



**INVITATION FOR BID (IFB)  
EASEMENT, RIGHT-OF-WAY AND NUISANCE ORDINANCE GROUNDS MAINTENANCE**

ISSUE DATE: Tuesday, October 24, 2023

IFB NO.: 500620-FY24-15

PRE-PROPOSAL MEETING: Monday, October 30, 2023; 8:00 AM

QUESTION DEADLINE: Wednesday, November 1, 2023; 5:00 PM

BIDS DUE: Thursday, November 16, 2023; 3:00 PM

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

CONTACT: Kelly Neff, CPPB, VCO  
Buyer II  
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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 received updates. Interested parties are responsible for providing the correct contact information to the Town.**

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## **I. PURPOSE**

The purpose of this Invitation for Bid (“IFB”) is for the Town of Leesburg, also referred to herein as Owner, to obtain the services of a qualified contractor to perform and furnish all materials, labor, tools, equipment and appurtenances necessary for utility easement, right-of-way and nuisance ordinance grounds maintenance. The easement maintenance services shall be for mowing, bush hogging, weed eating, timber removal and picking up trash and will be required on an hourly, on call, as needed basis. Right-of-way maintenance will be for mowing, weed-eating and picking up trash on a regular weekly schedule during the mowing season. Nuisance ordinance grounds maintenance will be for on-call mowing and weed eating services pursuant to the Town’s Nuisance Ordinance. The successful bidder, also referred to herein as Contractor, shall perform all the grounds maintenance services as specified in this IFB and provide all project management supervision, tools, equipment, machinery, materials, fuel, insurance, personnel, labor and qualified equipment operators to complete the work.

A non-mandatory pre-bid meeting, followed by a non-mandatory site visit at various locations, will be held at 8:00 A.M. on October 30, 2023 in the Utility Maintenance Building located at 1385 Russell Branch Parkway, Leesburg VA 20175. It is strongly recommended that all potential bidders attend this meeting to gain a thorough understanding of the contract requirements and to become completely familiar with the existing conditions and locations of the required easement areas. Bidders are responsible for their own transportation to and from the various site visit locations.

## **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 Town’s water distribution system comprises over 244 miles of water mains, 2,978 hydrants, 4 booster stations and 5 water storage tanks. The Town’s sanitary sewer collection system comprises over 189 miles of sewers, 5,419 manholes, and 11 pumps stations. The majority of the water mains, sanitary sewer lines, manholes and pump stations are located within a sanitary sewer easement on private property outside of public rights-of-way. Typically, the easements are 15-20 feet wide measured from either side of the centerline of the pipeline.

The public rights-of-way are generally maintained by the Public Works Street Maintenance Division. This division administers the Nuisance Abatement Control Program and also performs numerous key services for the Town, including snow removal, bulk leaf collection in the fall and brush collection year-round. This division is the largest in the Department and bears the responsibility for maintaining the 251 lane miles within the Town's corporate limits.

## **III. SCOPE OF WORK**

**A. Generally**

The work to be performed under this contract shall consist of grounds maintenance for Utility Maintenance Building, Water Treatment Facility, Wastewater Treatment Facility, remote sites and water and sanitary sewer easements as well as select Town rights-of-way and nuisance ordinance mowing and trimming. The areas will be selected and assigned by the Town's Department of Utilities personnel and right-of-way maintenance areas and nuisance ordinance mowing requests will be coordinated by the Town's Department of Public Works Streets Division personnel.

**B. Quantities**

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period. Quantities shown shall not be construed to represent any amount which the Owner shall be obligated to purchase under the Contract or relieve the Contractor of its obligation to fill all orders placed by the Owner.

**C. General Locations**

Maps showing general locations of Town utility facilities and easements and select rights-of-way areas to be maintained under this IFB are included in Appendix A. It is strongly recommended that all bidders make an on-site inspection of all locations where work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract at the award amount.

