



**REQUEST FOR PROPOSAL (RFP)  
CATIONIC EMULSION POLYMER  
WATER POLLUTION CONTROL FACILITY**

ISSUE DATE: Thursday, May 2, 2019

RFP NO.: 500640-FY19-40

PRE-PROPOSAL MEETING: Friday, May 10, 2019; 11:00 A.M.

QUESTION DEADLINE Thursday, May 16, 2019; 5:00 P.M.

PROPOSALS DUE: Wednesday, May 29, 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](mailto:BidQuestions@leesburgva.gov)

NOTICE OF ADDENDA: Any addenda to this RFP 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 soliciting competitive sealed proposals from qualified firms for Cationic Emulsion Polymer (Polymer) as described herein. Delivery will be to the Town’s Water Pollution Control Facility (WPCF) located at 1391 Russell Branch Parkway SE, Leesburg, Virginia 20175.

A non-mandatory pre-proposal meeting will be held at 11:00 a.m. on Friday, May 10, 2019 at the Water Pollution Control Facility located at 1391 Russell Branch Parkway, SE Leesburg, VA 20175. It is strongly recommended that all offerors 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 population of 54,215. 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 Pollution Control Division (WPCD) is responsible for the safe and efficient treatment of wastewater for the Town of Leesburg service area to ensure the protection of public health and the environment.

The Town of Leesburg uses Cationic Emulsion Liquid Polymers as secondary clarifier settling and sludge dewatering agents.

Please see the historical listing of Polymers used by WPCF below:

<b>Manufacturer</b>	<b>Distributed By</b>	<b>Clarifier Polymers</b>	<b>Solids Handling Polymers</b>
BASF	COYNE	N/A	ZETAG8818
	COYNE	N/A	ZETAG 8818 ENHANCED
POLYDYNE	POLLU-TECH	CL 781	CL 981
	POLYDYNE	CLARIFLOC C-6266	CLARIFLOC C-6288
SOLENIS	SOLENIS	PRAESTOL K 120-L	N/A

### III. SCOPE OF WORK

It is the intent of this solicitation to establish an annual, as-needed term contract to provide cationic emulsion polymer for the Town’s Water Pollution Control Facility (WPCF). Offeror, also referred to herein in a Contractor, must be able to supply Polymer for both secondary clarifier settling as well as solids handling dewatering. Estimated Quantities and Product Specifications are provided below.

#### A. Estimated Quantities

Estimated Quantity	Unit of Measure	Description	Delivery Facility
45	Tons (Totes)	Cationic Emulsion Polymer (Secondary Clarifier)	WPCF
10	Tons (Totes)	Cationic Emulsion Polymer (Solids Handling)	WPCF

#### B. Product Specifications

##### 1. Cationic Emulsion Polymer (Totes)

###### A. Specification:

- a. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the environment or contain substances causing the wastewater so treated to fail to meet the requirements of the Town’s wastewater discharge permit.
- b. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog pumping equipment and appurtenances.

##### 2. Product Performance:

###### A. Polymer for Secondary Clarifier

- a. Maximum Sludge Volume Index, Return Activated Sludge (RAS) (SVI): <150 mL/L
- b. Maximum Total Suspended Solids in Secondary Clarifier Effluent: 1.5 mg/L MAX
- c. Product shall be compatible with polymer emulsion utilized in solids handling operations with minimal negative effects

###### B. Polymer for Solids Handling

- a. Maximum Total Suspended Solids in Dewatering Filtrate: <0.5% TSS
- b. Minimum Total Solids in Dewatered Cake: min 16% -22% TS
- c. Product shall be capable of maintaining the Gravity Belt Thickener (GBT) and Belt Filter Press (BFP) dewatering equipment in continuous operation and not result in any blinding, ponding, etc.

