



**INVITATION FOR BID (IFB)
CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

ISSUE DATE: Friday, November 3, 2023

IFB NO.: 500630-FY24-16

PRE-BID MEETING: Thursday, November 9, 2023; 10:00 AM

QUESTION DEADLINE: Monday, November 13, 2023; 5:00 PM

BIDS DUE: Wednesday, November 29, 2023; 3:00 PM

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

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Buyer II
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E-mail: bidquestions@leesburgva.gov

NOTE: Effective January 1, 2021, and until further notice, all bids and proposals in response to a formal solicitation issued by the Town will be securely received via eVA, the Commonwealth's eProcurement website. All formal solicitations, including notices of addenda, will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and eVA (www.eva.virginia.gov). Courtesy notifications will be provided to interested parties who have registered to received 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 accepting sealed bids from qualified firms to furnish and deliver various water and wastewater treatment chemicals described herein. Delivery will be to either the Town’s Water Treatment Plant (WTP) located at 43234 Edwards Ferry Road, Leesburg, VA 20176, and/or the Town’s Water Pollution Control Facility (WPCF) located at 1391 Russell Branch Parkway, SE Leesburg, VA 20175. Firms are not required to bid on all chemicals (all line items). Partial bids are acceptable.

A non-mandatory pre-bid meeting will be held at 10:00 AM on Thursday, November 9, 2023. It is strongly recommended that all bidders attend this meeting to gain a thorough understanding of the project. The pre-bid meeting will be livestreamed via Microsoft Teams and made available to the public.

Microsoft Teams Meeting Details:

- Join on your computer, mobile app or room device.
 - https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWI3ODZjYmQtYTY1ZC00YThlLWE2MzEtODMxM2IzNDA4YWRh%40thread.v2/0?context=%7b%22Tid%22%3a%22f6ff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%229bec83ad-0021-4134-81bd-403ce78b1921%22%7d
- Call in (audio only)
 - 1-689-218-0588
 - Phone conference ID: 274 306 867#

II. BACKGROUND

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

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

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

The Water Supply Division (WSD) is responsible for the safe and efficient operation of the Town’s Kenneth B. Rollins Water Treatment Plant (WTP), one (1) well, five (5) waters storage tanks and four (4) water booster pump stations. The Water Pollution Division (WPCD) is responsible for the safe and efficient treatment of wastewater and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The Town’s water Pollution Control Facility (WPCF) 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.

III. CONTRACT REQUIREMENTS AND PRODUCT SPECIFICATIONS

It is the intent of this solicitation to establish annual, as needed term contract(s) with qualified bidder(s), also referred to herein as “Contractor(s)”, to provide various water treatment and wastewater treatment process chemicals for the Town’s Water Treatment and Wastewater Treatment plants. Bid pricing shall include all costs associated with furnishing and delivering such chemicals. Estimated quantities and product specifications are provided below.

A. Estimated Quantities Annually

Estimated Quantity	Unit of Measure	Description	Delivery Facility
150	Tons	Caustic Soda (25%) Bulk	WTP
210	Tons	Caustic Soda (50%) Bulk	WPCF
420	Tons	Ferric Chloride (Water Grade 37%-42%)	WTP - 220T WPCF - 200T
5,000	Gallons	Hydrofluosilicic (HFS) Bulk	WTP
30,000	Gallons	Methanol	WPCF
3,500	Gallons	Phosphoric Acid 75%	WTP
3	Drums (55 gal.)	Phosphoric Acid 36%	WTP
26,000	Gallons	Sulfuric Acid 93%	WTP
7	Tons, dry	Potassium Permanganate	WTP
25	Tons	Powdered Activated Carbon	WTP
15,000	Gallons	Sodium Bisulfite	WPCF
115,000	Gallons	Sodium Hypochlorite (15%) Bulk	WTP-45K WPCF – 70K
15	Drums (55 gal.)	Sodium Hypochlorite (12.5%- 15%) Drums	WTP

B. Product Descriptions

1. Caustic Soda 25%

A. Specifications

- a. Aqueous solution of anhydrous Sodium Hydroxide (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version. All product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must consist of not less than 25% solution anhydrous sodium hydroxide, NaOH.
- c. Specific gravity shall be 1.278 at 60° F.

