **Liability:** The successful bidder will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful bidder that make performance impossible or illegal, unless otherwise specified in the agreement.

26. **Protest Of Award Or Decision To Award:** A bidder may protest an award or decision to award a contract under procedures as set forth in the Virginia Public Procurement Act.
27. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
28. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
29. **Insurance Requirements:** Bidder shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Bidder shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Bidder shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, bidder shall also carry other insurance coverage deemed by the Town to be appropriate to his agreement.

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

30. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the bidder by the Town for work performed by the subcontractor under the resulting contract the Bidder will:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
  - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The bidder will pay interest to the subcontractor on all amounts owed by the bidder that remain unpaid after seven days following receipt by the bidder of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.

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

The bidder will include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

31. **Prime Vendor Responsibilities:** Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this IFB. If the bid includes services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The bidder will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.
32. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town’s Procurement Officer or designee.

## IX. SPECIAL TERMS AND CONDITIONS

1. **Shipping:** The awarded bidder or Contractor shall ship chemicals in accordance with standard commercial practices and all Federal, State and local laws and regulations. Contractor shall be solely responsible for the shipment until delivery at the designated facility.
2. **Spot Testing of Chemicals at Time of Delivery:** The Town reserves the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the bid specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, it will be returned to the Contractor, who shall pay all handling and shipping charges in both directions. Upon notice of rejection of a shipment, the Contractor shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor is unable to promptly furnish the chemical of acceptable quality, the Town will obtain the chemical elsewhere. Any additional cost incurred by the Town will be charged to the Contractor either as a credit against an outstanding invoice or as an invoice for immediate reimbursement.
3. **Virginia Department of Health Requirements:** The Virginia Department of Health (VDH) requires that all containers are labeled in accordance with all applicable federal regulations. The Contractor is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this IFB may result in termination of the contract.
4. **MSDS Reports:** Provide the following MSDS related documentation:
  - a. A copy of the most current MSDS Report for each chemical being bid by your firm must be included with your bid submission.
  - b. National Sanitation Foundation certification for the quoted chemical, by the manufacturer for drinking water, and
  - c. Chemical certificate of analysis for all chemicals
5. **Estimated Quantities:** The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year, and shall not be construed to represent an amount which the Town shall be obligated to purchase. The exact amounts ordered may be more or less subject to the actual needs of the Town.
6. **Priority Customer:** By submitting a bid in response to this solicitation, Bidder understands and acknowledges that the Town provide services that are essential to the health and welfare of the public. Failure of a Contractor to provide chemicals under any Contract issued pursuant to the terms, conditions, and specifications contained in this IFB may jeopardize Town's ability to provide timely services, which may affect the health and welfare of the public served by the Town. In the event of product shortages at any level of the production to delivery chain, Bidder agrees and affirms that Town will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that



the Contractor must prioritize and/or allocate delivery among its customers, the requirements of the Town will be honored before chemicals are provided to a customer with no obligations with regard to the public health and welfare. To the extent that chemicals are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the Chemicals will be allocated in a manner deemed to be fair and reasonable to all such clients.

7. **References: Bidders must submit references from institutions of a similar size and scope of operation in the Mid-Atlantic area for which the chemicals being bid were provided within the past 12 months.** References must be able to attest without reservation that the firm provided the same chemical being bid on in this solicitation without any significant problem of any kind, and at any time during the contract period.
  