##### 3. Delivery Requirements:

1. Delivery truck shall provide all necessary equipment and means to offload (pallet jack). Forklift will be provided by the Town.
2. Delivery shall always be preceded by driver, truck information sheet via fax or e-mail 24 hours prior to delivery. Failure to provide this will result in delivery rejection.
3. Provider shall maintain sufficient local stock to deliver 2 totes of polymer for dewatering and 4 totes of polymer for clarification, within five (5) business days of notice at no additional charge. Delivery days must be Monday through Friday, 7 AM through 3 PM excluding federal holidays.
4. Delivery Location and Estimated Quantity

Location	Estimated Annual Quantity
WPCF – 1391 Russell Branch Parkway, Leesburg VA	55 Tons of Product

### C. Special Terms and Conditions

1. **Shipping:** Contractor shall ship chemicals in accordance with standard commercial practices and all Federal, State and local laws and regulations. Contractor shall be solely responsible for the shipment until delivery at the designated facility. Material shall be shipped in approximately 275 gallon 2,300 pound totes. Original date of manufacture should be no more than six months from delivery date.
2. **Spot Inspection and Testing of Chemicals at Time of Delivery:** The Town reserves the right to have chemical shipments inspected and tested by an independent laboratory. Failure of a shipment to comply with the Proposal specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, it will be returned to the Contractor, who shall pay all handling and shipping charges in both directions. Upon notice of rejection of a shipment, the Contractor shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor is unable to promptly furnish the chemical of acceptable quality, the Town will obtain the chemical elsewhere. Any additional cost incurred by the Town will be charged to the Contractor either as a credit against an outstanding invoice or as an invoice for immediate reimbursement.
3. **Virginia Department of Environmental Quality Requirements:** The Virginia Department of Environmental Quality (VDEQ) requires that all containers are labeled in accordance with all applicable federal regulations. The Contractor is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP may result in termination of the contract.
4. **Safety Data Sheet Reports:** Provide the following SDS related documentation:

- a. A copy of the most current SDS Report must be included with your Proposal submission.
  - b. National Sanitation Foundation certification for the quoted chemical, and
  - c. Chemical certificate of analysis
5. **Estimated Quantities:** The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year, and shall not be construed to represent an amount which the Town shall be obligated to purchase. The exact amounts ordered may be more or less subject to the actual needs of the Town.
6. **Priority Customer:** By submitting a Proposal in response to this solicitation, offeror understands and acknowledges that the Town provides services that are essential to the health and welfare of the public. Failure of the awarded contractor to provide chemicals under any Contract issued pursuant to the terms, conditions, and specifications contained in this RFP may jeopardize Town's ability to provide timely services, which may affect the health and welfare of the public served by the Town. In the event of product shortages at any level of the production to delivery chain, the awarded offeror agrees and affirms that Town will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the awarded contractor must prioritize and/or allocate delivery among its customers, the requirements of the Town will be honored before chemicals are provided to a customer with no obligations with regard to the public health and welfare. To the extent that chemicals are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the chemicals will be allocated in a manner deemed to be fair and reasonable to all such clients.
7. **References: Offerors must submit three (3) references from institutions of a similar size and scope of operation in the Mid-Atlantic area for which the chemicals being proposed were provided within the past 12 months.** References must be able to attest without reservation that the firm provided the same chemical being proposed on in this solicitation without any significant problem of any kind, and at any time during the contract period.
8. **Delivery Requirements:** The Town will work with the Contractor to establish a mutually agreed upon delivery schedule. Generally, ten business days turn-around time is the preferred delivery time unless otherwise mutually agreed upon. The Offeror shall indicate any different delivery times. Failure to honor delivery schedules (including partial deliveries) may result in damages to the Town. The Town may at their own option and convenience procure late, partial, or missing deliveries in any manner that best resolves the shortage. The Contractor is liable for any and all costs incurred by the Town due to such failures caused by any circumstance or development of issues arise which would cause the WPCF to violate permits to include both Outfall and Reuse..
9. Delivery Requirements:
  - a. Delivery truck shall provide all necessary equipment and means to offload (pallet jack). Forklift will be provided by the Town.

