



**REQUEST FOR PROPOSAL (RFP)  
CLASS A BIOSOLIDS BENEFICIAL USE, DISTRIBUTION,  
AND MARKETING PLAN**

ISSUE DATE: Thursday, February 3, 2022

RFP NO.: 500640-FY22-27

PRE-PROPOSAL DATE: Wednesday, February 9, 2022; 9:30 A.M.

QUESTION DEADLINE: Monday, February 14, 2022; 5:00 P.M.

PROPOSAL DUE DATE: Tuesday, March 1, 2022; 3:00 P.M.

DELIVERY ADDRESS: Commonwealth's e-procurement website  
[www.eva.virginia.gov](http://www.eva.virginia.gov)

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**\*\*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](http://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.**

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## **I. PURPOSE**

The Town of Leesburg (the “Town”) is soliciting proposals for the purchase, removal, and beneficial use of the Class A dried biosolids product produced by the Town’s Water Pollution Control Facility. The successful Offeror(s) will be responsible for removal and will develop either a beneficial use plan or a distribution and marketing plan for the beneficial use of the Water Pollution Control Facility’s Class A dried biosolids product.

A non-mandatory pre-proposal meeting will be held on Wednesday, February 9, 2022 at 9:30 A.M. at the Utility Maintenance Building located at 1385 Russell Branch Parkway SE, Leesburg, Virginia 20175. This meeting will also be streamed via Microsoft Teams. It is strongly recommended that all bidders attend this meeting to gain a thorough understanding of the project.

- To join the meeting and view the video shared by the Town of Leesburg from your computer, please see the following link(s): [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWU0YzJlZTYtM2YwNi00NDYzLWExNzgtNWQyNjMzMmI2OGFm%40thread.v2/0?context=%7b%22Tid%22%3a%22fcff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%229bec83ad-0021-4134-81bd-403ce78b1921%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWU0YzJlZTYtM2YwNi00NDYzLWExNzgtNWQyNjMzMmI2OGFm%40thread.v2/0?context=%7b%22Tid%22%3a%22fcff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%229bec83ad-0021-4134-81bd-403ce78b1921%22%7d)
- To join the meeting via phone, please see the following dial-in info:  
Dial In: # +1 689-218-0588
- Meeting Conference ID: 371 562 254#

## **II. BACKGROUND**

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated service population of 62,500. The Town’s fiscal year begins on July 1 and ends on June 30. As a government entity, the Town of Leesburg is exempt from being taxed on goods and services.

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

The Department of Utilities is responsible for providing quality water and sanitary sewer services to utility customers in a manner that balances social, environmental, and economic factors. The Department of Utilities consists of four operating divisions: Administration, Utility Maintenance, Water Supply, and Water Pollution Control.

The Water Pollution Control Division (WPCD) is responsible for the safe and efficient treatment of wastewater and the subsequent stabilization and disposal of resulting solid wastes to ensure the protection of public health and the environment. The Town’s Water Pollution Control Facility is designed to treat sewage at a rate of 7.5 million gallons per day and the division also operates ten pump stations within the Town’s service area.

The Town expects to award multiple contracts under this solicitation and reserves the right to determine the exact number of individual contracts based on the responses received from this request. In making awards, the Town will consider how proposals will best fulfill the Town's objectives (set forth in Section III.C below) while meeting the Town's need for removal of an estimated volume of product from the Water Pollution Control Facility, as described more fully in Section III (Scope of Work) below. It is anticipated that one or more contracts will be awarded, each with a not to exceed limitation on the estimated annual tonnage.

The contract(s) awarded under this solicitation will be administered by the Town's Department of Utilities.

### **III. SCOPE OF WORK**

#### **A. General**

The Town owns and operates a Water Pollution Control Facility (WPCF) and a Dryer Facility (Facility) where anaerobically-digested primary and waste activated solids from the WCPF are processed into a pelletized, Class A, Exceptional Quality (EQ) biosolids product (EQ Product) using a rotary drum dryer. The Town's Virginia Pollutant Discharge Elimination System (VPDES) Permit as issued or reissued from time to time by the Virginia Department of Environmental Quality (DEQ) (Permit) provides for the operation of the Facility and distribution of the EQ Product. The EQ Product is registered with the Virginia Department of Agriculture and Consumer Services (VDACS). The Registration Number is 1073. Additionally, the Town holds a fertilizer license, renewed annually, with VDACS and reports usage amounts and locations (by county) of its EQ Product applied within Virginia.

The Town has developed a Biosolids Management Plan (BMP) for the Facility and EQ Product based on the Town's VPDES Permit requirements. In developing the BMP, the Town determined that, while it intends to continue to operate and maintain the Facility to process biosolids and produce the EQ Product, it desires to contract with a private entity (Beneficial Use Entity) to remove the EQ Product from the Facility and provide for the beneficial use of the EQ Product, either by the Beneficial Use Entity, or through marketing and distribution by the Beneficial Use Entity.