8. **Delivery Requirements:** The Town will work with the Contractor to establish a mutually agreed upon delivery schedule. Failure to honor delivery schedules (including partial deliveries) may result in damages to the Town. The Town may at their own option and convenience cure late, partial, or missing deliveries in any manner that best resolves the shortage. The Contractor is liable for any and all costs incurred by the Town due to such failures by claiming Liquidated Damages and also recovering any additional losses by deducting the outstanding amount from unpaid invoices, or submitting an invoice to the Contractor. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to the Town.
  - a. Contractor shall comply with all regulations for tank/truck unloading as established by the US DOT, as well as any State and local requirements for tank/truck unloading.
  - b. Chemical containers supplied by the Contractor shall be the sole responsibility of the Contractor at all times and in any circumstance. The Town will not pay demurrage or other charges unless the Town specifically requests that the Contractor leave the container beyond the delivery date.
  - c. The control number shall be provided to the Treatment Plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the utility may be cause for refusal of the delivery.
  - d. All deliveries shall be accompanied by a receiving ticket under this contract that shall be supported by:
    - Contractor's Name,
    - Purchase Order and Call Order Number (release number),
    - Date of Delivery and Date of Order,
    - Materials furnished,
    - Quantity, unit price and extension of each item, and total, in accordance with the contract, and
    - Name of authorized representative ordering the supplies.

- e. The Contractor's delivery ticket will be signed in duplicate by the Town's designated representative. One copy will be given to the employee signing for the delivery and the second copy will be retained by the Contractor.
  - f. The Town reserves the unilateral right to reject any late or partial delivery. Any related costs shall be borne by the Contractor.
  - g. The Town has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.
  - h. All chemicals shall be delivered F.O.B. delivered. All cost for shipping, handling, insurance and related delivery charges must be included in the unit price for each bid item.
  - i. Regardless of the reason, the Contractor shall be solely responsible for spills, delivering chemicals to the wrong storage locations/tanks. Any and all cost associated with remediation, including, but not limited to Hazmat, site cleanup, and tank cleaning etc.
  - j. Contractors shall provide and maintain any and all special tools required to load or dispense chemicals. If required, contractor shall provide pre-set torque wrenches; and will be solely responsible for damages, leaks, etc. caused by malfunctioning or improperly set tools.
  - k. Delivery vehicles must be in good working order and compliant with all Federal, State, and local transportation laws and regulations.
9. **Inspection:** The Town reserves the right to inspect and test any chemical at any time during or after delivery. No inspection, test, approval or acceptance of any Commodity shall relieve Contractor from liability for defects or other failure to satisfy the requirements set forth in the Contract Documents.
10. **Annual Economic Price Adjustment:**
- 1) The Contractor may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics Producer Price Index – Not Seasonally Adjusted (“PPI-NSA”) for Chemicals and Allied Products (Series id WPU06), for the 12 month period ending 90 days prior to the end of the then current contract year. Request for contract price increases must be submitted at least 30 days prior to the end of the then contract year. This PPI may be replaced by any other single PPI providing that the substitute PPI constitutes the greatest component of the contracted chemical. (e.g. Series id – WPU6130232 – Sulfuric Acid). Multiple price indexes will not be considered for the same bid item. Bidder may specify a different index for different bid items based on the conditions identified above. **BIDDER MUST SPECIFY ON THE BID SUBMISSION FORM THE SPECIFIC PPI SERIES ID THAT WILL BE USED FOR THE DURATION OF THE CONTRACT.**

- 2) Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.
- 3) By submission of a bid, Contractors agree and accept the terms of items A and B above for the duration of the contract.

**11. Pass-through Price Increases and Decreases:**

- 1) Increases: the Town recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. The Town will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. The Town reserves the right to accept or reject all such requests. The Town will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.
- 2) Decreases: When and as pass through price increases are reduced or eliminated, the Contractor shall reduce the unit price accordingly.
- 3) Pass through price increases will not be a substitute for poor planning by the Contractor. No pass through increase will be allowed for the first contract year. In subsequent years, such requests cannot be submitted until after the sixth month of the then current contract year. Price increases will not be retroactive.

