



**INVITATION FOR BID (IFB)
WATER TREATMENT RESIDUALS REMOVAL SERVICES AT
KENNETH B. ROLLINS WATER TREATMENT PLANT**

ISSUE DATE: Thursday, April 4, 2019

IFB NO.: 500630-FY19-41

PRE-BID MEETING: Friday, April 12, 2019; 11:00 A.M.

QUESTION DEADLINE Thursday, April 18, 2019; 5:00 P.M.

BIDS DUE: Thursday, May 2, 2019; 3:00 P.M.

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

CONTACT: Kelly Neff, VCA
Buyer
Phone: 703-771-6501
Fax: 703-771-2799
E-mail: bidquestions@leesburgva.gov

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 competitive sealed bids to establish a term contract for Water Treatment Plant (WTP) process residuals sludge removal at the Town’s Kenneth B. Rollins Water Treatment Plant.

A non-mandatory pre-bid meeting will be held at 11:00 a.m. on Friday, April 12, 2019 at the Water Treatment Plant located at 43234 Edwards Ferry Road, Leesburg, VA 20176. It is strongly recommended that all bidders attend this meeting to gain a thorough understanding of the project.

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 service population of 62,500. 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.

The Town of Leesburg is a full-service municipal corporation that provides the following services to Town residents and businesses: police, refuse collection and disposal, water and sewer utilities, storm water management, airport, parks and recreation, and maintenance of streets and roadways.

The Department of Utilities is responsible for providing quality water and sanitary sewer services to utility customers in a manner that balances social, environmental, and economic factors. The Water Supply Division (WSD) is responsible for the safe and efficient treatment of water for the Town of Leesburg service area to ensure the protection of public health and the environment.

III. SCOPE OF WORK

It is the intent of this solicitation to establish an annual term contract to provide Water Treatment Sludge (WTS) hauling and disposal services for the Town’s Water Treatment Plant. The Leesburg Water Treatment Sludge is a product of the conventional treatment solids removal process employed at the Water Treatment Plant through the application of iron based coagulant, sedimentation and filtration. The WTS is removed from the plant basins, concentrated in a gravity thickener and eventually stored in two (2) 150,000 gallon tanks. The resulting WTS has a solids content that typically ranges from 2 – 5%. Accumulation of WTS can be significantly impacted by the flow rate of the plant process and by the amount of solids present in the source water due to precipitation runoff; timely WTS removal is critical to plant operations.

A. Removal and Disposal Services

1. The awarded bidder, also referred to herein as Contractor, shall provide all equipment, labor and services for the purpose of sludge removal from two (2) thickened sludge holding tanks, and transportation and land application of the Town of Leesburg’s Water Treatment Sludge into the states of Maryland and/or Virginia.

2. Removal of WTS shall be conducted between the hours of 6:00 a.m. and 4:00 p.m. Monday through Friday from the Town's Kenneth B. Rollins Water Treatment Plant located at 43234 Edwards Ferry Rd., Leesburg, Virginia. The WTS is loaded into the top of tanker trucks by gravity or pump provided by the Town.
3. The Town will provide a minimum of 1.4 MG (1,400,000 gallons) of sludge on an annual basis. If the Town exceeds the minimum gallons of sludge to be removed (1,400,000 gallons) during the time of this contract, the contractor will remove any excess sludge under the contract at the current bid price per gallon.
4. The Contractor shall remove WTS on a weekly basis, fifty-two weeks a year, unless otherwise scheduled and approved by the Town. The Town will provide a minimum of twenty-four thousand (24,000) gallons of WTS on a weekly basis. On occasion, as part of tank clean-out and other maintenance activities the contractor shall provide additional hauling services of up to 150,000 gallons in a week. The Town will coordinate these larger WTS removal events with the contractor in advance.
5. The WTS shall be applied as a soil conditioner to application sites acquired by the contractor and approved by the Maryland Department of Agriculture (MDA), the Virginia Department of Health (VDH) and/or the Virginia Department of Environmental Quality (DEQ). The Contractor shall provide the Town documentation of the intended approved site(s) where the WTS will be applied. The registration application approving the Town's WTS as a soil conditioner by the MDA, VDH, DEQ or other jurisdiction shall be obtained by the contractor and provided to the Town prior to beginning sludge removal operations. A copy of the most recent comprehensive sludge analysis and Toxicity Characteristic Leaching Procedure (TCLP) results from 2018 is attached as Exhibit A.
6. The WTS shall be transported in a watertight tanker to an off-loading site where the WTS is transferred into a sludge application vehicle or storage tank for eventual land application. The sludge applicator vehicle shall be specifically designed for land application with flotation tires to prevent compaction of solids and subsoils. The WTS shall be surface applied or injected to a depth of six inches below surface depending on approved site requirements.
7. The Contractor will comply with all MDA, VDH or DEQ regulations and provide MDA, VDH or DEQ and the Town and all field reports, semi-annual soil conditioner tonnage reports, commercial soil conditioner reports, proof of tonnage inspection fees and other documentation required for sludge removal, transportation and disposal operations as required by the regulator.
8. The Contractor shall comply with any state or local regulations or ordinances relating to air quality (odor), water quality, zoning or transport etc.