It is the Town's intent through this RFP to select and enter into a contract with the Successful Offeror(s) to be the Beneficial Use Entity also referred to herein as "Contractor". The Town has structured this RFP to allow Offerors to offer a distribution and marketing plan that aligns with both Town's objectives and requirements and the Offeror's capabilities and operations. In following sections, the Town has provided information about its EQ Product and the Facility, key objectives for the distribution and marketing program, and operational requirements that the Beneficial Use Entity will be expected to meet.

The Town intends that the resulting contract(s) having an initial term of one year. Upon mutual agreement of both parties, the resulting contract may be renewed for up to four (4) additional one-year renewal periods.

The Town believes that the stated objectives of the BMP Plan and the distribution and marketing program addressed in the RFP will best be met through a close working relationship between Town staff and the Successful Offeror(s). The Town is therefore committed to developing a close working relationship with the Successful Offeror(s) and expects the Successful Offeror(s) to do likewise.

**B. Biosolids Product Information**

The EQ Product consists of anaerobically digested primary and waste activated solids that are heat dried in a rotary drum dryer to produce a spherical pellet. The EQ Product is required to comply with Class A pathogen reduction, vector attraction reduction, and EQ pollutant concentration requirements for distribution and land application as specified in the Town's Permit in order to be marketed and distributed as an EQ material. Material that does not meet EQ requirements as specified in the Town's VPDES Permit is addressed by separate contract.

Quantities and typical characteristics of the EQ Product to be handled by the Beneficial Use Entity are provided as follows for informational purposes only; the Town offers no guaranty with respect to the quantity (amount or production rate) or characteristics of EQ Product that will be handled under this contract:

1. Biosolids Pellet: Class A residual
2. Biosolids Pellet Size Range: 1 – 2.8 mm range
3. Percent Total Solids: 91% to 95%
  - a. Historical average of 93%
  - b. Volatile Solids: 64%
4. Biosolids Bulk Density: 50 lbs/cubic foot
5. Nutrient (N:P:K) Content (dry weight): 6% Total Nitrogen
  - a. Total Phosphorous: 3%
  - b. Potassium: 0.5%
6. Metals and Salts (2018 average monthly concentration, mg/kg dry weight basis):
  - a. Arsenic: <10.8 Max (Non –Detectable in all samples)
  - b. Cadmium: 0.15
  - c. Copper: 478
  - d. Lead: 8
  - e. Mercury: 0.5
  - f. Molybdenum: 8
  - g. Nickel: 25
  - h. Selenium: 3
  - i. Zinc: 652
  - j. Aluminum: 2,173
  - k. Calcium: 21,425
  - l. Magnesium: 4295

- m. Potassium TOTAL: 2798
- n. Potassium AVAILABLE: 13,480
- o. Sodium: 782
- p. Sulfur: 10,905
- q. Manganese: 4295
- r. Iron: 52075
- s. Chromium: 54
- t. Chloride: 172
- u. Boron: 50
- v. Phosphorus TOTAL: 26,175
- w. Phosphorus AVAILABLE: 239,797
- x. Insoluble N: 56,000
- y. Total N: 48,750
- z. TKN: 66,825
- aa. NH-3 TOTAL: 1,380
- bb. NO2: <2.1 Max Non-Detectable in all samples
- cc. NO3: <11.3 Max Non-Detectable in all samples
- dd. FECAL: MPN <180

7. Average Annual EQ Product Production: 1000 dry tons/year

**C. Storage and Truck Loading Facilities; Loading Process**

Primary on-site EQ Product storage is provided by three storage silos at the WPCF, located at 1391 Russell Branch Parkway. Total storage volume and capacity in the silos is 225 tons. The Town anticipates a bulk removal rate at least every 60 days.

The loading facility is a semi-automated facility designed to convey the EQ Product from the on-site storage silos to an open-bed vehicle. The Town will oversee loading of Beneficial Use Entity vehicles to agreed and regulatory weight limits. Ownership of the EQ Product shall pass to the Beneficial Use Entity at the time of truck loading at the WPCF.

There is also a covered storage area with truck access at the WPCF which the Town uses for supplemental EQ Product storage when the storage silos are full. There is no direct conveyance of dried EQ Product to the supplemental storage area; where supplemental storage is required, the Town will bag the EQ Product and store it on pallets. Where the Beneficial Use Entity proposes to use a flatbed trailer for removal, the Town will load bagged EQ Product by forklift, to agreed and regulatory weight limits. If the Beneficial Use Entity proposes to use a covered or boxed trailer, the Beneficial Use Entity will be responsible for providing any additional equipment necessary to maneuver bagged EQ Product.

There is a truck weigh scale at the Facility, located in the truck loading bay beneath the silos, that shall be used for weighing and recording all EQ Product removed from the Facility by the Beneficial Use Entity.

Offerors are encouraged to examine the WPCF and the Facility, including the EQ Product storage silos, truck loading facility, and supplemental storage area during the Pre-Proposal Meeting and site tour described. Offerors should confirm that their proposed hauling vehicles are compatible with the size of the truck loading area and clearance beneath the storage silos.

**D. Town Department of Utilities Objectives**

The Town has the following key objectives, in order of importance, related to distribution and marketing of its EQ Product.