**12. Time Is Of The Essence:** Time is of the essence: All chemicals shall be delivered within the time or times specified on the Contractor's Bid Form or otherwise set forth in the applicable Purchase Order. Notwithstanding the foregoing, the Contractor shall not be deemed to have breached the terms and conditions of the contract Documents to the extent any delay is due to circumstances beyond its reasonable control and without the fault or negligence of the Contractor provided that the Contractor first shall have provided the Town with written notice (to include facsimile or e-mail) of any such delay within five days after the occurrence of events or circumstances causing the delay. After prior written warning to the Contractor, the Town may declare the Contractor in default for unacceptable delays. If such a declaration is made, the Town reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the project and charge any additional or increased costs to the Contractor.

- a. Contractor Replacement - In the event that a Contractor is declared to be in default, the next lowest responsive and responsible Bidder will be given an opportunity to accept a contract for the chemicals that were provided by the defaulting Contractor. If within 180 calendar days after contract award, the prospective Contractor must agree to provide the chemicals at its original bid price. After the first 180 calendar days, the Contractor will be allowed to adjust the original bid price by an amount equal to the annualized PPI-SA

for Chemicals and Allied products or the specific series Id referenced on their original bid for the period of time between contract award and the TOWN's offer to accept the contract. The Town reserves unto itself, the unilateral right to either not extend an offer to the next lowest Bidder or to rebid the subject chemicals.

**X. SAMPLE CONTRACT**

**CONTRACT NO. [SOLICITATION TITLE]**

This **CONTRACT** (the “**CONTRACT**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “**TOWN**”), a municipal corporation, and \_\_\_\_\_, a \_\_\_\_\_ having a usual place of business at \_\_\_\_\_ (the “**CONTRACTOR**”).

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

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

[DESCRIPTION OF SERVICE]

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

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

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

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

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

Town of Leesburg  
Utilities Department  
1385 Russell Branch Parkway  
Leesburg, VA 20175

6. **Applicable Law and Courts.** This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.

7. **Assignment of Contract.** This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.

- 8. **Audit.** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.
- 10. **Notice.** The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:
  - 1. For TOWN:
  - 2. For CONTRACTOR:

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

- 11. **Termination by Town without Cause.** The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.
- 12. **Integration Clause.** This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

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

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED  
SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

**IFB SUBMISSION FORM**  
**IFB NO. 500640-FY17-26**

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

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

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

Name	Address
_____	_____
_____	_____
_____	_____

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

***BIDDER MUST RETURN THIS FORM WITH THEIR BID***

**REFERENCE FORM**

**QUALIFICATIONS OF BIDDER:** Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

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

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

1. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
2. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
3. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
4. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
5. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_



## BID FORM

*This is not a contract. Submit bid on this form.*

Date:	Subject: <b>IFB No. 500640-FY17-26 Odor &amp; Grease Eliminator</b>	Bid Due Date: <b>March 30, 2017 by 3:00 P.M.</b>
Bidder Information:	Delivery Within Days ARO	
	Terms _____ % _____ No of Days or _____ NET 30 Days	
	F.O.B. Destination	

Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price on items or services listed below. Bidder's price shall include all freight, delivery & shipping charges to Town Site. Advise what discount, if any, will be allowed for payment within a specified time. Terms must be specified. Complete all items. Subject to terms and conditions contained in the Invitation For Bid.

Pump Station	Recommended Dosing Quantity	Unit Price	Extended Price
Potomac Crossing		\$ _____	\$ _____
Goose Creek		\$ _____	\$ _____
Old Waterford Knoll		\$ _____	\$ _____
Tuscarora		\$ _____	\$ _____
<b>TOTAL BID PRICE</b>			\$ _____

Bidder guarantees product or services offered will meet or exceed specifications identified in this Invitation for Bid, subject to all conditions stated herein and on the attached sheets.

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

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

No. \_\_\_\_\_

Dated: \_\_\_\_\_

No. \_\_\_\_\_

Dated: \_\_\_\_\_

No. \_\_\_\_\_

Dated: \_\_\_\_\_

No. \_\_\_\_\_

Dated: \_\_\_\_\_

No. \_\_\_\_\_

Dated: \_\_\_\_\_