



**REQUEST FOR QUOTE (RFQ)
WASTE WATER PROCESS TREATMENT TANK CLEANING, INSPECTION, AND
EVALUATION SERVICES**

ISSUE DATE: June 8, 2018

RFQ NO.: 500640-FY18-31 (RE-BID)

QUESTIONS DUE: June 14, 2018; 5:00 p.m.

BIDS DUE: June 22, 2018; 3:00 p.m.

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

CONTACT: Alexandra Lepp
Accounting Associate III
Phone: 703-771-2746
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NOTICE OF ADDENDA: Any addenda to this RFQ 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 unsealed bids from qualified firms for the cleaning, inspection, and evaluation of various waste water process treatment tanks. The objective of this tank cleaning and inspection proposal is to determine the extent, priority, and scheduling of waste water treatment tank rehabilitation needs. There is no pre-bid meeting, but interested bidders are encouraged to schedule a site visit with the Utilities Department. Site visits can be arranged with the Utility Plant Manager, Brian Bailey, at (703) 737-7092.

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 52,600. The Town owns, operates, and maintains its own water and waste water process treatment plants as well as the distribution and collection systems associated with these plants. The Town’s fiscal year begins on July 1 and ends of June 30. As a government entity, the Town of Leesburg is exempt from being taxed on goods and services.

III. SCOPE OF WORK

The awarded bidder, also referred to herein as Contractor, will perform comprehensive evaluations of the interior and exterior coating systems including all components of the follow waste water process treatment tanks. During year one, the tanks listed below in Table 1 will be assessed.

Table 1:

Tank	Type	Capacity (Gal)	Size	Material	Year Constructed
1. Primary Clarifier A	Circular above and below grade	211,385	60 ft diameter/10 ft side wall depth (SWD)	Concrete	1970
2. Primary Clarifier B	Circular above and below grade	211,385	60 ft diameter/10 ft SWD	Concrete	1970
3. Primary Clarifier C	Circular above and below grade	211,385	60 ft diameter/10 ft SWD	Concrete	1988
4. Gravity Thickener A	Circular above and below grade	30,000	22 ft diameter/10 ft SWD	Concrete	1970
5. Gravity Thickener B	Circular above and below grade	30,000	22 ft diameter/10 ft SWD	Concrete	1988

Upon successful completion of the year one contract obligations, renewal of the Contract will be considered. If renewed, the next phase of the Contract will consist of assessment of the wastewater process treatment tanks listed below in Table 2.

Table 2:

Tank	Type	Capacity (Gal)	Size	Material	Year Constructed
1. Digester A	Circular above and below grade	112,400	30 ft diameter/25 ft SWD	Concrete	1970
2. PCPS Wet Well	Circular	8,271	8 ft diameter/22 ft depth	Concrete	1996
3. OWKPS Wet Well	Circular	6,764	8 ft diameter/18 ft depth	Concrete	1996
4. Digester C	Circular above and below grade	112,400	30 ft diameter/25 ft SWD	Concrete	1988
5. Digester D	Circular above and below grade	112,400	30 ft diameter/25 ft SWD	Concrete	1995
6. Potomac Outfall Structure 001	Rectangular above and below grade	N/A	38' L x 24' W x 53' D	Concrete	1995
7. CBPS Wet Well 1	Rectangular below grade	21,879	15' L x 15' W x 13' D	Concrete	1995
8. CBPS Wet Well 2	Rectangular below grade	21,879	15' L x 15' W x 13' D	Concrete	1995
9. GCPS Wet Well	Circular	7,143	8 ft diameter/19 ft depth	Concrete	2000
10. PPS Wet Well	Circular	4,756	6 ft diameter/22.5 ft depth	Concrete	2000
11. Digester SST B	Circular above and below grade	300,000	42 ft diameter/33 ft SWD	Steel and Concrete	2001
12. Pista Grit Paddle Drive and Channel A	Circular	11,414	18 ft diameter/6 ft depth	Concrete	1995

In the event that, during the period of this contract, additional tanks or structures are added for assessment, the Contractor will prepare a scope of work for the additional services. The extra scope, if approved, will be performed in accordance with the terms and provisions of the amended contract documents. The contractor will accept additional compensation as stipulated herein.