1. Compliance with the Town's VPDES Permit.
2. Reliable and consistent routine removal of the EQ Product from the Facility at rates acceptable to the Town and without seasonal or weather-related limitations; avoidance of hauling and site use disputes in any way involving the Town such as those associated with safety, odors, nutrient loading, or local regulations; and, where applicable, appropriate and dependable distribution of the EQ Product.
3. 100% beneficial use of the EQ Product, such that all of the EQ Product is either used by or distributed through a Beneficial Use Entity, or retained to meet Town requirements.
4. Revenue-generating potential for the Town. The Town's EQ Product is a high-quality material that has historically been purchased and sold in the beneficial use marketplace. Offerors are encouraged to consider pricing structures that have the potential to provide EQ Product revenue to Town and to maximize such revenue.
5. Protection of the reputation of the Town and its EQ Product and avoidance of any blemishing of such reputation.

**E. Town Operational Responsibilities and Requirements**

The Town will be responsible for the following:

1. Verifying that material handled as EQ Product under this contract meets applicable VPDES Permit requirements.
2. Town will only release EQ Product to the Beneficial Use Entity after Town verifies that Class A pathogen and vector attraction reduction have been met.
3. Managing removal and disposition of dewatered cake or "non-spec" dried biosolids from the Facility, except when providing such additional services are negotiated and incorporated into the resulting contract with the Beneficial Use Entity.
4. Allowing access to the Facility to the Beneficial Use Entity during normal operating hours of 7:00 AM to 3:00 PM Monday thru Friday for loading and weighing of EQ Product, except when access must be limited due to unusual or extraordinary circumstances.
5. Initiating and supervising EQ Product loading at the storage silos and weighing and recording the weight of each load of EQ Product removed from the Facility.
6. If use of the supplemental storage area for EQ Product handling and/or storage is proposed by the Beneficial Use Entity and accepted by the Town, the Town will be responsible for bagging and stacking the EQ Product on pallets, and for shrink-wrapping the pallets.

7. Performing such laboratory tests of the EQ Product as are required under the VPDES Permit, including any test results for the constituents and parameters listed in Section III.B, and providing the Beneficial Use Entity with copies of the results of such tests.
8. Initiating and conducting with the Beneficial Use Entity an annual review of both the Town's and the Beneficial Use Entity's performance.

**F. Contractor Operational Responsibilities and Requirements**

The Beneficial Use Entity will be responsible for meeting the following requirements:

1. Providing all equipment, materials and labor required for hauling, packaging, branding, marketing, sales, and distribution of the EQ Product.
2. Removing the EQ Product on a routine and consistent basis; other than any EQ Product that the Town chooses to withhold in any year for its own use in an amount up to but not in excess of 10% of the annual average production, bulk product to be picked up at least every 60 days.
3. If use of the supplemental storage area for EQ Product handling and/or storage is proposed by the Beneficial Use Entity and accepted by the Town, the Beneficial Use Entity will be responsible for all equipment, materials, and labor related to removal of the EQ Product from WPCF.
4. Accepting transfer of ownership of the EQ Product upon loading at the WPCF.
5. Ensuring the hauling and distribution of the EQ Product is performed in a manner that complies with all applicable laws and regulations including compliance and consistency with the Town's DEQ-issued VPDES Permit and associated Biosolids Management Plan.
6. Ensuring that trucks and trailers meet all federal and state registration, inspection and use requirements and are in good working order. (The Town may refuse to allow EQ Product to be loaded into deficient equipment.) All deficient equipment must be repaired/removed from Town property within 3 calendar days.
7. Ensuring that all drivers of trucks have a valid commercial driver's license and a good driving record with experience driving trailered vehicles of at least the same size as those proposed to be used under this contract.
8. Where the Beneficial Use Entity proposes marketing and distribution of the EQ Product, identifying in its proposal:
  - a. The details of the Beneficial Use Entity's proposed pellet distribution system through which EQ Product from the Facility will be sold in Virginia, including the estimated quantity of the Town's EQ Product that will be distributed through each system; similar details of any pellet distribution system of the Beneficial Use Entity through which the EQ Product is proposed to be sold outside of Virginia; and a statement identifying whether the Beneficial Use Entity currently has such distribution system(s) in place.
  - b. The permits, if any, that the Beneficial Use Entity must hold to enable the proposed distribution and, where the Beneficial Use Entity currently has the proposed distribution system in place, providing copies of such permits.



- c. The need for the Beneficial Use Entity to apply for and obtain any additional federal, state, and local permits that are necessary for the proposed distribution of the Town’s EQ Product.
  - d. If applicable, examples of other jurisdictions where the Beneficial Use Entity has implemented a similar distribution and marketing plan requiring the same or comparable permits.
9. If packaging the product in bags or other containers for retail distribution and sale, working with the Town to develop package design and labeling acceptable to the Town. The use of any Town seal or mark is prohibited without the express written permission of the Town.
  10. Ensuring compliance with conditions in the Town’s DEQ-issued VPDES Permit and associated Biosolids Management Plan applicable to distribution and marketing operations including but not limited to bulk land application.
  11. Developing and maintaining a safety manual/safety program that complies with Occupational Safety and Health Act standards and all federal, state, and local safety requirements for work performed under the resulting contract.
  12. Developing, maintaining and implementing a spill response plan covering spills and other unintentional releases of the EQ Product.
  13. The EQ Product does cause odor. Any resulting contract will specify that the Beneficial Use Entity will be responsible for promptly investigating and handling any odor complaints associated with the ultimate application of the EQ Product, at no expense to the Town.
  14. Providing and maintaining with the Town a contact name(s), phone number(s), and email address(es) with 24/7 accessibility during the contract term.

