



**INVITATION FOR BID (IFB)
WATER STORAGE TANK CLEANING AND INSPECTION SERVICES**

ISSUE DATE: Thursday, August 19, 2021

IFB NO.: 500630-FY22-14

QUESTION DEADLINE: Friday, August 27, 2021; 5:00 P.M.

BIDS DUE: Thursday, September 9, 2021; 3:00 P.M.

DELIVERY ADDRESS: Commonwealth's e-procurement website
www.eva.virginia.gov

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

NOTE: Effective January 1, 2021, and until further notice, all bids and proposals in response to a formal solicitation issued by the Town will be securely received via eVA, the Commonwealth's eProcurement website. All formal solicitations, including notices of addenda, will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and eVA (www.eva.virginia.gov). Courtesy notifications will be provided to interested parties who have registered to receive updates. Interested parties are responsible for providing the correct contact information to the Town.

TABLE OF CONTENTS

<u>SECTION/TITLE</u>	<u>PAGE</u>
I. PURPOSE.....	3
II. BACKGROUND.....	3
III. SCOPE OF WORK.....	3
IV. CONTRACT PERIOD	6
V. BID SUBMITTAL INSTRUCTIONS*	6
VI. AWARD CRITERIA.....	8
VII. QUESTIONS AND INQUIRIES	8
VIII. GENERAL TERMS AND CONDITIONS.....	9
IX. SAMPLE CONTRACT	16
IFB SUBMISSION FORM.....	23
REFERENCE FORM	24-25
BID FORM	26-27
QUALIFICATIONS FORM.....	28
ADDENDA ACKNOWLEDGEMENT	29
EVA NEW VENDOR REGISTRATION GUIDE	
EVA ELECTRONIC BID SUBMISSION GUIDE FOR IFB	

***NOTE: THIS SECTION CONTAINS REVISED PROCUREMENT PROCEDURES**

I. PURPOSE

The Town of Leesburg (the “Town”) is accepting bids for cleaning, inspection, and disinfection services on a triennial basis and cleaning and disinfection services on an as needed basis for distribution system water storage tanks. The purpose of this tank cleaning and inspection bid is to determine the extent, priority, and scheduling of water tank rehabilitation needs and to secure tank cleaning and disinfection services for routine tank draining and refilling events.

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 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 and distribution of water for the Town of Leesburg service area to ensure the protection of public health.

III. SCOPE OF WORK

A. Inspection Services Performed by the Contractor

1. The successful bidder, also referred to herein as “Contractor”, shall perform comprehensive evaluations of the interior and exterior coating systems including all components of the following five (5) water storage tanks:

Tank Name	Tank Type	Capacity (MG)	Size (FT) (Height – Diameter)	Material	Year Erected	Last Painted
Carr Tank 1	Elevated (Multi-Leg)	1.5	94 x 89	Steel	1976	2010
Carr Tank 2	Elevated (Multi-Leg)	1.5	94 x 91	Steel	2008	2009
Hospital Tank	Standpipe	1.5	88 x 54	Steel	1955	2019
Sycolin Tank	Composite	1.5	131 x 86	Concrete & Steel	2010	2010
Hogback Tank	Ground Storage	2.0	44 x 89	Steel	1989	2010

2. Unplanned tank cleaning and disinfection services may be necessary at any time at the Town's sole discretion.
3. The inspection shall include at a minimum: assessment of all interior and exterior coating systems, concrete base pads, concrete ring foundations, grouting, caulking, ladders, OSHA safety compliance items, screens, vents, railings, catwalks, supports, brackets, hangers, rings, hatches, mud/drain valves, above ground tank piping, and other penetrations.
4. The Town will drain the tank. Once complete, the Contractor shall use high pressure washing methods and equipment to remove all sediments and other foreign materials from the tank interior.
5. The Contractor shall be responsible for providing all equipment and means to remove any remaining water from areas of the tanks that do not evacuate through tank drains. Low areas and bellies in the tank shall require pumps.
6. The sediments and debris removed from the tank shall be stored by the Contractor on the subject tank property at the base of the tank.
7. The Town will be responsible for disposal of sediments and foreign materials removed from the tank.
8. Upon completion of cleanout operations, visual inspections or other miscellaneous maintenance activities, and at the discretion of the Town, the Contractor shall disinfect the tank per AWWA C652 Method 2 Disinfection Standard.
9. The Contractor shall supply and install new tank gaskets if necessary and will fasten or reinstall tank hatches or man-ways that were opened and shall be responsible for addressing and correcting any leaks that may occur upon refilling tank.
10. The Contractor shall measure coating, dry film thickness using a dry film thickness gage based upon magnetic principle, such as the Positector 6000. The number of readings will be representative of the tank interior and exterior accessible locations.
11. In the event of failing bacteriological test after disinfection and refilling of a tank, the Contractor shall be responsible for all costs associated with remediation, including labor, water, and re-disinfection.
12. The Contractor shall submit a written report within thirty (30) days containing a narrative and photographic documentation of those components or aspects of the tank inspection findings which warrant repair, servicing, or replacement by the Town.
13. The report shall also indicate areas requiring monitoring for future repair and/or replacement.
14. The report shall be prepared by a NACE Certified Coating Inspector.
15. A minimum of twenty (20) color photographs for both interior and exterior surfaces shall be submitted as an appendix to the report.