- d. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- e. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- b. Product delivery truck shall be capable of connecting to 2-inch cam-lock fitting.
- c. Delivery shall always be preceded by driver, truck and tanker information sheet by e-mail. Failure to provide this will result in delivery rejection.
- d. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, %NaOH %NaCl and % solution.
- e. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WTP staff and provided to WTP staff upon arrival and/or offloading.
- f. Delivery amounts to be approximately 4000 gallons.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	150 tons

2. Caustic Soda 50% (Bulk)

A. Specifications

- a. Aqueous solution of anhydrous Sodium Hydroxide (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version. All product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must consist of not less than 50% solution anhydrous sodium hydroxide, NaOH.
- c. Specific gravity shall be 1.53 at 60° F.

- d. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- e. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- b. Product delivery truck shall be capable of connecting to 2-inch cam-lock fitting.
- c. Delivery shall always be preceded by driver, truck and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, %NaOH % NaCl and % solution.
- e. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WPCF staff and provided to WPCF staff upon arrival and/or offloading.
- f. Delivery amounts to be approximately 4000 gallons.

C. Location/Quantity

Location	Estimated Annual Quantity
WPCF Facility	210 tons of 50% NaOH

3. Ferric Chloride (Bulk) – Drinking Water Grade

A. Specifications

- a. Aqueous solution of Ferric Chloride (Drinking Water Grade) shall conform to AWWA standard B407, latest version, except as duly noted below. All product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must consist of between 37%-42% of Ferric Chloride (FeCl₃) by weight.

- c. Specific Gravity must be between 1.390 – 1.480.
- d. Insoluble matter must be less than 0.2%
- e. Ferric Chloride shall be a high purity product manufactured by reacting chlorine gas with iron, HCl, ferrous sulfate, or ferrous chloride.
- f. Product shall not contain more than 1.0% free acid expressed as Hydrochloric Acid.
- g. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.
- h. All bids must be accompanied by a current and representative heavy metals concentration analysis, as well as percentages of free acid as hydrochloric acid; Ferric Chloride; Ferrous Chloride and insoluble.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- b. Product delivery truck shall be capable of connecting to a 2-inch cam-lock fitting.
- c. Delivery shall always be preceded by driver, truck, and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, % FeCl, % HCl and % solution.
- e. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WTP/WPCF staff and provided to WTP/WPCF staff upon arrival and/or offloading.
- f. Delivery amounts to be approximately 4000 gallons.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	220 Tons as FeCl ₃
WPCF	200 Tons as FeCl ₃

4. Hydrofluosilicic Acid (Bulk)

A. Specifications

- a. Aqueous solution of Hydrofluosilicic Acid (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version. All products must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must consist of not less than 23% solution Hydrofluosilicic Acid, H₂SiF₆.
- c. Product shall not contain more than 0.020% “heavy metals” expressed as lead.
- d. Product shall be water white to straw yellow in color and free from suspended matter.
- e. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water.
- f. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- b. Product delivery truck shall be capable of connecting to 2-inch cam-lock fitting.
- c. Delivery shall always be preceded by driver, truck and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, %Assay of Product, Heavy Metals values in solution.
- e. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WTP staff and provided to WTP staff upon arrival and/or offloading.
- f. Delivery amount to Leesburg will be approximately 800-1400 gallons per delivery due to size of onsite chemical storage tanks.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	5,000 gallons

5. Methanol (Bulk)

A. Specifications

- a. Methanol is a clear, colorless, flammable liquid with a mild odor (also called methyl alcohol). The product shall be free of priority pollutants. Please see table