9. The Contractor shall obtain and pay for all permits, registration, licenses, tolls and any other associated charges necessary for sludge removal, transportation and disposal operations. All costs are included in the bid cost per gallon.
10. The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from danger, injury, or loss and shall provide and maintain all necessary safeguards for such safety and protection in the removal, transport and application of WTS for this project.
11. The Contractor shall implement her or his emergency spill cleanup plan in the event of a spill on state or non-state routes and notify all pertinent agencies. The Contractor shall notify the Town immediately upon occurrence of the spill and keep the Town informed of the status of cleanup operations.

B. Bidder Qualifications

1. Bidder shall be the provider of the sludge removal services being offered for this bid.
2. Bidder shall be permitted/licensed by all required authorities/agencies regulating the hauling and application of water treatment plant process residuals. All such assigned permit/license numbers will be provided to the Town of Leesburg.
3. Bidder shall provide a minimum of three (3) references of current municipal customers utilizing their removal and disposal services.
4. Bidder shall make her or his own determination of any and all conditions which may affect in any way the performance of the required service.
5. 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 resulting unit price contract shall commence on a date that is mutually agreed upon both parties and shall continue in force for one year. Upon mutual agreement of both parties, the resulting Contract may be renewed for four (4) additional one-year terms.

The awarded contractor must have all equipment and disposal approvals in place within two weeks of the date removal services will begin.

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, May 2, 2019.

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, April 18, 2019.**

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. TERMS AND CONDITIONS

A. Special Terms and Conditions

1. Annual Economic Price Adjustment

- a. The Contractor may submit a request for contract price increases once annually for each renewal year. Economic increases shall not exceed the contract price of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics Washington-Baltimore Region for the latest twelve months for which statistics are available.
- b. 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.
- c. By submission of a bid, Contractors agree and accept the terms of items a and b above for the duration of the contract.

B. 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.

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 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 Town attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the Town 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. SAMPLE CONTRACT

CONTRACT NO. [SOLICITATION TITLE]

This **CONTRACT** (the “**CONTRACT**”) is made this ____ day of _____, 2019, 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 IFB, 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 product and quantities received and be mailed to the plant manager at address specified below and must reference the purchase order number:

Town of Leesburg
Department of Utilities
1391 Russell Branch Parkway
Leesburg, VA 20175
Attn: Russell Chambers, Water Supply Division (WSD)

6. **Applicable Law and Courts.** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the 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:
 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.**
 - A. Termination 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.

Notwithstanding the foregoing, the Contractor agrees that any resulting contract is subject to annual appropriations of the Leesburg Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.
 - B. By Town with Cause. The Town may terminate this contract if the Contractor is in material breach with this Contract and fails to adequately remedy such breach after written notice from the Town and a 14-day period to cure the breach. If this Contract is terminated by the Town for cause, the Town may withhold any further payments to the Contractor until it determines its damages and may sue the Contractor for any damages caused by the breach. If the Town terminates this Contract for cause and it is later determined that such termination was not justified, then the termination shall be converted into one without cause under Paragraph 11.A. and any liability of the Town shall be limited solely to the liability provided by that paragraph for a termination without cause.
 - C. If this Contract is terminated by the Town, the Contractor shall within seven days thereafter deliver to the Town all Contract Deliverables regardless of the current state of completion. In such case, the Contractor grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Contractor, but the Contractor will not be liable for any change or alterations to the Contract Deliverables or for their use in an incomplete state.

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 Town 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 first written above.

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

IFB SUBMISSION FORM
IFB NO. 500630-FY19-41

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 IFB 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 three (3) 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.

IFB NO. 500630-FY19-41 RESIDUALS REMOVAL SERVICES AT KENNETH B. ROLLINS WATER TREATMENT PLANT	Bid Due Date: May 2, 2019 by 3:00 P.M.
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Bidder Information:	Delivery Within _____ Days ARO
	Terms _____ % _____ No of Days or _____ NET 45 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. Advice 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.

Item	Description	Estimated Quantity	Unit of Measure	Unit Price (per gallon)	Extended Price (Est. Quantity X Unit Price)
1	Water Treatment Plant Process Sludge Removal (Minimum of 24,0000 gallons per week)	1,400,000	Gallon	\$ _____	\$ _____

TOTAL BID PRICE (Extended Price of Item No. 1)	\$ _____
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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. Bidder guarantees product or services will meet or exceed specifications and are subject to the terms and conditions contained in the Invitation for Bid.

Prices shall include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to perform the services described herein. Material acquisition, handling and delivery, or for movement of Contractor-owned or rental equipment shall also be included in the proposed prices.

Authorized Signature: _____ 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: _____