16. The report shall also include descriptions of any fault locations discovered in the inspection, including repair and coating replacement cost estimates.
17. The Contractor shall supply two (2) paper copies and one (1) electronic copy of each Tank Evaluation Report.

B. Contractor Performance Period

1. Water storage tank cleaning, inspection, and disinfection operations shall be performed on two (2) or three (3) tanks between March 1 and May 31. The remaining two (2) or three (3) tanks will be cleaned, inspected, and disinfected between September 1 and October 31.
2. Only one tank may be out of service at a time. Tank out-of-service period must be minimized to the greatest extent possible.
3. The Town will determine which tanks are to be cleaned/inspected during each of these two mobilizations.
4. The Contractor shall execute cleaning and inspection services on each tank without delay from the time the tank is drained; minimizing the duration of the tank outage is critically important.
5. Should the Town decide to forego or delay work on any tank for any reason, the Contractor shall work to re-schedule without financial penalty to the Town.

C. Town Responsibilities:

1. The Town will drain the tanks prior to cleaning, inspection, and disinfection services.
2. The Town will provide the Contractor with reasonable access to the tank and tank site.
3. The Town will provide the water and electrical service for the Contractor's use.
4. The Town will comply with OSHA Lockout-Tag Out requirements for tank valves and electric feeds.
5. The Town will perform bacteriological testing for disinfected tanks at no cost.
6. The Town will dispose of sediments and other foreign materials removed from the tank.

D. Facility Access:

1. The Contractor will be granted access to the Town facilities between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, to perform inspection, cleaning and disinfection services. Required visits outside this time may be scheduled in advance.

E. Contractor Qualifications

1. The Contractor shall submit written documentation with its bid demonstrating experience by having completed a minimum of fifty (50) similar elevated and/or ground storage tank inspections in the last five (5) years and be able to provide a list of at least five (5) recently completed projects.
2. The Contractor's field inspector and report preparer shall be NACE Coatings Certified and have at least five (5) years of water storage tank inspection experience. Evidence of certification shall be provided at the time of bid.
3. The Contractor shall have been in the tank inspection business for at least the last ten (10) years.

IV. CONTRACT PERIOD

The resulting unit price contract shall commence on a date that is mutually agreed upon by both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, the resulting Contract may be renewed for four (4) additional one-year terms. Renewal pricing may be negotiated and adjusted, but at no time will a single year price increase exceed the percentage increase of the All Items Less Food and Energy category, all urban customers, not seasonally adjusted, of the Consumer Price Index for All Urban Consumers (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

V. BID SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

All bids must be submitted through the Commonwealth's eProcurement website, www.eva.virginia.gov, to include one (1) pdf attachment of the following, completed documents:

1. IFB Submission Form (Page 23)
2. Reference Form (Page 24-25)
3. Qualification Form (Page 28)
4. Addenda Acknowledgement (Page 29)
5. NACE Coatings Certifications
6. Completed fifty (50) similar elevated and/or ground storage tank inspections in the last five (5) years.

Bids shall be submitted electronically to the Town via the Commonwealth's eVA website **prior** to the bid submission deadline stipulated for this IFB or as amended via any subsequent addenda issued by the Town. Bidders assume full responsibility for the electronic delivery of the completed bids to www.eva.virginia.gov on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the submission of bids. Late bids will **not** be accepted. Bids submitted by any method other than via the eVA website will **not** be accepted.

In order to be considered for a contract award, bidders must complete and submit a response to this IFB via the Commonwealth's electronic procurement website eVA (www.eva.virginia.gov). eVA

streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. Bidders desiring to provide goods and/or services to the Town must be a registered vendor in eVA. eVA Vendor Registration is free.

On the eVA website, www.eva.virginia.gov, applicants must login as a vendor using their eVA username and password. Please contact eVA Customer Care for instructions and/or assistance in registering to become a vendor, login, and/or uploading documents. eVA Customer Care:

Hours: 8:00 AM to 4:45 PM, Monday through Friday
Phone Toll Free: 866-289-7367
Email: eVACustomerCare@DGS.Virginia.gov

Guides for registering as a new vendor and submitting bids on eVA are included at the end of this document.

All required forms and documentation submitted in response to this IFB must be uploaded as one (1) pdf attachment to eVA (www.eva.virginia.gov). The attachment should use the following naming convention: the IFB number and the name of the bidder (i.e. IFB No. _____ - Your Company's Name).

NOTE: eVA will not allow a bidder to upload documents after the deadline set for receipt of bids. Any submission partially uploaded at the deadline date and time will be considered incomplete and will not be accepted. ANY BID RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.

B. Modification or Withdrawal of Bids

NOTE: THIS SECTION CONTAINS REVISED PROCUREMENT PROCEDURES

A Bid may not be modified, withdrawn, or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

Prior to the time and date designated for receipt of Bids, a Bid submitted electronically to the Town via the Commonwealth's eVA website may be modified or withdrawn.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

If within two (2) business days after Bids are opened and Bidder files a duly signed written notice, accompanied by original work papers, with the TOWN that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Withdrawal of bids submitted to the TOWN is governed by Section 2.2-4330 of the Virginia Public Procurement Act (VPPA).