PARAMETER	SPECIFICATION	METHOD
Property	Grade AA Requirement	
Acetone and aldehydes, % max.	0.003	
Acetone, percent maximum	0.003	
Ethanol, percent maximum	0.001	IMPCA 001-98
Acidity (as Acetic Acid), % max.	0.003	ASTM D 1613-96
Appearance and hydrocarbons	Free of opalescence, Suspended matter and sediment	ASTM D 1722-90
Carbonizable substances, color	Not darker than Color Standard No. 50 of ASTM D1209, Platinum-Cobalt scale	ASTM E 346-94
Color	Not darker than Color Standard No. 10 of ASTM D1209, Platinum-Cobalt scale	ASTM D 1209-93
Distillation range	64.6°C± .10° at 760 mm Hg	ASTM D 1078-97
Specific gravity	0.7928 max at 20°C	ASTM D 891-95
Percent methanol by weight, min.	99.85	
Nonvolatile content, gm/100 ml, Max.	0.0010	ASTM D 1353-96
Odor	Characteristic, non-residual	
Permanganate	No discharge of color in 50 Minutes	
Water, percent maximum	0.10	
Total Iron	Max 0.1 mg/kg	ASTM E 394-94

for more details.

B. Delivery Requirements

- a. Methanol delivery trucks must be equipped with vapor recovery system compatible with ASA equipment.
- b. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- c. Product delivery truck shall be capable of connecting to a 2-inch cam-lock fitting.
- d. Delivery shall always be preceded by driver, truck, and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.

- e. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, % MeOH, % Water Content and % solution.
- f. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WPCF staff and provided to WPCF staff upon arrival and/or offloading.
- g. Delivery amounts to be approximately 5000 gallons.

C. Location/Quantity

Location	Estimated Annual Quantity
WPCF Facility	30,000 gallons

6. Phosphoric Acid, 75% (Bulk)

A. Specifications

- a. Aqueous solution of Phosphoric Acid (Drinking Water Grade) shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals-Health Effects and AWWA Water Quality Standards. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must conform to the following requirements:
 - i. Color: Water White
 - ii. Degrees Baume (25°/15.5°C)
 - iii. Freezing Point: -17-21°C
 - iv. pH <1 at 1 wt/wt%
 - v. Sp. Gr. >1.573 at 25°C
 - vi. Solubility Water Soluble
 - vii. Vapor pressure 5.65 to 2.16 mm Hg at 20°C
- c. Product shall not contain metals, minerals, or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- d. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.

- b. Product delivery truck shall be capable of connecting to a 2-inch cam-lock fitting.
- c. Delivery shall always be preceded by driver, truck, and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, % Phosphoric Acid and other constituents.
- e. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WTP staff and provided to WTP staff upon arrival and/or offloading.
- f. Product shall be premixed prior to delivery, mixing in the tank truck is not permitted.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	3,500 gallons

7. Phosphoric Acid, 36% (Drums)

A. Specifications

- a. Aqueous solution of Phosphoric Acid (Drinking Water Grade) shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals-Health Effects and AWWA Water Quality Standards, latest version. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must conform to the following requirements:
 - i. Color Water White
 - ii. Degrees Baume (25°/15.5°C)
 - iii. Freezing Point -17-21°C
 - iv. Sp. Gr. >1.18 – 1.27 at 25°C
 - v. pH <2
 - vi. Solubility Water Soluble
- c. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- d. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery trucks shall be capable of offloading 55-gallon drums to the ground with hydraulic gate or other mechanism. Delivery truck shall provide all necessary equipment and means to offload, including drum dolly or jack.
- b. Delivery shall always be preceded by a driver and truck information sheet via fax or e-mail. Failure to provide this will result in delivery rejection.
- c. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, % Phosphoric Acid and other constituents.
- d. Delivery amounts to be approximately 2 - 3 55-gallon drums.
- e. Delivery must be made to remote well site within the Town of Leesburg, and will require a short delivery box truck, rather than an eighteen-wheeler.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	150 gallons - (three 55 gallon drums)

8. Potassium Permanganate

A. Specifications

- a. Free-flowing Potassium Permanganate (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version.
- b. All product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations.
Evidence of NSF or UL certification should be furnished with bid.
- c. Contractor shall provide a current product analysis indicating %KMnO₄, sieve analysis, density, specific gravity and shall provide proof that product meets AWWA and NSF standards for drinking water.
- d. Product must contain KMnO₄ of not less than 97%.
- e. No more than 7% by weight of the free-flowing grade shall pass through a U.S. Standard Series No. 200 sieve, and no more than 20% by weight may be retained on a U.S. Standard Series No. 40 sieve.
- f. Bulk density shall be approximately 100 pounds per cubic foot and shall be relatively dust free in handling.
- g. Specific gravity equal to 1.039 of a 6% solution by weight, at 68°F.