- b.** Delivery shall always be preceded by driver, truck information sheet via fax or e-mail 24 hours prior to delivery. Failure to provide this will result in delivery rejection.
- c.** Provider shall maintain sufficient local stock to deliver 2 totes of polymer for dewatering and 4 totes of polymer for clarification, within five (5) business days of notice at no additional charge. Delivery days must be Monday through Friday, 7 AM through 3 PM excluding federal holidays.
- d.** Contractor shall comply with all regulations for truck unloading as established by the US DOT, as well as any State and local requirements for truck unloading.
- e.** Chemical containers supplied by the Contractor shall be the sole responsibility of the Contractor at all times and in any circumstance. Town will not pay demurrage or other charges unless the Town specifically requests that the Contractor leave the container beyond the delivery date.
- f.** The control number shall be provided to the Treatment Plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the utility may be cause for refusal of the delivery.
- g.** All deliveries shall be accompanied by a receiving ticket under this contract that shall be supported by:
  - Contractor's Name,
  - Purchase Order and Call Order Number (release number),
  - Date of Delivery and Date of Order,
  - Materials furnished, Certificate of Analysis,
  - Quantity, unit price and extension of each item, and total, in accordance with the contract, and
  - Name of authorized representative ordering the supplies.
- h.** The Contractor's delivery ticket will be signed in duplicate by the Town's designated representative. One copy will be given to the employee signing for the delivery and the second copy will be retained by the Contractor.
- i.** The Contractor will call the plant prior to delivery and shall fax or email a copy of the driver's license, truck and trailer numbers, and a Chemical Shipping Itinerary sheet, which must include the manifest number and the above referenced information.
- j.** The Town reserves the unilateral right to reject any late or partial delivery. Any related costs shall be borne by the Contractor.

- k. The Town has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.
  - l. All chemicals shall be delivered F.O.B. Destination. All cost for shipping, handling, insurance and related delivery charges must be included in the unit price for proposal item.
  - m. Regardless of the reason, the Contractor shall be solely responsible for spills, delivering chemicals to the wrong storage locations. Any and all cost associated with remediation, including, but not limited to Hazmat, site cleanup, etc.
  - n. Contractors shall provide and maintain any and all special tools required to load or dispense chemicals. If required, contractor shall provide pre-set torque wrenches; and will be solely responsible for damages, leaks, etc. caused by malfunctioning or improperly set tools.
  - o. Delivery vehicles must be in good working order and compliant with all Federal, State, and local transportation laws and regulations.
10. **Inspection:** The Town reserves the right to inspect and test any chemical at any time during or after delivery. No inspection, test, approval or acceptance of any Commodity shall relieve Contractor from liability for defects or other failure to satisfy the requirements set forth in the Contract Documents.
11. **Annual Economic Price Adjustment:**
- a. The Contractors may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics Producer Price Index – Not Seasonally Adjusted (“PPI-NSA”) for Chemicals and Allied Products (Series id WPU06), for the 12 month period ending 90 days prior to the end of the then current contract year. Request for contract price increases must be submitted at least 30 days prior to the end of the then contract year. This PPI may be replaced by any other single PPI providing that the substitute PPI constitutes the greatest component of the contracted chemical. (e.g. Series id – WPU6130232 – Sulfuric Acid). Multiple price indexes will not be considered for the same Proposal item. Offeror may specify a different index for different Proposal items based on the conditions identified above. **Offeror must specify on the proposal submission form the specific PPI series ID that will be used for the duration of the Contract.**
  - 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 Proposal, offerors agree and accept the terms of items A and B above for the duration of the contract.

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

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

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

14. **Contractor Replacement:** In the event that a Contractor is declared to be in default, the next lowest responsive and responsible offeror will be given an opportunity to accept a contract for the chemicals that were provided by the defaulting Contractor. If within 120 calendar days of Proposal Submission, the prospective Contractor must agree to provide the chemicals at its original Proposal price. After the first 120 calendar days, the Town reserves to negotiate pricing, to extend an offer to the next lowest offeror, or to rebid the subject chemical.

15. **Confirmation:** After the contract is awarded, the Polymer supplier shall be required to provide periodic confirmation that the Polymer dose rate remains at or below their proposed dosage rates accepted under this contract given acceptable variable conditions experienced

by the Plant. Certificates of Analysis should indicate consistent polymer properties. If Polymer does not perform to bid specifications after 120 days of award, contract will be terminated and alternate bids will be considered.