C. Consideration of Bids & Public Bid Opening

NOTE: THIS SECTION CONTAINS REVISED PROCUREMENT PROCEDURES

The TOWN shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid, which is in any way incomplete or irregular. Though the eVA website does not reject multiple bid submissions, the TOWN permits only one bid to be submitted by the same firm in response to this IFB. Accordingly, the Town reserves the right to reject multiple bids submitted by the same firm in eVA. If a bidder submits more than one bid in response to this IFB, only the most recent submission will be considered, and previously submitted bids will be rejected.

All bids received will be opened publicly and read aloud utilizing the Commonwealth's eVA website. The bid opening for this project will be held at date and time specified in the Advertisement for Bid. The bid opening will be livestreamed via Microsoft Teams for accessibility to the public.

After the bids are opened and publicly read aloud, the Town will recalculate the arithmetic of all bids.

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 Friday, August 27, 2021.**

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

VIII. GENERAL TERMS AND CONDITIONS

A. General Terms and Conditions

1. **Bid Binding for Ninety (90) Days:** Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of ninety (90) 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 **703-771-2723**. 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 ten (10) 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 ten (10) 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 ten (10) 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 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 bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
21. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

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

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

22. **Collusion Among Bidders:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder has an interest in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among the

bidders. Participants in such collusion may not be considered in future bids for the same work. The signer of the bid must declare that all persons, companies and parties interested in the contract as principals are named therein; that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the bid has authority to contractually bind the bidder. See Bidder Submission Form.

23. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of Bidders:** Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the bidder may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection.
25. **Liability:** The successful bidder will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful bidder that make performance impossible or illegal, unless otherwise specified in the agreement.
26. **Protest Of Award Or Decision To Award:** A bidder may protest an award or decision to award a contract under procedures as set forth in the Virginia Public Procurement Act.
27. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
28. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
29. **Insurance Requirements:** Bidder shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of

A or better. A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Town.

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

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

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

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

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

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

31. **Prime Vendor Responsibilities:** Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this IFB. If the bid includes services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The bidder will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.
32. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the

necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town's Procurement Officer or designee.

IX. SAMPLE CONTRACT

CONTRACT NO. [SOLICITATION TITLE]

This **CONTRACT** (the “Contract”) is made this ____ day of _____, 2021, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “Town”), a municipal corporation, and _____, a _____, authorized to transact business in Virginia, 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, IFB No. 500630-FY22-14 (incorporated herein by reference), the Contractor’s Bid 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 Bid 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) IFB No. 500630-FY22-14 and all addenda thereto; (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
Attn: Water Treatment Plant
1391 Russell Branch Parkway
Leesburg, VA 20175
Rchambers@leesburgva.gov

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 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.
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, including all incorporated Contract Documents, 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 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 6 (Applicable Laws and Courts), 8 (Audit), 9 (Indemnification), 10 (Notice), 16 (Payment to Subcontractors) and 26 (Contractual Disputes) shall 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 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 _____

BID SUBMISSION FORM
IFB NO. 500630-FY22-14
WATER STORAGE TANK CLEANING AND INSPECTION SERVICES

SUBMIT A SIGNED BID FORM VIA EVA, WWW.EVA.VIRGINIA.GOV

The undersigned agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices.

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

Note: Indicate below a listing of at least three (3) current or recent municipal clients for whom the Contractor has performed and completed this type of work. Include reference contact information (email and phone number), a description of work performed, the dates of service, and the name, email address, and telephone number of the point of contact.

Reference No. 1 (Required):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 2 (Required):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 3 (Required):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 4 (Optional):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 5 (Optional):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

BID FORM – FOR REFERENCE ONLY

** Submit bid pricing electronically via eVA. This form is for reference only and should not be submitted with a bid. **

Item	Description	Quantity	Unit	Unit Price	Extended Price
CARR Tank 1 1.5 MG Toroellipse, CONSTRUCTED IN 1976					
1	Mobilization, Cleaning, Sediment Removal and Disinfection Price	1	EA		
2	Internal and External Inspection Price	1	EA		
3	Tank Evaluation Report Price	1	EA		
Subtotal CARR Tank 1					
CARR Tank 2 1.5 MG Toroellipse, Constructed in 2008					
4	Mobilization, Cleaning, Sediment Removal and Disinfection Price	1	EA		
5	Internal and External Inspection Price	1	EA		
6	Tank Evaluation Report Price	1	EA		
Subtotal CARR Tank 2					
Hospital Tank 1.5 MG Standpipe Constructed in 1955					
7	Mobilization, Cleaning, Sediment Removal and Disinfection Price	1	EA		
8	Internal and External Inspection Price	1	EA		
9	Tank Evaluation Report Price	1	EA		
Subtotal Hospital Tank					

Sycolin Tank 1.5 MG Composite, Constructed in 2010					
10	Mobilization, Cleaning, Sediment Removal and Disinfection Price	1	EA		
11	Internal and External Inspection Price	1	EA		
12	Tank Evaluation Report Price	1	EA		
Subtotal Sycolin Tank					
Hogback Tank 2.0 MG Ground Storage Constructed in 1989					
13	Mobilization, Cleaning, Sediment Removal and Disinfection Price	1	EA		
14	Internal and External Inspection Price	1	EA		
15	Tank Evaluation Report Price	1	EA		
Subtotal Hogback Tank					
TOTAL BID PRICE (SUM OF EXTENDED PRICES OF ITEMS 1 – 15)					

NOT A PART OF THE BID PACKAGE. DO NOT RETURN THIS FORM WITH BID

QUALIFICATION FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this form with your bid response may result in the Town deeming your bid as non-responsive.