- h. Product shall be stable in storage for at least three years.
- i. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- j. Product deemed unacceptable by Owner due to poor quality, such as clumping or a failure to homogeneously dissolve in solution that will clog metering pumps and appurtenances will be rejected.

B. Delivery Requirements:

- a. Pails shall be ICC approved non-returnable high-density polyethylene with full open tops, weighing approximately 55 pounds and shall be NSF approved. Pails shall be pallet stacked and shrink wrapped for handling.
- b. Product delivery truck shall be capable of offloading pallets of buckets to the ground or loading dock with hydraulic gate or other mechanism. Delivery truck shall provide all necessary equipment and means to offload, including drum dolly or jack.
- c. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process, location and chemical constituents.
- d. Delivery shall always be preceded by driver, truck and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- e. Delivery amounts to be approximately one to two tons or 2-3 pallets depending on stacking method.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	7 tons

9. Powdered Activated Carbon (Bags)

A. Specifications

- a. Powdered Activated Carbon (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version. Additionally, all product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Material shall conform to AWWA standard B-600-16 or latest version.
- c. Product shall be finely powdered grade: sieve sizing as follows not less than:

- i. 99% passing a 100 mesh sieve
 - ii. 95% passing a 200 mesh sieve
 - iii. 90% passing a 325 mesh sieve
- d. Each respective bidder shall provide quantitative results demonstrating effective percentage of removal of Geosmin and MIB at specific dosages. The test results should include: Particle Sizing, Apparent Density, Hardness, Ash, Iodine and Tannin values. The product shall meet the following parameters.
 - i. Iodine Number = 500 mg/g Min
 - ii. Tannin Value = 125 – 150 mg/L
 - iii. Apparent Density = 0.30 – 0.50 gms/ml.
- e. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.

B. Delivery Requirements

- a. Bagged carbon weighing approximately 50 pounds per bag shall be pallet stacked and shrink wrapped for handling. Bags are to be durable and dust tight.
- b. Product delivery truck shall be capable of offloading pallets to the ground or loading dock with hydraulic gate or other mechanism. Delivery truck shall provide all necessary equipment and means to offload, including pallet jack or other pallet handling device.
- c. Delivery shall always be preceded by driver, truck and trailer, and product information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. Delivery amounts to be approximately ten tons per load.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	25 tons

10. Sodium Bisulfite 38% (Bulk)

A. Specifications

- a. Aqueous solution of Sodium Bisulfite (Drinking Water Grade) shall conform to all applicable AWWA standards. Additionally, all product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**

- b. The product furnished shall have product content of 38% liquid sodium bisulfite free of adulterants or impurities which might cause hazards or stoppage in the operation of standard water and wastewater treatment equipment.
- c. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- d. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- b. Product delivery truck shall be capable of connecting to 2-inch cam-lock fitting.
- c. Delivery shall always be preceded by a driver, truck, and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WPCF staff and provided to WPCF staff upon arrival and/or offloading.
- e. Delivery amounts to be approximately 4000 gallons.

C. Location/Quantity

Location	Estimated Annual Quantity
WPCF Facility	15,000 gallons

11. Sodium Hypochlorite 12.5% (55 Gallon Drum)

A. Specifications

- a. Aqueous solution of Sodium Hypochlorite (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version. Additionally, all product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must consist of not less than 12.5% available chlorine with approximately 0.3% to 0.85% excess NaOH for stability control.