- 14 **Jar Testing:** Town reserves the right to request additional jar testing throughout the contract period for verification/recommendation purposes to encompass adverse weather or plant conditions.

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

The initial term of this annual 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. Consummation of a contractual agreement is contingent upon a Contract acceptable to the Town, copy of which is attached.

#### **V. PROPOSAL SUBMITTAL INSTRUCTIONS**

##### **A. Submittal Instructions**

One (1) original (so marked), three (3) hard-copies of your Proposal, and one (1) electronic copy of your Proposal in USB format must be submitted to the address on the cover page of this RFP by the date and time noted. Late Proposals will not be accepted. Telephone, fax, electronic, emailed and verbal offers will not be accepted.

Submit proposals in a sealed envelope with the following information:

TITLE: Cationic Emulsion Polymer Water Pollution Control Facility  
DUE DATE: May 29, 2019; 3:00 P.M.  
LOCATION: Town of Leesburg  
Procurement Office  
25 W. Market Street  
Leesburg, VA 20176

Offerors assume full responsibility for the delivery of the completed proposal to the address noted above on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the delivery of the Proposals. **ANY PROPOSAL RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.**

##### **B. Proposal Format**

Offerors shall submit proposals in the following format:

1. Proposals shall include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.

2. Proposals shall be submitted on 8-1/2" x 11" paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposals shall be signed in ink by the individual or authorized principals of the firm.
4. Proposals shall contain no more than fifty (50) individual sheets. Double-sided printed pages are encouraged. Note that a sheet printed on both sides is counted as a sheet. All sheets in the proposal (i.e. including covers, dividers and tabs, table of contents, executive summary, etc.) will be counted as part of the sheet count.
5. Each copy of the proposal shall be bound or contained in binders, all pages shall be numbered, and shall be organized using tabs in the sequence and format as indicated below:

TAB 1	<ul style="list-style-type: none"> <li>• Table of Contents</li> <li>• Executive Summary</li> <li>• Offeror Submission Form (Page 30)</li> <li>• Acknowledgement of Addenda (Page 33)</li> </ul>
TAB 2	<ul style="list-style-type: none"> <li>• Offeror's Experience and History</li> <li>• Project Team and Organization Chart</li> <li>• References Form (Page 31)</li> </ul>
TAB 3	<ul style="list-style-type: none"> <li>• Outline of Offeror's Ability to Meet the Scope of Work as Outlined in Section III, Product Specifications, and Delivery Requirements</li> </ul>
TAB 4	<ul style="list-style-type: none"> <li>• Price Proposal (Page 32)</li> </ul>
TAB 5	<ul style="list-style-type: none"> <li>• Exceptions to the RFP</li> </ul>

### C. Proposal Organization

Offerors are encouraged to be thorough in addressing the Scope of Work and the Proposal Submittal Instructions as outlined in this RFP. Offerors must fully address each of the following items and submit proposals using the following format:

1. **Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from

the State Corporation Commission stating that your Firm is authorized to transact business in the Commonwealth of Virginia.

2. **Capability and Skill:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: Offeror’s qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, a list of equipment inventory and facility descriptions, and provide a minimum of three (3) references for which offeror has completed services comparable to the scope of work in this RFP and in an environment comparable to The Town of Leesburg.
3. **Services Proposed:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the Offeror’s understanding of the scope of work and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III Scope of Work in order to demonstrate how the proposed product solution will meet the specifications requested, and a statement explaining why the offeror’s proposed solution would be the most advantageous to the Town.
4. **Price Proposal:** For the purposes of pricing calculations, the following is an estimate of the number of wet tons that the Town will require annually:

Description	Estimated Amount (Tons - Totes)
Cationic Emulsion Polymer for Dewatering	45
Cationic Emulsion Polymer for Clarification	10

The number of wet tons outlined above are for proposal determination only and are in no way a guarantee of actual services required and should not be interpreted as such by the offeror.