1. Qualification: Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

Years: _____ Months: _____

3. Contractor’s Primary Contact(s) for this project:

Project Manager: _____ Email: _____ Phone: _____

Superintendent: _____ Email: _____ Phone: _____

Other (list title): _____ Email: _____ Phone: _____

4. Indicate below a listing of at least three (3) projects of similar size and scope within the past ten (10) years for which both the Project Manager and Superintendent specified and assigned for this project have successfully worked. Include reference contact information (name, email, and phone number), a description of work performed, the dates of service, and the contract value of the referenced project.

Company (Owner): _____ Contact: _____

Phone: (____) _____ Email Address: _____

Project Description: _____

Dates of Service: _____ Value (\$): _____

Company (Owner): _____ Contact: _____

Phone: (____) _____ Email Address: _____

Project Description: _____

Dates of Service: _____ Value (\$): _____

Company (Owner): _____ Contact: _____

Phone: (____) _____ Email Address: _____

Project Description: _____

Dates of Service: _____ Value (\$): _____

BIDDER MUST RETURN THIS FORM WITH THEIR BID

ACKNOWLEDGEMENT OF ADDENDA

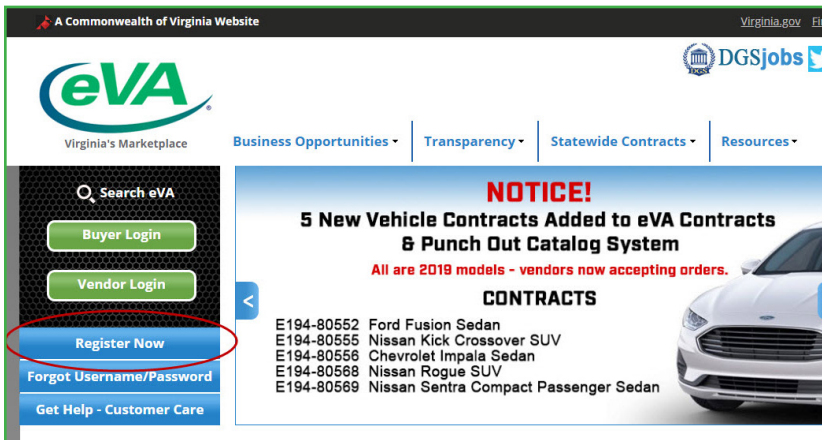
Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

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



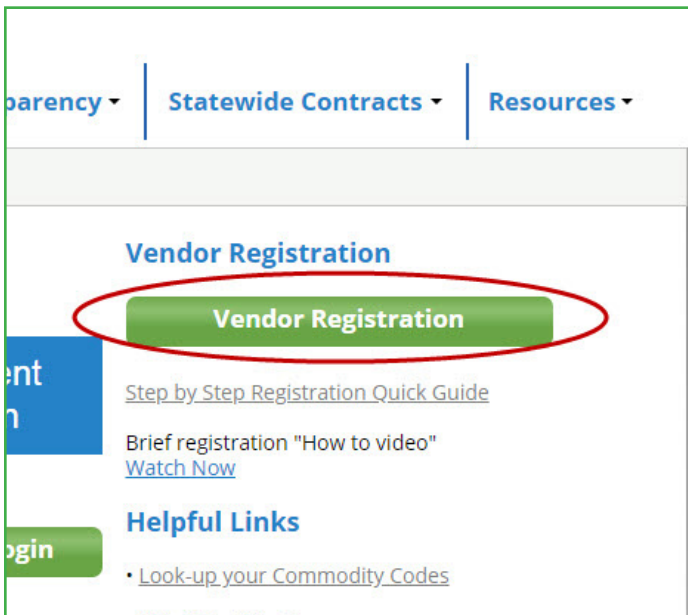
Step by Step Vendor Registration Instructions

Start by clicking the *Register Now* link on the eVA website homepage (www.eVA.virginia.gov).



Registration Checklist

1. **Company name** – Be sure to list a name that buyers will easily recognize.
2. **Federal Tax Identification Number (TIN)** – The 9 digit TIN or Social Security number that identifies your organization.
3. **Addresses & Contact information**
You will need street and/or PO box addresses, phone & fax numbers, and email addresses for orders, payments, bills, solicitations (business opportunities), and physical location.
4. **Commodity Codes** – Describes to buyers what your company sells. Use the *NIGP Code Look Up* link on the left hand menu of the eVA home page.