**D. General Grounds Maintenance Specifications**

1. Rather than specify equipment size or cutting area of equipment, the Contractor shall specify what equipment they intend to utilize to fulfill this portion of the contract, and the Owner shall make the determination if said equipment is acceptable to perform requested work.
2. All equipment guards, chutes and other safety devices are to remain in place and engaged during execution of the work. If any equipment and safety devices are found to be defective the associated equipment shall be immediately removed from service and replaced with a functional and safe equivalent piece of equipment without any schedule delay or cost impact to the Owner.
3. The Owner has full authority to stop work performed under this contract if the Contractor is found to be executing the work unsafely, damaging persons or property, or not following the stipulations within this contract.
4. Air Quality Action Days: When air quality conditions for the following day are forecasted to be "Code Red" or "Code Purple", mowing operations for that day are to be suspended. Mowing may resume when forecast is changed to "Codes Orange, Yellow or Green".

5. After mowing, all clippings and mowing/edging debris shall be promptly removed from pavements, mulched areas, buildings, tanks, vaults, covers, hatch lids, vehicles, and fences.
6. Care should be taken so that no fuel is spilled when refilling equipment or containers. Filling shall be done away from storm drains and plants. Fuel spills shall be contained and cleaned up immediately per local and federal regulations.
7. Workers shall be supervised by a qualified, responsible crew leader. Equipment operators shall be properly trained to safely operate any machinery used. A crewmember able to speak conversational English shall be on site during work operations. All personnel shall also carry proper identification during all work hours.
8. Workers shall be courteous to site users and ensure that work operations do not cause hazards or interfere with site use.
9. Dangerous or unusual situations in work areas that affect work performance shall be reported to the Owner as soon as practical, but no later than twenty-four hours from discovery of the situation.
10. Response Time Emergency Service Calls: the Contractor must acknowledge any Owner request for service and respond to the point of contact within one (1) hour of the notification. If weather conditions permit mowing, the Owner will expect the Contractor to complete the requested mowing services within 24 hours.
11. Crews shall check in and notify the Owner at all locations prior to beginning any work. After award, the successful Contractor will be provided the contact information of Town personnel to be contacted.
12. Trash, branches, rocks or other debris on grounds shall be removed before each mowing. Debris shall be removed from each site and disposed of legally by the Contractor. A landfill fee-waiver card may be issued to the Contractor which may be used solely for the disposal of debris collected during the performance of this Contract. All landfill receipts shall be forwarded to the Owner within two business days after the date of the receipt.
13. Permits: Work under this contract will generally be performed within the Town's water and sanitary sewer facilities and easement areas and rights-of-way. As a result, no permits have been secured and any additional permits required for this project will be the responsibility of the Contractor.
14. Town Facilities/Water-Sewer Easements /Rights-Of-Way: It is anticipated that most of this scope of work will be performed within existing Town's facilities and easement or rights-of-way. Any additional areas required by the Contractor for the use of additional access, storage, lay down areas, parking, etc., shall be the responsibility of the Contractor.
15. Work areas at some sites may have special access requirements such as entry to locked gates. In some cases, the Contractor may be issued keys or combinations for locks to

enter areas independently. The Contractor shall lock gates promptly as soon as work on those areas is completed. At no time shall a contractor break or cut open a locked gate to gain access to a work area.