A. INSPECTION

The inspection shall include assessment of interior and exterior coating systems, surface condition of accessible areas of concrete and steel, concrete base pads, concrete ring foundations, grouting, caulking, ladders, OSHA safety compliance items, screens, sanitary conditions of hatches, above-ground tank piping, concrete, steel, fiberglass, and other penetrations (where applicable).

The assessment will initially include a visual condition assessment of all accessible areas of the interior of the tank and above grade areas on the exterior of the tank as summarized above. If the initial visual assessment reveals more extensive damage requiring materials testing to verify the source and cause of the deterioration or corrosion, the Contractor will address with the Town and assist in acquiring the services of a qualified material testing consultant to conduct the needed destructive or nondestructive testing. Among the possible tests required include compressive strength testing of concrete cores, petrographic testing of concrete specimen, pH testing of concrete, carbonation testing of concrete, coupon testing of steel, thickness measuring of partially corroded steel members, among others. The extent of testing needed, if required, will be determined after the completion of the initial visual assessment.

Once the tank has been drained by the Town staff, the Contractor will use high pressure washing methods and equipment to remove all sediments, loose coatings and delamination, loose or damaged areas of concrete, and any other foreign materials or debris from the tank interior. If deemed necessary, coordinate and schedule with the Town Utility Maintenance Division for bypass pumping, line plugging, and installation of temporary bulkheads. Time for inspection of normally submerged areas will be limited to 1-2 hours depending on time of day and flows unless bypass pumping provisions are in place or tank is placed out of service. The Contractor will be responsible for providing all equipment and means to remove any remaining waste water from areas of the tank that do not evacuate through tank drains. The Contractor will also be responsible for design, installation, service, and maintenance for any required bypass pumping systems. Low areas and bellies in the tank will require pumps. The sediments and debris removed from the tank will be stored by the Contractor on the subject tank property. The Town will be responsible for disposal of sediments and foreign materials removed from the tank.

Upon completion of cleanout operations, visual inspections, or other miscellaneous maintenance activities, the Contractor will coordinate with the Town in order to return the tank back to service (disinfection not required). The Contractor will install new tank gaskets and will fasten or reinstall tank hatches or man-ways that were opened and will be responsible for addressing and correcting any leaks that may occur upon refilling the tank.

On applicable tanks, the Contractor will measure coating dry film thickness using a dry film thickness gauge based upon magnetic principle, such as the Positector 6000. The number of readings will be representative of the tank interior and exterior accessible locations.

B. REPORT

The Contractor shall submit a written report within thirty (30) days containing a narrative and photographic documentation of the findings of the visual assessment including a summary of those components or aspects of the tank inspection findings which warrant repair, servicing, or replacement by the Town. The report shall also include any recommendations for further testing needed if materials testing is deemed necessary. The report shall also indicate areas requiring monitoring for future repair and or replacement, including a suggested timing for follow up assessments. A minimum of twenty (20) color photographs for both interior and exterior surfaces shall be submitted as an appendix to the report. The report will also include descriptions of any fault locations discovered in the inspection, including repair and coating replacement cost estimates. The Contractor shall supply two (2) paper copies of the report and two (2) electronic copies (on USB drives) of each Tank Evaluation Report.

C. WORK TIME FRAME

Waste water process treatment tank cleaning, inspection, and evaluation operations will be performed on three (3) or five (5) tanks throughout the calendar year. The Town will determine which tanks are to be cleaned/inspected during each mobilization and will provide three (3) week notice of intended tank to be inspected. The Contractor shall execute cleaning and inspection service on each tank without undue delay. Tank out-of-service time must be minimized to the greatest extent possible. Note some tanks may require bypass pumping, as well as temporary line plugs and temporary bulkheads to allow the assessments. Should the Town decide to forego or delay work on any tank for any reason, a contract change order will be issued to make the necessary adjustments.

D. MINIMUM BIDDER QUALIFICATIONS

The successful bidder will have, at a minimum, the certifications and experience listed below. Information supporting these qualifications is to be submitted with the Bid:

1. Field Inspector must be NACE Coating Certified and/or ACI as deemed appropriate per tank being inspected, and have at least ten (10) years of waste water process tank inspection experience.
2. Report preparer must be a currently registered Professional Engineer in the Commonwealth of Virginia.
3. Firm must have conducted a minimum of fifty (50) wastewater process tank inspections in the last five (5) years and be able to provide a list of at least five (5) recently completed projects.
4. Firm must have been in the tank inspection business for at least the last fifteen (15) years.
5. Firm must not have any current pending litigation.