You can either begin a **New Registration**

Or you can choose **Add Location or Change Registration Type** to update an existing account

Search for your company location

Has your company done business with us in the past? If so, your company may already be in our database. Please use search.

Company Name:

Is your company listed ?

Yes, I found my Headquarters but not my Location → Click **Add Location** to create new Location for the existing Headq

Yes, my Account is activated but I don't know the login → Call Customer Care @ 1-866-289-7367 for help.

No, Register Now →

Headquarter Standard Name	Location Name	HQ Account	Registration Type	
Team MX	Tomahawk	No	Self-Registered	Add Location
Tom Gilbert	Michigan	Yes	Self-Registered	Add Location
Tom Tom Inc	Tom Tom Inc	Yes	Self-Registered	Add Location
✓ Tom's Taxidermy	HQ	Yes	State-Entered	Change Registration Type Add Location

For a new registration, you will start the registration process by reviewing & accepting eVA's Memorandum of Agreement then entering your company's EIN or SSN number.

eVA Memorandum Of Agreement (Effective 5/16/2006)

Thank you for joining the Commonwealth of Virginia eVA supplier community. You must agree to the terms defined below in order to:

- continue with the eVA registration process.
- avoid having an existing registration deactivated/canceled.

You are strongly encouraged to click on the "help & advice" button for more information.

This Memorandum Of Agreement (Agreement) sets forth the terms that have been established by the Commonwealth of Virginia, Department of General Services ("DGS") to govern all electronic procurement transactions made between your firm ("Vendor") and any agency or public body made, in whole or in part, utilizing the Commonwealth of Virginia's web-centric statewide electronic procurement solution (eVA).

For purposes of this Agreement:

- electronic procurement transaction is defined to include electronic quotations, bids, proposals, purchase orders, contracts, invoices, procurement information, instruments and notices electronically transmitted, received, or posted using eVA in lieu of or in addition to paper.
- agency is defined as any department, authority, board, post, commission, division, institution, or office of State government of the Commonwealth of Virginia.
- public body is defined as any legislative, executive or judicial body, agency, office, department, authority, post, commission, or board created by law in Virginia to exercise some sovereign power or to perform some governmental duty, and empowered by law to use eVA.
- eVA Fee Schedule is defined as a listing of eVA registration, transaction, and other fees (eVA fees) that are assessed to eVA users and published on the eVA Website. Each fee set forth on the eVA Fee Schedule is effective dated so eVA users, including Vendors, can see the fee schedule.

Provide the following and continue

Taxpayer ID & Type: EIN SSN

Company Zip:

Department of General Services • Division of Purchases and Supply • eProcurement Bureau
 1111 East Broad Street • Richmond, VA 23218-1199 • Patrick Henry Building
 For additional information, contact evacustomer@dgsvirginia.gov or 1-866-289-7367.

Company Profile

Tell us about your company, including if you'd like to receive bidding opportunities and whether or not your company accepts charge cards.

Enter information as it appears on your W-9 form

▼ Company Profile

* Taxpayer ID Number(Type) : 451203698(EIN)

* Organization Type :

Supplemental Organization Type :

Company/DBA/Location Name: Check if same as above

* Company Legal Name :

* DBA/Location Name :

Web Address :

* Notification of Bids? :

* Accept Charge Cards? :

Tax Exempt :

Tax Address

* W-9 Address :

City/State/Zip :

Country :

Attachments - attach supporting files: W-9, W-8, etc.
Registration is not considered complete unless a Commonwealth of Virginia Substitute W-9 is received. Payments for goods or services may be impacted without a properly executed Commonwealth of Virginia Substitute W-9 form. Get the W-9 form here: http://www.doa.virginia.gov/General_Accounting/Forms/W9_COVSubstitute.pdf

Purchases under \$5,000 will be made via the Commonwealth's Small Purchase Charge Card (VISA). Standard vendor merchant fees apply.

Upload your W-9 here.

Registration is not considered complete unless the Commonwealth of Virginia Substitute W-9 is received. Payments for goods or services may be impacted without a properly executed Commonwealth of Virginia Substitute W-9 form found here:
http://www.doa.virginia.gov/General_Accounting/Forms/W9_COVSubstitute.pdf

User Information

By checking the box for *Notifications* you are requesting for the *User to be* sent bidding opportunities.

▼ Create your Login Profile

* First Name :

* Last Name :

* Email :

* Retype Email :

* Phone :

Fax :

Notifications : (Include this user for Bid Notifications)

* Password :

* Retype Password :

Department of General Services • Division of Purchases and Supply • eProcurement Bureau
1111 East Broad Street • Richmond, VA 23218-1199 • Patrick Henry Building
For additional information, contact evacustomer@dgcs.virginia.gov or 1-866-289-7367.

Ordering Information

If your *Ordering Address* is the same as the *W-9 address* you entered above, then click *Copy Tax Address*.

If your *Ordering Contact* is the same as the *Login Profile* you entered above, then click *Copy Login Profile Info*.