16. **Protection of Property:** The Contractor, including any subcontractors, shall, at all times, guard against damage or loss of property to the Owner, other vendors and/or contractors or the public and shall be held responsible for promptly replacing or repairing any such loss or damage to the satisfaction of and at no expense to the Owner. The Owner may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence or accident of the Contractor and any subcontractors.
17. **Attire:** Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for material and equipment. While performing the work required by this contract and even though the business is an independent contractor, the public will perceive its employees as employees of the Town. All employees shall act accordingly because ultimately the citizens are your employer. Failure to comply with this could result in immediate cancellation of your contract.
18. **Equipment:** It shall be the vendor's responsibility to ensure that all equipment used shall be properly maintained in order to protect the operator and public/private property including but not limited to warning flashing lights, strobe lights or warning flares. Any equipment that is inoperable, unsafe, or improper for desired use shall be immediately removed from the premises. The Owner will have the right to reject the use of any specific piece of supplied equipment on site. It must be immediately removed and replaced with another unit used to perform the tasks. All mowers are to be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. All mower blades are to be sharp enough to cut rather than tear the grass.
19. **Safety:** Contractor shall be responsible for the supervision and direction of the work performed by its employees during all work hours. All work and equipment shall comply with OSHA standards as well as the Virginia Work Area Protection Manual. Violation of safety practices could result in immediate termination of contract.
20. **Traffic Maintenance:** During mowing operations traffic shall be maintained in accordance with all State and local rules and regulations including the latest edition of the Virginia Work Area Protection Manual.
21. **Notification:** The Owner will notify adjacent property owners of easement clearing work prior to contractor starting work.
22. **Completion of Work:** The Contractor shall notify the Owner within 24 hours of completion of each cycle for inspection and submit invoice/site completion form to superintendent/director for payment. The Owner will review the work to ensure that the work was properly completed. No payment will be approved until after the superintendent/director approves the work.

23. Adjacent Property Owners: While it is recognized that some of the actual easement areas may be mowed by the adjacent property owners, the area is the responsibility of the Contractor and may require mowing, and/or other cleanup.
24. Additional or Removal of Property: Any property acquired by the Owner during the course of this contract shall be serviced in the same manner. The Owner reserves the right to add or delete locations during the term of this Contract.
25. Cleaning Work Site: After completion of the work, the Contractor will clean the work site area, pick up all tools and equipment, and make sure there is no debris or dirt left around the work area. All clippings and mowing or edging debris shall be promptly removed from pavements, mulched areas, buildings, vehicles and fences. The use of mulching mowers is preferred and encouraged, but clippings shall be removed from lawns after mowing if clumps larger than 3 inches are present or if clipping density causes turf to be more than thirty percent covered.
26. Mulched areas shall remain free of ruts, compaction and tire tracks caused by mowing equipment. Mowing shall be done with appropriate size equipment, in a manner that minimizes scalping, rutting, tire marking and missed areas.
27. Cutting shall be done so that clippings are not ejected onto vehicles, permeable pavement, mulched areas, flower beds, walls, windows, drains, gutters, storm water structures, bio-retention beds, etc. The Contractor shall take special care not to cause damage or injury when working around vehicles or pedestrians.
28. Mower blades shall be sharp enough to cleanly cut each grass blade. Tearing of the leaf is not acceptable.
29. Mowing around obstructions such as utility poles, pedestals, signs, etc. shall be within 24" of item and then weed eating of grass/brush around these items shall be handled by the Contractor.
30. The contract awarded under this solicitation will be jointly administered by the Town's Department of Utilities and Department of Public Works. However, other Town departments may also request mowing and bush hog services under the contract. In those instances, the other department will administer and manage the task.

**E. Easement Grounds Maintenance Specifications**

1. Bids shall be for equipment, operator, fuel, and all pertinent and necessary items to complete bush hogging at various locations throughout the Town. Bids shall be based on a flat hourly rate for an estimated 200 hours per year. Bids shall also be based on flat hourly rate to cut and remove fallen trees for an estimated 24 hours per year.
2. On an as needed basis, easements that will be encountered under this contract can vary from wet, low lying areas next to creeks, streams or rivers to those in fully-developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at Town-owned facilities. The primary focus of this contract is to mow and clear water and sanitary sewer easements of trees, shrubs, bushes, and structures encroached

within the easement limits, for the purpose of facilitating routine and emergency water and sanitary sewer maintenance work.

3. The Owner shall provide at least seven (7) days' notice of easement mowing and clearing work which needs to be performed. Contractor shall begin specific work within ten (10) days of notice by Owner.
4. While not guaranteed, the Owner will make every effort to provide large enough blocks to ensure a minimum of 8 hours per call, with locations being selected to eliminate the need to mobilize multiple times per call.
5. Easement bush hog and clearing season shall begin approximately the first week of May and end the first week of November, depending on contract award and weather.
6. Easement mowing services would be for grass/brush ranging from 18' tall, but not to exceed 48" tall.