**G. Product Registration**

In Virginia, the EQ Product is currently registered with VDACS as a “soil amendment.” Any marketing or distribution as a “fertilizer” will require an appropriate registration change with VDACS in advance. The Beneficial Use Entity shall be responsible for preparing the application for and obtaining registration for any mutually desired revisions or amendments to the current registration.

In addition, the Beneficial Use Entity shall be responsible for obtaining all necessary and appropriate state and local permits, registrations, certifications and other permits and approvals of any kind in each state for which the Product will be used. Town will provide available data and information reasonably necessary to assist the Beneficial Use Entity in applying for such permits and approvals.

**IV. PROPOSAL SUBMITTAL INSTRUCTIONS**

**A. Submittal Instructions**

One (1) electronic copy of your complete proposal and (1) electronic copy with any trade secret, confidential, or proprietary information redacted must be submitted by the date and time noted in this RFP. Late proposals will **not** be accepted. Mailed, Telephone, fax, electronic, emailed and verbal offers will **not** be accepted.

Submit proposals through the Commonwealth's eProcurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov) in one (1) pdf attachment.

TITLE: RFP No. 500640-FY22-27

DUE DATE: Tuesday, March 1, 2022; 3:00 P.M.

**In order to be considered for a contract award, Offerors must complete and submit a response to this RFP via the Commonwealth's electronic procurement website eVA ([www.eva.virginia.gov](http://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. Offerors 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](http://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](mailto:eVACustomerCare@DGS.Virginia.gov)

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

Proposals shall be submitted electronically to the Town via the Commonwealth's eVA website prior to the proposal submission deadline stipulated for this RFP or as amended via any subsequent addenda issued by the Town. Offerors assume full responsibility for the electronic delivery of the completed proposal to [www.eva.virginia.gov](http://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 proposals. Late proposals will not be accepted. Proposals submitted by any method other than via the eVA website will not be accepted.

All required forms and documentation submitted in response to this RFP must be uploaded as one (1) pdf attachment to eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)). The attachment should use the following naming convention: the RFP number and the name of the bidder (i.e. RFP No. 500640-FY22-27 - Your Company's Name).

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

**B. Proposal Format**

Offerors must submit proposals in the following format:

1. Proposals must include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals must 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 by the person or persons legally authorized to bind the offeror to a Contract. During the COVID-19 State of Emergency, and during the Emergency or until further notice, electronic signatures will be accepted by the Town and submission of a proposal through the eVA website constitutes your representation that your firm authorizes the use of electronic signatures.
4. Proposals shall contain no more than one hundred and twenty-five pages. All sheets in the proposal (i.e. including covers, table of contents, executive summary, etc.) will be conducted as part of the sheet count.
5. Each copy of the proposal must be bound or contained in one PDF, all pages must 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>• Executive Summary</li><li>• Offeror Submission Form (Page 25)</li><li>• Acknowledgement of Addenda (Page 26)</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>• Client Listing/References (Page 27)</li><li>• Qualifications Form (Page 28)</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</li></ul>
TAB 4	<ul style="list-style-type: none"><li>• Distribution and Marketing Plan</li></ul>
TAB 5	<ul style="list-style-type: none"><li>• Proposal to the Town (Page 29)</li></ul>
TAB 6	<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, and provide a minimum of five (5) 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 solution will meet the specifications requested, and a statement explaining why the Offeror's proposed solution would be the most advantageous to the Town. Specify whether the Offeror proposes use or marketing and distribution of the EQ Product.
4. **Distribution and Marketing Plan:** Where the Offeror proposes distribution and marketing of the EQ Product, the Offeror shall clearly describe its proposed approach for distribution and marketing of the Product. Offeror shall describe, in separate subsections, its proposed scope of work, beneficial use markets, and any proposed modifications to the EQ Product or Facility operations to enhance the marketability of the EQ Product. The subsections should include, at a minimum, the following information:
  - a. Scope of Work – describe all work Offeror will perform to meet objectives and requirements. Include specific information on:
    1. Product removal and hauling schedule or other description of work to meet the objective of consistent, timely and reliable product removal.
    2. Any proposed use of the supplemental storage area at the Facility, if applicable.
    3. Type and ownership of vehicles to be used to transport the EQ Product.