▼ Address Information

Ordering Address (Copy Tax Address)	Ordering Contact: (Copy Login Profile Info)
* Street 1 : <input type="text"/>	* Contact First Name : <input type="text"/>
Street 2 : <input type="text"/>	* Contact Last Name : <input type="text"/>
* City/State/Zip : <input type="text"/> <input type="text"/> <input type="text"/>	* Email : <input type="text"/>
* Country : <input type="text"/>	* Retype Email : <input type="text"/>
* Method of Notification : Email	* Phone : <input type="text"/>
	* Fax : <input type="text"/>

Receive bid notifications electronically by selecting *email* from the drop down menu.

Leave the default as “Yes” if your other addresses are the same as your *Ordering Address*.

If one of the addresses is NOT the same as your *Ordering Address* then select “No” from the drop down menu for that address type and complete all required fields.

Solicitation Address/Contact(same as Ordering?) Yes	
Physical Address/Contact(same as Ordering?) No	Physical Contact: (Copy Login Profile Info)
* Street 1 : <input type="text"/>	* Contact First Name : <input type="text"/>
Street 2 : <input type="text"/>	* Contact Last Name : <input type="text"/>
* City/State/Zip : <input type="text"/> <input type="text"/>	* Email : <input type="text"/>
* Country : <input type="text"/>	* Retype Email : <input type="text"/>
* Method of Notification : <input type="text"/>	* Phone : <input type="text"/>
Payment Address/Contact(same as Ordering?) Yes	* Fax : <input type="text"/>
Billing Address/Contact(same as Ordering?) Yes	

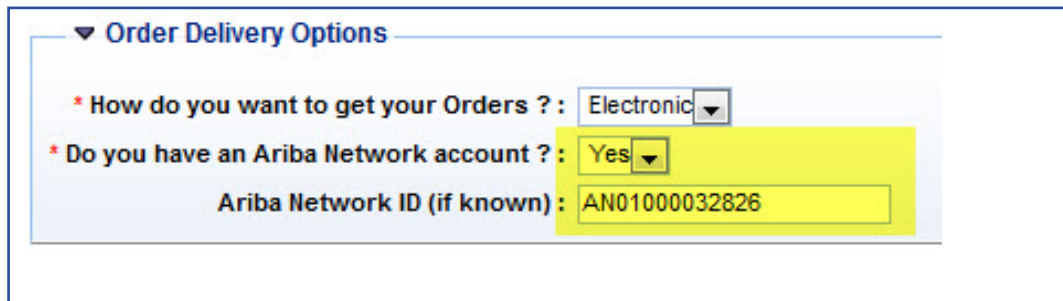
Department of General Services • Division of Purchases and Supply • eProcurement Bureau
1111 East Broad Street • Richmond, VA 23218-1199 • Patrick Henry Building
For additional information, contact evacustomer@dgcs.virginia.gov or 1-866-289-7367.

Order Delivery Options

Receive your Orders Electronically

The Commonwealth of Virginia uses the Ariba Network, an Internet based service, to transmit Purchase Orders to our Vendors electronically. Electronic order routing is the preferred method of the Commonwealth.

If you have an Ariba Network Account choose “Electronic.” Select “Yes” to *Do you have an Ariba Network account?* and be sure to list your Ariba Network ID.



▼ Order Delivery Options

* How do you want to get your Orders ? : Electronic ▼

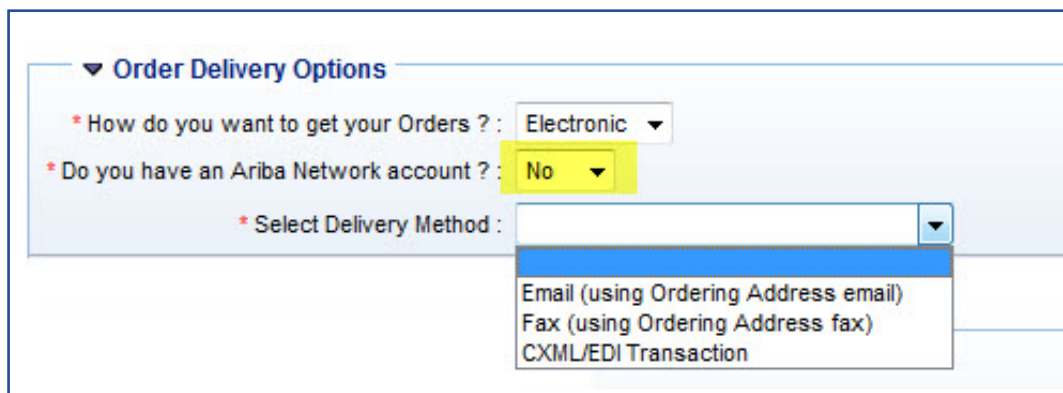
* Do you have an Ariba Network account ? : Yes ▼

Ariba Network ID (if known) : AN01000032826

If you do not have an Ariba Network Account choose “Electronic.” Select “No” to *Do you have an Ariba Network Account?* and select Email or Fax as your Delivery method. Orders will be routed to the Email or Fax you listed in your Ordering Address details.

By selecting “Electronic,” a free Ariba Network account will be pre-enabled for you. You will receive instructions on how to activate your Ariba account with your first order. With an Ariba account you will have access to Ariba’s vast network of users to whom you can also market your goods and services.