#### **F. Rights-of-Way Grounds Maintenance Specifications**

1. Bids shall be for equipment, operator, fuel, and all pertinent and necessary items to complete ground maintenance at various locations within the Town right-of-way. Bids shall be based on a weekly rate to mow approximately 17.2 acres of rights-of-way for an estimated 39 weeks per year. The quantity of weeks of grounds maintenance are subject to change at the Owner's request. Refer to the maps in Appendix A for the locations of rights-of-way grounds maintenance.
2. Rights-of-way that will be maintained under this contract generally include roadway islands, shoulders and embankments. The maintenance work for these areas will be performed within the Town rights-of-way on a regular weekly schedule during weekdays between the hours of 7:00am and 6:00pm. The Contractor must obtain permission from the Owner in writing in order to work outside of these days and hours.
3. Right-of-way maintenance in this contract shall begin approximately the first week in April and end the last week in November depending on contract award and weather. The length of mowing season is an estimate and mowing shall be done weekly as requested by the Owner. The Owner will make the final determination of when mowing shall and shall not be done. The Owner will only pay for actual services rendered during a month.
4. The Owner will assist the Contractor in locating all mowing areas at the beginning of the mowing season. The Contractor shall be available for periodic inspections of the sites at the request of the Owner and shall promptly correct any deficiencies in the services rendered.
5. At the beginning of each season, prior to the start of mowing, the Contractor shall provide a tentative mowing route indicating the day of the week each site will be mowed, and the order sites will be mowed each day. The Owner will notify the Contractor of any needed changes and the Contractor will be allowed three weeks to adjust the mowing schedule. Following the adjustment period, the Contractor shall provide the Owner with a written schedule and thereafter mow each site on the same day each week.



6. Unless otherwise noted, all lawn areas shall be mowed once per week to a height of 3 to 4 inches. At no time shall any grass be mowed shorter than 2.5 inches or be allowed to grow taller than 8 inches.
7. Turf inaccessible to mowers (e.g., against buildings, around posts, on medians, along fence lines and curbs, etc.) shall be trimmed to 3 to 4 inches at each mowing. String trimmers and other equipment shall never be used to trim against tree trunks or historical structures.
8. Edging of paved areas, curbs and steppingstones shall be done at the beginning of each mowing season. It shall be repeated, as needed, so that root growth of turf or weeds does not extend farther than 0.75 inches and foliage growth does extend farther than 3 inches over the edges of pavement, curbs or pavers.
9. The Contractor is responsible for all required temporary traffic control in accordance with the Virginia Work Area Protection Manual.

**G. Nuisance Ordinance Mowing Specifications**

1. Contractor may be required to provide mowing services pursuant to the Town's Nuisance Ordinance. The bid unit price is per area of mowing and trimming based on an average of five quarter-acre parcels or 1.25 acres per year. Quantities are an estimate and may change at the Owner's request at any time during the course of this contract. All nuisance ordinance mowing services shall be per the following specifications.
2. Pricing shall include all needed supervision, labor, tools, equipment, materials, and fuel to complete the scope of work.
3. The Contractor shall provide enough equipment and personnel to complete all work within three (3) business days of a notice to proceed by the Owner. The notice to proceed will normally consist of a faxed or e-mailed work request form. Unless otherwise directed, work should be done on weekdays (Monday – Friday) between the hours of 7:00 a.m. and 6:00 p.m.
4. The nuisance ordinance mowing season shall be concurrent with the contract period. Each site will be mowed and trimmed one (1) time per work order.
5. The Owner shall provide a work request form for each site. The form shall outline the scope of work and will indicate whether the dwelling is occupied.
6. If a dwelling is noted on a work request as unoccupied, the Contractor's crew leader shall knock on the front door before starting work. If an occupant is discovered, work may proceed unless the Contractor feels it is unsafe to do so. When a dwelling is known to be occupied, the Owner will notify the occupants of the intention to proceed with work before mobilizing Contractor crews. When a work request is issued for an occupied dwelling, a deputy or other security personnel shall be provided by the Owner at the request of the Contractor.