**Exceptions to RFP:** Detail any exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

## VI. EVALUATION CRITERIA AND AWARD

### A. Evaluation Criteria

Proposals will be evaluated on the following criteria and weighted accordingly:

1. Offeror’s Experience and History of Polymer in the Wastewater Industry – 20%

2. Understanding of The Town's Needs, Product Specifications, and Compatibility with the Town's Operations – 50%
3. Price Proposal 30%

**B. Selection Process**

The selection committee will be comprised of users from Water Pollution Control Facility. The Town Staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate a contract in accordance with the process for competitive negotiation described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for non-professional services.

The Town reserves the right to accept or to reject any or all proposals in whole or in part and to waive informalities in the process of awarding this contract. The Town further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the offeror could propose with respect to both price and technical capability.

**C. Product Testing by the Town**

The Town of Leesburg uses Cationic Emulsion Liquid Polymers as secondary clarifier settling and sludge dewatering agents. In order to maximize competition among Polymer vendors while ensuring all Polymers offered perform effectively, the Town will undergo a qualification testing to ensure the product demonstrates the satisfaction of the Town on both settling and dewatering aspects of plant operations. After the Town has completed testing, the Town will send notice to all offerors of the Town's determination of the Polymer yield for the proposed product. All products will be tested as described in the testing sections as follows. All pilot testing will be at plant scale level for a one-time test period of one week.

1. Phase 1 of Testing

Phase 1 will allow each offeror the opportunity to bench test his/her respective product line of polymers using plant sludge samples. The results of the bench scale testing will be used to narrow the selection of products for subsequent full scale testing in both the clarification and solids dewatering processes. Selection of emulsion polymers to be bench scale tested shall be at the sole discretion of the supplier. Offerors may test their products, for a period of up to one (1) eight-hour day, Monday through Friday, 8:00 a.m. to 4:00 p.m. All lab equipment shall be provided by the polymer supplier. Phase I testing will be conducted from.

## 2. Phase 2 of Testing

Phase II testing shall be coordinated with the Assistant Plant Manager and Chief Plant Operator. The selection decision for full scale testing will be at the sole discretion of the Town and associated Consultant based on Phase I results and will be limited to three. Phase II allows each selected supplier to test a maximum of one (1) polymer for secondary clarification and one (1) polymer for solids dewatering. The polymers to be tested during Phase II are selected by the supplier based upon the results of the Phase I bench scale testing. Each supplier shall provide, at their expense, enough polymer for the Phase II test. Phase II testing of solids handling polymer shall run for a minimum of sixteen (16) consecutive hours (unless it is evident the polymer is not going to work as needed and the test is ended early). Phase II testing of the secondary clarification polymer shall run for a minimum of one hundred twenty (120) consecutive hours Thursday-Monday (unless it is evident the polymer is not going to work as needed and the test is ended early).

### D. Contract Award

The Town intends to award a contract to a qualified offeror authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract shall be at the sole discretion of the Town. Award will be made to the offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the above criteria.

The contents of the proposal submitted by the successful offeror will become a part of any contract awarded as a result of this RFP. The successful offeror 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 RFP. Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by 5:00 p.m. on Thursday, May 16, 2019.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the Proposal 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 Proposal documents. It is the Offeror's responsibility to obtain all addenda from the Town's website: <http://www.leesburgva.gov/Proposalboard>.

## VIII. GENERAL TERMS AND CONDITIONS

### A. General Terms and Conditions

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this Proposal shall be valid and may not be withdrawn for a period of one hundred twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all Proposals 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 Proposal permits competition. It shall be the Offeror'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 RFP 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:** Offerors shall thoroughly examine and be familiar with the Town specifications. The failure or omission of any Offeror to receive or examine this document shall in no way relieve any Offeror of obligations with respect to this Proposal or the subsequent contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this paragraph.
6. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
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 Proposal 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 Proposals, 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 Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each Proposal 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 Proposal 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 Proposals will be available for public inspection. Trade secrets and proprietary information submitted by a Offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section 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 Proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
- 12. **Laws and Regulations:** The Offeror'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 it 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 **703-771-2723**. Indicate the BPOL license number on the Proposal form.



14. **Ethics in Public Contracting:** The Offeror 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 Offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the Offeror 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:** Offerors are advised that the resultant contract may be extended, with the authorization of the Offeror, 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 Proposal.