- c. Product shall be completely water soluble, have a pH of approximately 12, a specific gravity of 1.206, and a boiling point of 110°C for 15% NaOCL.
- d. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- e. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading 55-gallon drums to the ground with hydraulic gate or other mechanism. Delivery truck shall provide all necessary equipment and means to offload, including drum dolly or jack.
- b. Delivery shall always be preceded by driver, truck, and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- c. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, % NaOCl, and % solution.
- d. Delivery amounts to be approximately five 55-gallon drums.
- e. Delivery must be made to remote well sites within the Town of Leesburg, and will require a short delivery box truck capable of navigating residential streets, rather than a large semi-trailer truck.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	825 gallons - (fifteen 55-gallon drums)

12. Sodium Hypochlorite 15% (Bulk)

A. Specifications

- a. Aqueous solution of Sodium Hypochlorite (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version. Additionally, all product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**
- b. Product must consist of not less than 12.5% nor greater than 15.5% of available chlorine with approximately 0.3% to 0.85% excess NaOH for stability control.

- c. Product shall be completely water soluble, have a pH of approximately 12, a specific gravity of 1.206, and a boiling point of 110°C for 15% NaOCl.
- d. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- e. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- b. Product delivery truck shall be capable of connecting to a 2-inch cam-lock fitting.
- c. Delivery shall always be preceded by driver, truck, and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, % NaOCl, and % solution.
- e. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WTP/WPCF staff and provided to WTP/WPCF staff upon arrival and/or offloading.
- f. Delivery amounts to be approximately 5000 gallons.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	45,000 gallons
WPCF Facility	70,000 gallons

13. Sulfuric Acid 93% (Bulk)

A. Specifications

- a. Aqueous solution of Sulfuric Acid (Drinking Water Grade) shall conform to all applicable AWWA standards, latest version. Additionally, all product must be in full compliance with National Sanitation Foundation (NSF) Standards 60 and 61 and or Underwriters Laboratories, Inc., (UL), latest version, according to Virginia Department of Health (VDH) regulations. **Evidence of NSF or UL certification should be furnished with bid.**

- b. Product must consist of 93% sulfuric acid (H₂SO₄).
- c. Product shall be 66° Baume.
- d. Product shall not contain metals, minerals or organic substances in quantities capable of causing deleterious or injurious effects upon the health of the consumer of potable water or contain substances causing the water so treated to fail to meet the requirements of the USEPA Primary Drinking Water Standards.
- e. Product shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps and appurtenances.

B. Delivery Requirements

- a. Product delivery truck shall be capable of offloading to above ground chemical storage tank, lift height of not greater than 28 feet. Delivery truck shall provide all necessary equipment and means to offload, including air pressure.
- b. Product delivery truck shall be capable of connecting to a 2-inch 4 bolt flanged connector.
- c. Delivery shall always be preceded by driver, truck, and tanker information sheet via e-mail. Failure to provide this will result in delivery rejection.
- d. The Contractor shall provide Certificate of Analysis (COA) with each delivery reflecting product manufacturing process and location. COA shall also include Specific Gravity, % Acid, and heavy metals analysis.
- e. All hatches of product tanker are to be sealed and furnished with numbered seal tags. Tags are to be removed only in the presence of WTP staff and provided to WTP staff upon arrival and/or offloading.
- f. Delivery amounts to be approximately 3000 gallons.

C. Location/Quantity

Location	Estimated Annual Quantity
WTP	26,000 gallons

IV. CONTRACT PERIOD

Resulting unit price contracts 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, resulting Contracts may be renewed for four (4) additional one-year terms.

V. BID SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

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

1. Bid Submission Form (Page 40)
2. Reference Form (Page 41-42)
3. Addenda Acknowledgement (Page 44)
4. Proof of NSF, UL, ANSI/AWWA Certifications as required for each chemical being bid by your firm.
5. Ferric Chloride heavy metals concentration analysis and percentage of free acid as HCl, ferric chloride, ferrous chloride, and insoluble.
6. Potassium permanganate product analysis indicating % KMnO₄, sieve analysis, density, specific gravity.
7. Most current SDS Report for each chemical being bid by your firm.

Bidders are not required to submit a bid for all chemicals (bid all line items). Partial bids are acceptable.