7. Unless noted otherwise, all lawn areas shall be mowed to a height of 3 to 4 inches. At no time shall any grass be mowed lower than 2.5 inches.
8. Grass that cannot be mowed (e.g., against buildings, around posts, along fence lines and curbs, etc.) shall be trimmed to 3 to 4 inches.
9. Edging shall not be done unless indicated on work request.
10. After mowing, clippings shall be removed from pavements, mulched areas, buildings, vehicles and fences. Grass clippings shall be removed from lawns if clipping density causes turf to be more than thirty (30%) covered.
11. Mowing shall be done in a manner that minimizes scalping, tire marking and missed areas on lawns.
12. A separate invoice will be required for each work order/site. Invoice should note site address and itemized charges including mobilization fee, hourly charges and landfill fees (if fee-waiver card not used).

#### **H. Landscape Labor**

1. Unit price is hourly rate for performance of as-needed landscape work. Price includes labor, supervision, tools, non-specialized equipment. Materials will be provided by the Owner or negotiated separately.
2. Tasks may include but are not limited to mulching, small plantings, watering using on-site spigots, grading with hand-tools, turf repair, pruning, invasive plant removal, or spring cut-back of ornamental grasses.
3. A written request for services will be provided by Owner, outlining specific instructions and specifications for each task. Once scope of work is agreed-on, work shall be scheduled at a mutually agreeable date, but must be within two (2) weeks of the written request.

#### **I. Bidder Qualifications**

1. Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation shall be cause for bid to be deemed non-responsive and rejected.
2. The successful bidder will have at a minimum three (3) years' experience with utility easement cleaning and right-of-way mowing. Information supporting these qualifications is to be submitted with the Bid.
3. A general overview of the company shall be provided with the bid. Submit a qualification statement addressing the specialized knowledge and technical competence of the company, key personnel and equipment that may be used in the execution of this

contract. Please provide the names and individual personal resume of key team members and supervision.

#### 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 Services 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](http://www.eva.virginia.gov), to include one (1) pdf attachment of the following, completed documents:

1. IFB Submission Form (Page 28)
2. Reference Form (Page 29-30)
3. Addenda Acknowledgement (Page 32)

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](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 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](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. 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](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 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](http://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 Question Deadline specified on the cover page of this IFB.**

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 thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

Termination for Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required 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 thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the bidder, we reserve the right to procure the commodities and/or services from other sources, and hold the bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

17. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
18. **Use by Other Localities:** Bidders are advised that the resultant contract may be extended, with the authorization of the bidder, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

It is the Contractor’s responsibility to notify the public body(s) of the availability of the contract.

Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions. If, when preparing such a contract, the general terms and conditions of the public body are unacceptable to the Contractor, the Contractor may 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.

**SAMPLE CONTRACT – PROVIDED FOR REFERENCE PURPOSES; THE TOWN MAY REQUIRE ADDITIONAL PROVISIONS IN ANY FINAL CONTRACT**

**CONTRACT NO. XXXXXX-FYXX-XX  
CONTRACT TITLE**

This **CONTRACT** (the “Contract”) is made this \_\_\_ day of \_\_\_, 2023 by and between the **TOWN OF LEESBURG, VIRGINIA** (the “Town”), a municipal corporation, \_\_\_\_\_, a \_\_\_\_\_, having a usual place of business at \_\_\_\_\_ (the “Contractor”), collectively referred to herein as “Parties”.