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 withdraw 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 Offeror 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 Offerors:** More than one Proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a Offeror has an interest in more than one Proposal for the work contemplated will cause rejection of all Proposals in which the Offeror is interested. Any or all Proposals will be rejected if there is any reason for believing that collusion exists among the Offerors. Participants in such collusion may not be considered in future Proposals for the same work. The signer of the Proposal must declare that all persons, companies and Parties interested in the contract as principals are named therein; that the Proposal is made without collusion with any other person, persons, company or Parties submitting a Proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the Proposal has authority to contractually bind the Offeror. See Offeror 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 Offerors:** Each Offeror 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 Offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the Offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify Proposal rejection.
25. **Liability:** The successful Offeror 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 Offeror that make performance impossible or illegal, unless otherwise specified in the agreement.

26. **Protest Of Award Or Decision To Award:** A Offeror 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:** Offeror 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.

Offeror 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. Offeror shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, Offeror 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 Offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror 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 Offeror will pay interest to the subcontractor on all amounts owed by the Offeror that remain unpaid after seven days following receipt by the Offeror 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 Offeror 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:** Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the Proposal includes services provided by others, the Offeror 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 Offeror 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 RFP.
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”), collectively referred to herein as “Parties”.

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, RFP No. 500640-FY19-40 (incorporated herein by reference), the Contractor’s Proposal dated \_\_\_\_\_ (attached hereto as “Exhibit A”), and any subsequent purchase orders issued by the Town. Where the terms of this Contract and the Contractor’s Proposal are at variance, the provisions of this Contract shall prevail. The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract, will be resolved in the following order of precedence: (1) this Contract; (2) RFP No. 500640-FY19-40; (3) the Contractor’s Proposal dated \_\_\_\_\_.
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 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 forty-five (45) days after receipt of invoice or completion of services, whichever occurs later.

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

Town of Leesburg  
Department of Utilities  
1391 Russell Branch Parkway  
Leesburg, VA 20175  
Attn: Brian Bailey, Water Pollution Control Division (WPCD)

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 a court within

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 the Town:
2. For the 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.
  - 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.

- D. 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.

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 Contract, the Contractor certifies that it does not and will not during the performance of this Contract 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 event 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 \$2,000,000 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 an 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 above written.

**TOWN OF LEESBURG, VIRGINIA**

[ENTER NAME OF CONTRACTOR]

AUTHORIZED  
SIGNATURE \_\_\_\_\_

NAME                     Kaj H. Dentler                    

TITLE                     Town Manager                    

DATE \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**RFP SUBMISSION FORM**  
**RFP NO. 500640-FY19-40**

**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 bid by all conditions of this RFP and certify that I am authorized to sign for my company.

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

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

*OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL*

**REFERENCE FORM**

**QUALIFICATIONS OF OFFEROR:** Offeror 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: \_\_\_\_\_

## PROPOSAL FORM

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

**RFP NO. 500640-FY19-40**  
**CATIONIC EMULSION POLYMER FOR**  
**WATER POLLUTION CONTROL FACILITY**

**Proposal Due Date:**  
**May 29, 2019 by 3:00 P.M.**

Offeror Information:

Delivery Within \_\_\_\_\_ Days ARO

Terms \_\_\_\_\_ % \_\_\_\_\_ No of Days  
 or \_\_\_\_\_ NET 30 Days

F.O.B. Destination

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

Item	Description	Estimated Quantity	Unit of Measure	Unit Price (per wet ton)	Extended Price (Est. Quantity X Unit Price)
1	Cationic Emulsion Polymer for Dewatering	45	Wet Ton Per cwt.	\$ _____	\$ _____
2	Cationic Emulsion Polymer for Clarification	10	Wet Ton Per cwt.	\$ _____	\$ _____
<b>TOTAL PROPOSAL PRICE</b> (Extended Price of Item#1-2)					\$ _____

**Instructions to Offerors:**

Proposals must be sealed with appropriate markings on the outside of the envelope or container. Complete all items or your Proposal may not be considered. Offeror guarantees product or services will meet or exceed specifications and are subject to the terms and conditions contained in the Invitation for Proposal.

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**

Offeror acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this Proposal.

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