A general overview of the company shall be provided with the bid. Submit a qualification statement addressing the specialized knowledge and technical competence of the company and key personnel. Provide the names and individual personal resumes of key team members and supervision for the tank projects.

E. TOWN OF LEESBURG RESPONSIBILITIES

1. Coordinate with Contractor on bypass pumping system equipment and operation. Contractor should have immediate availability to address any failures of the equipment. Town staff will convey names and contact information for use with auto dialer systems used with bypass operations equipment and for notification of any bypass equipment operations failures.
2. Drain the tank.
3. Provide the Contractor reasonable access to the tank and tank site.
4. Provide water and electrical service for Contractor use (for cleaning and pressure washing).
5. Dispose of sediments and other foreign materials removed from the tank.
6. Coordinate with Contractor locations of source feeds (fluid, electrical, other) as necessary to ensure compliance with OSHA Lock-out Tag-out requirements (if applicable). Contractor shall be responsible for compliance with all permitting requirements, including but not limited to Confined Space.

F. FACILITY ACCESS

The Contractor shall be granted access to Town facilities between the hours of 7:00 AM and 3:00 PM, Monday through Friday, to perform inspection and cleaning services. Required visits outside this time may be scheduled in advance.

IV. CONTRACT PERIOD

The initial period of the contract will be one (1) year beginning on the date of award. Upon mutual agreement of both parties, this Contract may be renewed for up to four (4) additional one-year renewal terms.

Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Services category, all urban customers, not seasonally adjusted, CUURA311SAS of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

V. SUBMITTAL INSTRUCTIONS

All bids must be submitted either via e-mail to alepp@leesburgva.gov as a .pdf document or in an appropriately marked envelope, to include one (1) original and one (1) copy of the following documents:

1. RFQ Submission Form (Page 20)
2. Reference Form (Page 21)
3. Pricing Form (Page 22)
4. Addenda Acknowledgement (Page 23)
5. Qualification Statement (as detailed on Page 6)

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 June 22, 2018.

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 quotes submitted by the person, firm, or corporation.

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

Where so indicated in the Pricing 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 part of any contract awarded as a result of this RFQ. 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 RFQ. Questions concerning this RFQ must be made in writing to the Procurement Contact listed on the cover page of the RFQ. Questions must be received by 5:00 p.m. on June 14, 2018.

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 RFQ 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 request for quote 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 RFQ 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 RFQ must be made in writing to the Procurement Contact listed on the cover page of the RFQ.
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.

19. **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 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 Contract.
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 carry other insurance coverage deemed by the Town to be appropriate to this Contract.

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 RFQ. 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 RFQ.
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. SAMPLE CONTRACT

CONTRACT NO. [SOLICITATION TITLE]

This **CONTRACT** (the "Contract") is made this ____ day of _____, 2018. 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 commence on _____ and shall continue in force until _____. Upon mutual agreement of both parties, this Contract may be renewed for up to four (4) additional one-year renewal terms.
4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor [\$ AMOUNT]. The total project is expected not to exceed [\$ AMOUNT].

Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Services category, all urban customers, not seasonally adjusted, CUURA311SAS of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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
Department of Utilities
1391 Russell Branch Pkwy SE
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 Town, 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:
 - a. For the Town:
 - b. For the 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.
13. **Notice of Required Disability Legislation Compliance.** The Town is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, the Town may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
14. **Faith Based Organizations.** The Town does not discriminate against faith-based organizations.
15. **Immigration Reform and Control Act of 1986.** By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
16. **Payment to Subcontractors.** Within seven (7) days after receipt of amounts paid by the Town for work performed by a subcontractor under this Agreement, the Contractor shall either: a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under this Agreement; or b) notify the Town and subcontractor, in writing, of his

intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the Town.