Choose “US Mail” only if the above methods do not fit your needs.



▼ Order Delivery Options

* How do you want to get your Orders ? : Electronic ▼

* Do you have an Ariba Network account ? : No ▼

* Select Delivery Method : ▼

- Email (using Ordering Address email)
- Fax (using Ordering Address fax)
- CXML/EDI Transaction

Service Area(s)

Tell Buyers where you do business

By choosing Zone 10, Statewide, you'll receive bid notifications from all over the state, not only from your area—providing you greater access to opportunities.

▼ **Service Area(s) and Commodity Profile**

Select Area(s) where you sell goods/services

Select Area(s)

Delete Service Area Zone

Choose

Select one or more Service Areas to associate to your company. To search for your Service Area, enter in a valid service area and click Search. Please click OK to save your changes.

Clear

Service Area Zone : Search

Service Area Zone
<input checked="" type="checkbox"/> Statewide
<input type="checkbox"/> Cities: Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg. Counties: Isle of Wight, James City, Southampton, Surry, Sussex, and York.
<input type="checkbox"/> Cities: Colonial Heights, HopeWell, Petersburg, and City of Richmond. Counties: Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, King William, New Kent, Powhatan, and Prince George.
<input type="checkbox"/> City: Fredericksburg. Counties: Caroline, Culpeper, Essex, Gloucester, King and Queen, King George, Lancaster, Madison, Mathews, Middlesex, Northumberland, Orange, Richmond County, Spotsylvania, and Stafford.
<input type="checkbox"/> Cities: Alexandria, Fairfax, Falls Church, Manassas, Manassas Park and Winchester. Counties: Arlington, Clarke, Fairfax, Fauquier, Frederick, Loudoun, Page, Prince William, Rappahannock, Shenandoah, and Stafford.
<input type="checkbox"/> Cities: Charlottesville, Harrisonburg, Staunton, and Waynesboro. Counties: Albemarle, Augusta, Fluvanna, Greene, Highland, Louisa, Nelson, and Rockingham.
<input type="checkbox"/> City: Emporia. Counties: Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Greensville, Halifax, Lunenburg, Mecklenburg, Nottoway, and Prince Edward.
<input type="checkbox"/> Cities: City of Bedford, Buena Vista, Clifton Forge, Covington, Danville, Lexington, and Lynchburg. Counties: Alleghany, Amherst, Appomattox, Bath, Bedford County, Botetourt, Campbell, Pittsylvania, and Shenandoah.
<input type="checkbox"/> Cities: Galax, Martinsville, Radford, City of Roanoke, and Salem. Counties: Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski, and Roanoke County.
<input type="checkbox"/> Cities: Bristol and Norton. Counties: Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise, and Wythe.
<input type="checkbox"/> Counties: Accomack and Northampton

First Prev Next Last

OK Cancel

Department of General Services • Division of Purchases and Supply • eProcurement Bureau
1111 East Broad Street • Richmond, VA 23218-1199 • Patrick Henry Building
For additional information, contact evacustomer@dgsc.virginia.gov or 1-866-289-7367.

Commodity Codes

Enter the Commodity Codes that best describe what you sell.

TIPS! Do you provide all of the goods/services listed under a main category? If you said yes, then simply select only the main class code for your Vendor Account and you will receive notification for every opportunity for every item code under that main class!

(Required) Select NIGP codes to describe goods/services you sell

Delete	NIGP Code	Description
<input type="checkbox"/>	23227	Dried Flowers and Plants
<input type="checkbox"/>	23235	Floral Supplies: Artificial Flowers, Floral Tape, etc.
	flower	
	39367	Nuts, Edible (Incl. Sunflower Seeds)
	59515	Bulbs and Seeds (Incl. Flower Seeds)
	59528	Flowers, Fresh
	59557	Plants, Non-Flowering
	59566	Shrubbery, Flowering
	59588	Vases, Flower Pots, Pottery, etc.

For help understanding how Commodity Codes are categorized and used, reference the [Understanding Commodity Codes](#) guide located in the *Vendor Resource Center* under *Tools*.

If you need help identifying your Commodity Codes, use the [NIGP Code Lookup](#) located on the *I Sell to Virginia* page of the eVA website also found under the *Tools* section.

NIGP Code Starting With: Please enter a NIGP Code or leave blank!

Search Description:

[Search](#) [View All](#)

Class	Description
28500	ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
NIGP Code	Description
28500	ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
28501	Automated Meter Reading Systems (AMR)
28502	Analyzer, Electric Power Demand
28503	Arresters, Lightning
28504	Back-up Systems, Battery Operated (Emergency)
28505	Beacon Light Systems Complete For Buildings, Roadside, etc. (See Class 120 for Marine Beacons)

**Change your mind?
It's easy to edit the
Commodity Codes you
have selected!**

(Required) Select NIGP codes to describe goods/services you sell

Delete	NIGP Code	Description
<input checked="" type="checkbox"/>	23227	Dried Flowers and Plants
<input type="checkbox"/>	23235	Floral Supplies: Artificial Flowers, Floral Tape, etc.