4. All required permits the Offeror currently holds or will obtain related to distribution, marketing, and/or beneficial use of the EQ Product, as outlined in Section III(F)(8).
- b. Beneficial Use Markets – describe the beneficial use outlets to which the Offeror plans to distribute and market the project. Offerors are encouraged to provide sufficient information to demonstrate that targeted beneficial uses will be reliable outlets for the EQ Product, which may include but not be limited to the following:
    1. Description of the beneficial use.
    2. Whether or not the Offeror is currently distributing or using biosolids products similar to the EQ Product for the particular beneficial use.
    3. Estimated annual demand for biosolids products similar to the EQ Product.
    4. Estimated portion of the EQ Product the Offeror intends to market and distribute to the particular beneficial use.
    5. Typical range, in \$/ton sales, price for dried biosolids products similar to the EQ Product.
    6. Product packaging, if any, proposed or required.
  - c. Proposed Enhancements – Describe in this section any potential or recommended modifications to the EQ Product or Facility operations that would enhance the marketability of the Product or streamline Offerors’ operations. The Town will not be obligated to make any modifications unless specifically negotiated and agreed upon by both parties. For example:
    1. Changes in product size.
    2. Enhancements to manage dust and/or odor.
    3. Adjustments to EQ Product nutrient content.
    4. Large tote or other packaging at the Facility.

Offerors are encouraged to outline for the Town why they are the most reliable firm to ensure 100% beneficial use of the EQ Product and continuous removal of the material off-site.

5. **Price Proposal:** For the purposes of pricing calculations, the following is an estimate of the tons that the Town will require annually removed from the Water Pollution Control Facility:

<b>Class A Biosolids</b>	<b>Estimated Amount</b>
Bulk	800 tons
Bagged	100 tons

The number of biosolids 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. If the Offeror has interest in more than 100

tons of bagged Class A biosolids per year, the preference of tonnage between bulk and bagged should be indicated on the Biosolids Estimate Form.

6. **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.

#### **D. Proposal Protection**

In accordance with Sections 11 and 12 of the General Terms and Conditions (Section VII.B), all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. **The firm must also provide a separate electronic copy of the proposal with the trade secrets and/or proprietary information redacted.** If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

**IMPORTANT:** A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be removed from consideration.

#### **V. 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 Monday, February 14, 2022.**

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/bidboard>

## **VI. EVALUATION CRITERIA AND AWARD**

### **A. Evaluation Criteria**

All proposals must demonstrate the Offeror's ability to comply with applicable regulatory requirements. Those proposals that so demonstrate will be further evaluated on the following criteria and weighted accordingly:

1. Offeror's experience– 25%
2. Understanding of the Town's needs and commitment to provide continuity of services and timely removal of EQ product - 25%
3. Price proposal - 25%
4. Plan for Use or Distribution and Marketing of the EQ Product – 25%

### **B. Selection Process**

The selection committee will be comprised of Town of Leesburg staff. The Town staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate one or more contracts 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, to make multiple awards, and to waive informalities in the process of awarding this contract. The Town also reserves the right to award any combination of contracts that maximizes the Town's revenue while meeting the need for timely and legally compliant removal of the EQ Product. 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. 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 will 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 will 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. TERMS AND CONDITIONS

### A. Special Terms and Conditions

1. **Contract Term:** The initial term of this annual, requirements contract will commence on a date mutually agreed to by the Town and the Contractor and will continue in force for one (1) year. Upon mutual agreement of both parties, this contract may be renewed for up to four (4) additional one-year renewal terms. Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Services category, all urban consumers, not seasonally adjusted, of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index will be <http://www.bls.gov/cpi>.

### B. General Terms and Conditions

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal will be valid and may not be withdrawn for a period of one hundred and 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 request for proposals permits competition. It will 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 should thoroughly examine and be familiar with the Town specifications. The failure or omission of



any Offeror to receive or examine this document should in no way relieve any Offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal will be taken as prima facie evidence of compliance with this paragraph.

6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP should indicate such exceptions in their proposal. Failure to indicate any exceptions will be interpreted as the Offeror's intent not to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
8. **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.
9. **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.
10. **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 will 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.

11. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal will 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 12. “Trade Secrets and Proprietary Information Disclosure”.
12. **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 an Offeror in connection with procurement will 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.
13. **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 will 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.
14. **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.
15. **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.
16. **Safety:** All contractors and subcontractors performing services for the Town are required and must 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 will 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.

17. **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 the 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 the 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 will negotiate reasonable termination costs, if applicable.

Termination for Cause: – Termination by the Town for cause, default or negligence on the part of the contractor will be excluded from the foregoing provision; termination costs, if any, will 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 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 will 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 will be cancelled and the contractor will 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.

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

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

23. **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 an 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.
24. **Town Employees:** No employee of the Town will be admitted to any share or part of this contract or to any benefit that may arise there from.
25. **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.
26. **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.

27. **Expenses Incurred In Preparing Proposal:** The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the Offeror.
28. **Protest Of Award Or Decision To Award:** An Offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
29. **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.
30. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
31. **Insurance Requirements:** Offeror must 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 must be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Offeror must also carry: (a) 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; (b) Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia; and (c) such other insurance coverage as the Town deems to be necessary or appropriate to this Agreement, which may include, among other coverages, environmental liability and pollution coverage.