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **Provision of Services.** The Contractor hereby agrees to provide the following services to the Town:
2. **Contract Documents.** The Contract Documents consist of this Contract, IFB No. 500620-FY24-15 (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. 500620-FY24-15 and all addenda thereto; (3) the Contractor’s Bid dated \_\_\_\_\_.
3. **Contract Term.** The term of this Contract shall commence on \_\_\_\_\_ and shall continue in force until \_\_\_\_\_. Upon mutual agreement of both Parties, this Contract may be renewed for up to four (4) one-year renewal terms.
4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and shall compensate the Contractor in accordance with the Contractor’s Bid dated \_\_\_\_\_, which is attached hereto as Exhibit A and outlined below:
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 reference the Contractor’s name and address, detail the hours worked and services performed, must reference the purchase order number, and be mailed and/or emailed to the address(es) specified below:

Town of Leesburg, Virginia  
Department of Utilities  
Attn: Troy Itnyre  
1385 Russell Branch Parkway SE  
Leesburg, VA 20175  
Email: [titnyre@leesburgva.gov](mailto:titnyre@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:

For the Town:	Octavia Andrew Chief Procurement Officer Town of Leesburg, Virginia 25 W. Market Street Leesburg, VA 20176
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For the Contractor:	_____ _____ _____ _____ _____
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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 thirty (30) 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. A wet signature affixed or inserted electronically to this Contract shall be deemed an original signature.
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 expiration or termination 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 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. 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 shall be furnished to the Town. The Town of Leesburg shall be named as an additional insured on commercial general liability, umbrella/excess coverage, and automobile coverage. 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.

33. **Authorization.** Contractor affirms that its signatory below is legally authorized to sign this Contract on its behalf.

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

TOWN OF LEESBURG, VIRGINIA

AUTHORIZED  
SIGNATURE \_\_\_\_\_  
NAME           Kaj H. Dentler            
TITLE           Town Manager            
DATE \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

**BID SUBMISSION FORM**  
**IFB NO. 500620-FY24-15**  
**EASEMENT, RIGHT-OF-WAY AND NUISANCE ORDINANCE GROUND MAINTENANCE**  
**SUBMIT A SIGNED BID FORM VIA EVA, [WWW.EVA.VIRGINIA.GOV](http://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. Suppliers shall select one or the other (not both) by inserting a checkmark or the letter “X”***

**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):**

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Customer (Owner) Representative's Name

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Description of Work Performed & Dates of Service

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Representative's Name

Phone Number

Email Address

**Reference No. 2 (Required):**

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Customer (Owner) Representative's Name

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Description of Work Performed & Dates of Service

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Representative's Name

Phone Number

Email Address

**Reference No. 3 (Required):**

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Customer (Owner) Representative's Name

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Description of Work Performed & Dates of Service

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Representative's Name

Phone Number

Email Address

**Reference No. 4 (Optional):**

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Customer (Owner) Representative's Name

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Description of Work Performed & Dates of Service

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Representative's Name

Phone Number

Email Address

**Reference No. 5 (Optional):**

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Customer (Owner) Representative's Name

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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	Estimated Quantity	Unit	Unit Price	Extended Price
1	Rate to include all equipment, labor, fuel and other incidentals to mow, bush-hog and weed eat easement areas	60	Acre		
2	Rate to include all equipment, labor, fuel, and all other incidentals to cut and remove trees greater than 2" diameter and less than 12" diameter (measured 4' above ground level).	1	Each		
3	Rate to include all equipment, labor, fuel, and all other incidentals to cut and remove trees greater than 12" diameter and less than 24" diameter (measured 4' above ground level).	1	Each		
4	Rate to include all equipment, labor, fuel, and all other incidentals to cut and remove fallen trees greater than 24" diameter (measured 4' above ground level).	1	Each		
5	Weekly Rate to maintain approximately 9 .1 acres of street right-of-way along Battlefield Parkway from the Route 7 to the Route 15 Bypass intersections.	39	Weeks		
6	Weekly Rate to maintain approximately 8.1 acres at the Town of Leesburg Airport property	39	Weeks		
7	Nuisance Ordinance Mowing	1.25	Acre		
8	Rate for additional mowing and weed-eating services (excludes bush-hog equipment).	1	Acre		
9	Landscaping Labor - General (Item H of Scope of Work)	1	Hour		
<b>TOTAL BID PRICE (SUM OF EXTENDED PRICES OF ITEMS 1 – 9)</b>					

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



APPENDIX A - MAPS