Submit Registration!

Your eVA registration is complete and a username has been created for you.

Welcome aboard!

Thank You! [help & advice](#)

Congratulations, you have completed the registration process. You may now login to VSS using the User Name and Password you just created.

Your User Name is: tjohn

You Should

- Review your confirmation email from eVA (NoReturn@dgs.virginia.gov)
- Obtain an Ariba account for electronic orders (see guidance below)
- Login to review Account Maintenance features

[Login](#)

Department of General Services • Division of Purchases and Supply • eProcurement Bureau
1111 East Broad Street • Richmond, VA 23218-1199 • Patrick Henry Building
For additional information, contact evacustomer@dgcs.virginia.gov or 1-866-289-7367.



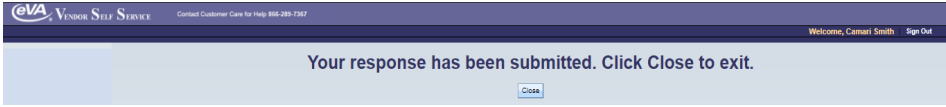
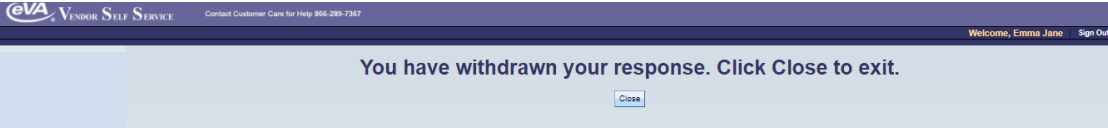
Quick Steps for Submitting an Electronic Response to an IFB Solicitation

Need help? Call eVA Customer Care at 866-289-7367 or Email eVACustomerCare@dgs.virginia.gov

General Requirements

- Your business must be eVA registered and in active status.
- **AVOID waiting until the day the solicitation closes to submit your response.**
- **Delaying submission could put your response at risk of not being accepted on time.**

1	Login to eVA	Login with your eVA account <i>user name</i> and <i>password</i> @ https://vendor.cgieva.com/loginEngine/index.jsp ** If you have not registered, use the <i>Register</i> button.
2	Find the Solicitation	<ul style="list-style-type: none"> i. Enter solicitation number/description into the Search field. ii. Click the Search icon iii. Click the View Opportunity button on the solicitation you wish to view. Didn't find it? Use the Advanced Search filters.
3	Review Solicitation & begin the response	<ul style="list-style-type: none"> i. Review the solicitation posting and attachments. ii. Click Respond Online
4	Response Steps: 1: Response Header 2: Line Items	<ul style="list-style-type: none"> i. Click on +Solicitation Summary for a summary of the solicitation. ii. Attach Your Files (Optional). *The maximum size allowed for each file is 60.0 MB. <ul style="list-style-type: none"> a. Click Add Attachment button b. Click Browse/Choose File, locate the file you want to attach, and click Open, select file attachment Type: Standard, or Proprietary; repeat this step as necessary to attach more files. c. Click Attach File(s) button <p>NOTE: If you need to attach more than five files, repeat a-c.</p> iii. Respond to Evaluation Criteria, Reminders, Discounts (Optional), and enter any Overall Response Comments as applicable. iv. Click Next <p>NOTE: A warning pop-up confirmation message will appear if there were no attachment/s added. Click Cancel to edit response and add an attachment or click Continue to respond to the Line Items.</p> <ul style="list-style-type: none"> i. Click No Bid Lot to No Bid a Lot or Click Undo No Bid Lot to Undo No Bid a Lot (if applicable). ii. For lines, you would like to respond to, enter your responses in Unit Price and Delivery Days. <p>NOTE: Additional per line item information, can be provided by expanding the Comments, Product Specs, and Shipping/Handling Details links.</p> <ul style="list-style-type: none"> iii. For lines, you do not wish to respond to, select No Response from the Response Type drop-down box.

<p>Amend Response (cont'd)</p>	<p>viii. Review response and click Submit.</p> <p>ix. Confirm submission of response by clicking the Submit button on pop up.</p> <p>NOTE: You will receive a “Your response has been submitted. Click Close to exit.” confirmation screen once your response has successfully submitted.</p>  <p>x. Click the Close button</p>
<p>7 Withdraw Response</p>	<p>i. From the Home page, click the My Business dropdown box and click the Responses link (top of page).</p> <p>ii. Find the latest version of your solicitation response and click the View/Edit Response button.</p> <p>iii. Click Withdraw (top of page)</p> <p>iv. Confirm and click Withdraw on pop up</p> <p>NOTE: You will receive a “You have withdrawn your response. Click Close to exit.” confirmation screen once your response has successfully submitted.</p>  <p>v. Click Close</p> <p>vi. Status under Response will now be Withdrawn</p>
<p>8 Print Response</p>	<p>i. From the Home page, click the My Business dropdown box and click the Responses link (top of page).</p> <p>ii. Find the latest version of your solicitation response and click the View/Edit Response button.</p> <p>iii. Click the Next button to navigate to Step 4: Review & Submit</p> <p>iv. Click Print</p> <p>v. Click Exit</p>