The above-mentioned coverage must 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 will be furnished to the Town. Liability coverage must 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.

32. **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 will 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 must not be construed to be an obligation of the Town. A contract modification must not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim should not include any amount for reimbursement for the interest charge.

33. **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 Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime vendor 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.
34. **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.



**OFFEROR SUBMISSION FORM**  
**RFP NO 500640-FY22-27**

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

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

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

Name	Address
_____	_____
_____	_____
_____	_____

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

***OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL***

**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: _____

## REFERENCE FORM

**QUALIFICATIONS:** Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements. Provide at least five (5) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past ten (10) years.  
*(Please print or type)*

1. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: \_\_\_\_\_  
\_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
2. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: \_\_\_\_\_  
\_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
3. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: \_\_\_\_\_  
\_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
4. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: \_\_\_\_\_  
\_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_
  
5. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED / DETAILS OF INSTRUMENTATION: \_\_\_\_\_  
\_\_\_\_\_  
NUMBER OF YEARS SERVICING FIRM: \_\_\_\_\_

<b>EQ PRODUCT ESTIMATE FORM</b> <b>(Indicate the preferred/requested annual tonnage for both bulk and bagged EQ Product</b>	
<b>Requested Annual Tonnage</b>	<b>Form of EQ Product</b>
	Bulk
	Bagged

**PROPOSAL TO TOWN  
RFP NO. 500640-FY22-27**

**CLASS A BIOSOLIDS BENEFICIAL USE, DISTRIBUTION AND MARKETING**

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

<b>Item</b>	<b>Description of Service</b>	<b><i>Requested Annual Tonnage</i></b>	<b>Unit Price Payable to Town (per ton)</b>	<b><i>Extended Price Payable to Town (Requested Annual Tonnage X Unit Price Payable to Town)</i></b>
1	Bulk		\$ _____	\$ _____
2	Bagged		\$ _____	\$ _____
<b>TOTAL PROPOSED PRICE</b>				

**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. Subject to terms and conditions contained in the Request for Proposal.

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

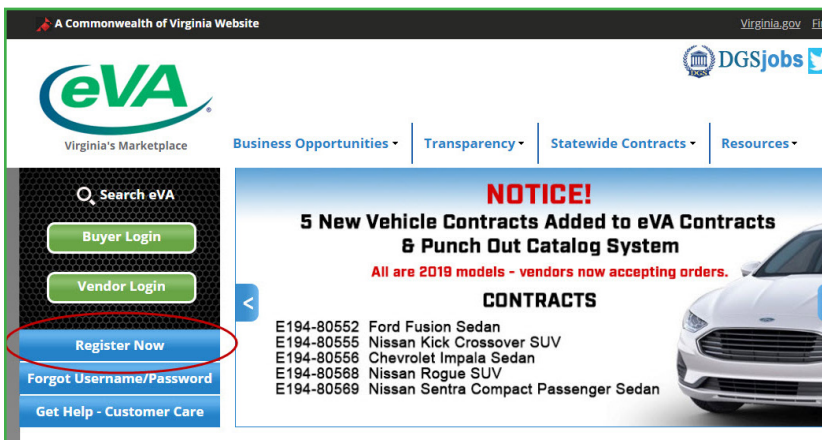
Proposed prices should reflect net revenue to be paid to the Town by Offeror. Offeror shall be responsible for all costs associated with responsibilities of the Beneficial Use Entity, to include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to inspect, test, maintain, repair and make repairs.

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_



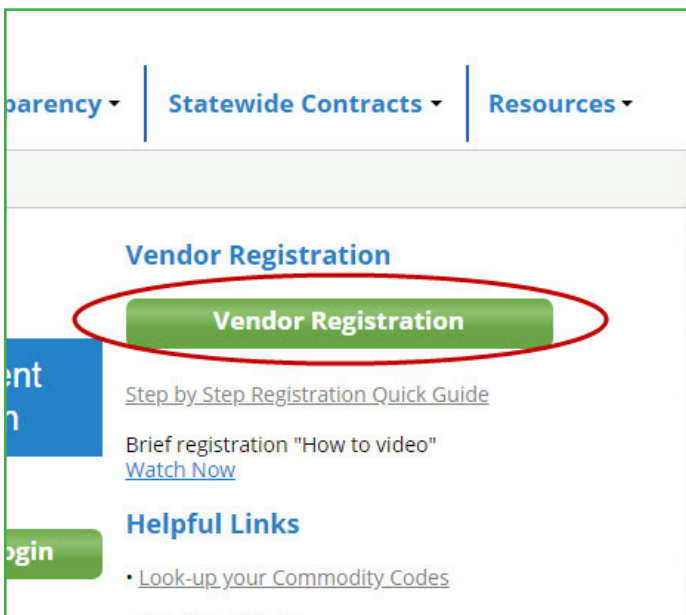
# Step by Step Vendor Registration Instructions

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	<a href="#">Add Location</a>
Tom Gilbert	Michigan	Yes	Self-Registered	<a href="#">Add Location</a>
Tom Tom Inc	Tom Tom Inc	Yes	Self-Registered	<a href="#">Add Location</a>
✓ Tom's Taxidermy	HQ	Yes	State-Entered	<a href="#">Change Registration Type</a> <a href="#">Add Location</a>