17. **Authority to Transact Business in Virginia.** 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 herein that enters into an Agreement with the Town pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Town may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.
18. **Counterparts.** This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.
19. **Ethics in Public Contracting.** The provisions contained in Sections 2.2 4367 through 2.2 4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2 498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

20. **Exemption from Taxes.** Pursuant to Va. Code § 58.1-609.1, the Town is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

21. Employment Discrimination by Contractors Prohibited

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

22. 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 purpose 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 a controlled substance or marijuana during the performance of the Contract.

23. Delays and Delivery Failures. Time is of the essence. The Contractor must keep the Town advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to Town. Should Contractor fail to deliver the proper item/service at the time and place contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Town, or should the Contractor fail to make a timely replacement of rejected item/service when so required, the Town may purchase item/service of comparable quality and quantity in the open market to replace the undelivered or rejected item/service. The Contractor shall reimburse the Town for all costs in excess of the Contract price when purchases are made in the open market; or, in the even that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

24. Substitutions. No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Town. Where specific employees are proposed by the Contractor for work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the Town agrees to substitution. Requests for substitutions shall be reviewed and may be approved by Town at its sole discretion.

25. Workmanship and Inspection. All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The Town reserves the right to require immediate removal of any Contractor employee from Town service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Further, the Town may, from time to time, make inspections of the work performed under the Contract. Any inspection by the Town does not relieve the Contractor of any responsibility in meeting the Contract requirements.

26. Contractual Disputes. The Contractor shall give written notice to the Procurement Officer of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Procurement Officer by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Procurement Officer shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town's receipt of the claim.

The Procurement Officer's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

- 27. Severability.** In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- 28. Force Majeure.** A party 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 party that make performance impossible or illegal, unless otherwise specified in the Contract.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the Contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and Town has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

- 29. Survival of Terms.** Upon discharge of this Contract, Sections (Notice, Indemnification, Governing Law/Forum, Contractual Disputes) continue and survive in full force and effect.
- 30. Insurance.** Contractor 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.

Contractor shall also carry automobile insurance contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, Contractor shall also carry other insurance coverage deemed by the Town to be appropriate to this 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.

31. Parties' Relationship. It is the intent of the parties hereto that the Contractor shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no time legally responsible for any negligence on the part of said Contractor, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

32. Ownership of Documents. Contractor agrees that all information, finished or unfinished documents, data, studies, surveys, specifications, records, reports and other material gathered and/or prepared by or for it under the terms of the Contract shall, at the Town's option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

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

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED
SIGNATURE _____
NAME _____
TITLE _____
DATE _____

AUTHORIZED
SIGNATURE _____
NAME _____
TITLE _____
DATE _____

SUBMISSION FORM
RFQ NO. 500640-FY18-31

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 RFQ 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: _____

**RFQ NO. 500640-FY18-31
WASTE WATER PROCESS TREATMENT TANK CLEANING, INSPECTION, AND
EVALUATION SERVICES
PRICING FORM**

ITEM#	ITEM DESCRIPTION	CLEANING	INSPECTION	EVALUATION	EXTENDED PRICE
1	Primary Clarifier A				
2	Primary Clarifier B				
3	Primary Clarifier C				
4	Gravity Thickener A				
5	Gravity Thickener B				
6	Digester A				
7	PCPS Wet Well				
8	OWKPS Wet Well				
9	Digester C				
10	Digester D				
11	Potomac Outfall Structure 001				
12	CBPS Wet Well 1				
13	CBPS Wet Well 2				
14	PPS Wet Well				
15	Digester SST B				
16	Pista Grid Paddle Drive and Channel A				

**TOTAL PROPOSED PRICE TO THE TOWN
(EXTENDED PRICE OF ITEMS 1-16)**

Instructions to Bidders:

Bids must be sealed with appropriate markings on the outside of the envelope or container. Complete all items or your bid may not be considered. Subject to terms and conditions contained in the Request for Quote.

Offeror guarantees product or services offered will meet or exceed specifications identified in this Request for Quote, subject to all conditions stated herein.

Proposed prices shall include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to inspect, test, maintain, repair and make repairs. Material acquisition, handling and delivery, or for movement of Contractor-owned or rental equipment shall also be included in the proposed prices. Replacement parts shall not be included in the proposed prices above and will be reimbursed to the Contractor, at cost.

Signature: _____ Name/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: _____