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 published on the eVA Website. Each fee set forth on the eVA Fee Schedule is effective dated so eVA users, including Vendors, can

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](mailto: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](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](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 :

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## 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

<b>Ordering Address</b> (Copy Tax Address)	<b>Ordering Contact:</b> (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	<b>Physical Contact:</b> (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"/>
	* Fax : <input type="text"/>
Payment Address/Contact(same as Ordering?) Yes	
Billing Address/Contact(same as Ordering?) Yes	

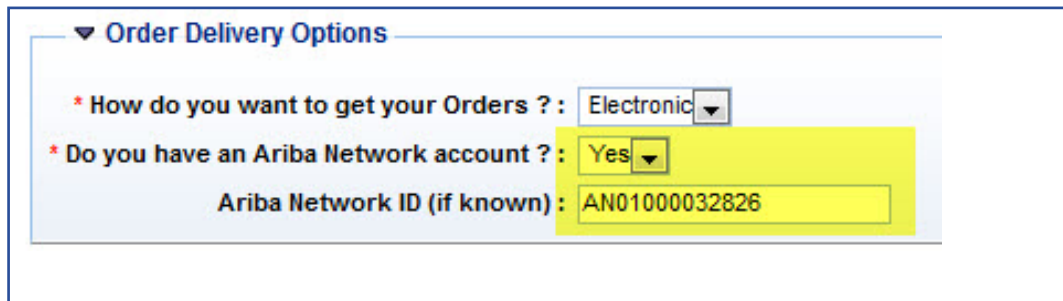
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## Order Delivery Options

### 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 ▼

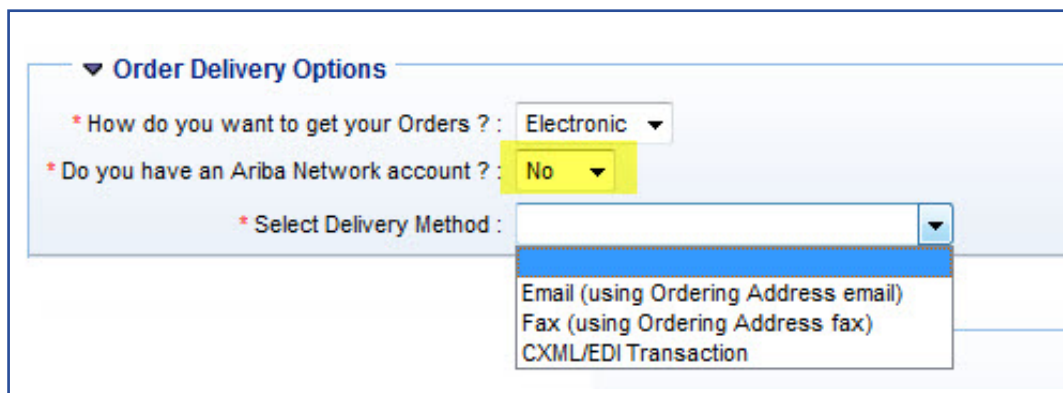
\* Do you have an Ariba Network account ? : Yes ▼

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 :

	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, Stafford, and Warren.
<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

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## 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](#)

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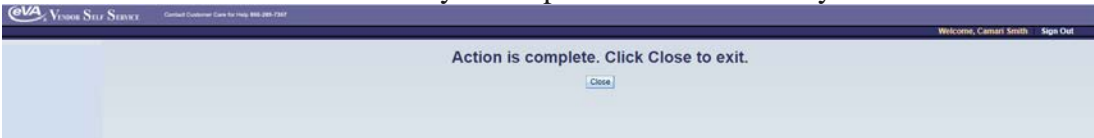
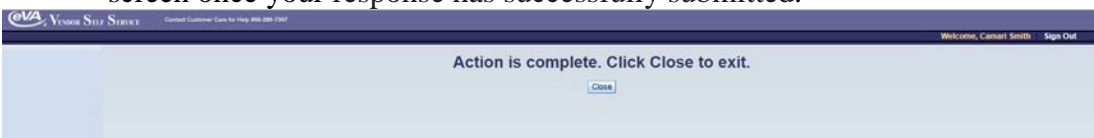
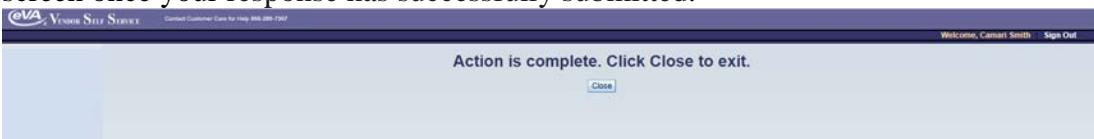
### Quick Steps for Submitting an Electronic Response to an RFP Solicitation

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	<b>Login to eVA</b>	Login with your eVA account <i>user name</i> and <i>password</i> @ <a href="https://vendor.epro.cgipdc.com/loginEngine/index.jsp">https://vendor.epro.cgipdc.com/loginEngine/index.jsp</a> ** If you have not registered, use the <i>Register</i> button.
2	<b>Find the Solicitation</b>	<ul style="list-style-type: none"> <li>i. Enter solicitation number/description into the <b>Search</b> field.</li> <li>ii. Click the <b>Search</b> icon</li> <li>iii. Click the <b>View Opportunity</b> button on the solicitation you wish to view. Didn't find it? Use the <b>Advanced Search</b> filters.</li> </ul>
3	<b>Review Solicitation &amp; begin the response</b>	<ul style="list-style-type: none"> <li>i. Review the solicitation posting and attachments.</li> <li>ii. Click <b>Respond Online</b></li> </ul>
4	<b>Response Steps:</b> 1: Solicitation Response  2: Subcontractor Plan  3: Response Summary	<ul style="list-style-type: none"> <li>i. Click on <b>+Solicitation Summary</b> for a summary of the solicitation.</li> <li>ii. <b>Attach Your Files.</b> *The maximum size allowed for each file is <b>60.0MB</b>. <ul style="list-style-type: none"> <li>a. Click <b>Attach Files</b> button</li> <li>b. Click <b>Browse/Choose File</b>, locate the file you want to attach, and click <b>Open</b>, select file attachment <b>Type:</b> Standard, Pricing, or Proprietary; repeat this step as necessary to attach more files.</li> <li>c. Click <b>Attach File(s)</b> button</li> </ul> <p><b>NOTE:</b> If you need to attach more than five files, repeat a-c.</p> </li> <li>iii. Respond to <b>Evaluation Criteria, Reminders</b>, and enter any <b>Overall Response Comments (Optional)</b> as applicable.</li> <li>iv. Click <b>Next: Subcontractor Plan</b></li> </ul> <p><b>NOTE:</b> Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.</p> <ul style="list-style-type: none"> <li>i. Click <b>Next: Review &amp; Submit</b></li> </ul> <p><b>NOTE:</b> A warning pop-up confirmation message will appear if you have not answered the subcontractor plan questions, "Who will be doing the work?". Click <b>Cancel</b> to edit response and add a subcontractor plan or click <b>Continue</b> to review and submit the respond.</p> <ul style="list-style-type: none"> <li>i. Review response and click <b>Submit</b></li> <li>ii. Confirm submission of response by clicking the <b>Submit</b> button on the pop up.</li> </ul>

<p>Response Summary (cont'd)</p>	<p><b>NOTE:</b> You will receive an “<b>Action is complete. Click Close to exit.</b>” confirmation screen once your response has successfully submitted.</p>  <p>iii. Click <b>Close</b></p>
<p><b>5 Verify Acceptance / Review Response</b></p>	<p>i. From the <b>Home</b> page, Click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</p> <p>ii. Find the solicitation number and corresponding Response ID, if labeled “<b>Accepted</b>” your response has been accepted.</p> <p>iii. To Review the response, click the <b>View/Edit Response</b> button.</p>
<p><b>6 Amend Response</b></p>	<p>i. From the <b>Home</b> page, click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</p> <p>ii. Find the latest version of your solicitation response and click the <b>View/Edit Response</b> button.</p> <p>iii. Click <b>Edit</b> button (top of page), status will now be showing “<b>In Progress</b>”</p> <p>iv. Update information as necessary to this page</p> <p>v. Click <b>Next: Subcontractor Plan</b></p> <p><b>NOTE:</b> Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.</p> <p>vi. Click <b>Next: Review &amp; Submit</b></p> <p>vii. Review response and click <b>Submit</b></p> <p>viii. Confirm submission of response by clicking the <b>Submit</b> button on pop up.</p> <p><b>NOTE:</b> You will receive an “<b>Action is complete. Click Close to exit.</b>” confirmation screen once your response has successfully submitted.</p>  <p>ix. Click <b>Close</b></p>
<p><b>7 Withdraw Response</b></p>	<p>i. From the <b>Home</b> page, click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</p> <p>ii. Find the latest version of your solicitation response and click the <b>View/Edit Response</b> button.</p> <p>iii. Click <b>Withdraw</b> (top of page)</p> <p>iv. Confirm and click <b>Withdraw</b> on pop up</p> <p><b>NOTE:</b> You will receive an “<b>Action is complete. Click Close to exit.</b>” confirmation screen once your response has successfully submitted.</p>  <p>v. Click <b>Close</b></p> <p>vi. Status under <b>Response</b> will now be <b>Withdrawn</b></p>

<b>8</b>	<b>Print Response</b>	<ol style="list-style-type: none"><li>i. From the <b>Home</b> page, click the <b>My Business</b> dropdown box and click the <b>Responses</b> link (top of page).</li><li>ii. Find the latest version of your solicitation response and click the <b>View/Edit Response</b> button.</li><li>iii. Click <b>Next: Subcontractor Plan</b></li><li>iv. Click <b>Next: Review &amp; Submit</b></li><li>v. Click <b>Print</b></li><li>vi. Click <b>Exit</b></li></ol>
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