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

In order to be considered for a contract award, bidders must complete and submit a response to this IFB via the Commonwealth's electronic procurement website eVA (www.eva.virginia.gov). eVA streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. Bidders desiring to provide goods and/or services to the Town must be a registered vendor in eVA. eVA Vendor Registration is free.

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

Hours: 8:00 AM to 4:45 PM, Monday through Friday

Phone Toll Free: 866-289-7367

Email: eVACustomerCare@DGS.Virginia.gov

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

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

B. Modification or Withdrawal of Bids

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

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 AND ORDERING OF SERVICES

The Town anticipates multiple contract awards resulting from this solicitation. The Town intends to award contracts to the lowest and second lowest responsive, responsible bidders per bid line item who are authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein.

During the contract period, the Town will order chemicals from the lowest bidder (Contractor) for the applicable chemicals. Should such chemicals be unavailable from the lowest bidder (Contractor), or delivery cannot be provided in a necessary timeframe that is acceptable to the Town, the Town will order such chemicals from the second lowest bidder (Contractor) for the applicable chemicals.

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 the Question Deadline stated 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. Special Terms and Conditions

1. **Shipping:** Contractor shall ship chemicals in accordance with standard commercial practices and all Federal, State and local laws and regulations. Contractor shall be solely responsible for the shipment until delivery at the designated facility.
2. **Spot Testing of Chemicals at Time of Delivery:** The Town reserves the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the bid specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, it will be returned to the Contractor, who shall pay all handling and shipping charges in both directions. Upon notice of rejection of a shipment, the Contractor shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor is unable to promptly furnish the chemical of acceptable quality, the Town will obtain the chemical elsewhere. Any additional cost incurred by the Town will be charged to the Contractor either as a credit against an outstanding invoice or as an invoice for immediate reimbursement.
3. **Virginia Department of Health Requirements:** The Virginia Department of Health (VDH) requires that all containers are labeled in accordance with all applicable federal regulations. The Contractor is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this IFB may result in termination of the contract.
4. **Safety Data Sheet Reports:**

- a. Provide the following SDS related information:
 - i. **A copy of the most current SDS Report for each chemical being bid by your firm must be included with your submission.**
 - ii. National Sanitation Foundation Certification for the quoted chemical, by the manufacturer for drinking water, and
 - iii. Chemical Certificate of analysis for all chemicals.
5. **Estimated Quantities:** The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year and shall not be construed to represent an amount which the Town shall be obligated to purchase. The exact amounts ordered may be more or less subject to the actual needs of the Town.
6. **Priority Customer:** By submitting a bid in response to this solicitation, Bidder understands and acknowledges that the Town provides services that are essential to the health and welfare of the public. Failure of a Contractor to provide chemicals under any Contract issued pursuant to the terms, conditions, and specifications contained in this IFB may jeopardize the Town's ability to provide timely services, which may affect the health and welfare of the public served by the Town. In the event of product shortages at any level of the production to delivery chain, Contractor agrees and affirms that Town will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the Contractor must prioritize and/or allocate delivery among its customers, the requirements of the Town will be honored before chemicals are provided to a customer with no obligations with regard to the public health and welfare. To the extent that chemicals are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the Chemicals will be allocated in a manner deemed to be fair and reasonable to all such clients.
7. **References: Bidders must submit three references for each chemical being bid from institutions of a similar size and scope of operation in the Mid-Atlantic area for which the chemicals being bid were provided within the past 12 months.** References must be able to attest without reservation that the firm provided the same chemical being bid on in this solicitation without any significant problem of any kind, and at any time during the contract period.
8. **Delivery Requirements:** The Town will work with the Contractor to establish a mutually agreed upon delivery schedule. Generally, ninety-six (96) hours (or less) turn-around time is the preferred delivery time unless otherwise mutually agreed upon. The bidder shall indicate any different delivery times. Failure to honor delivery schedules (including partial deliveries) may result in damages to the Town. The Town may at their own option and convenience cure late, partial, or missing deliveries in any manner that best resolves the shortage. The Contractor is liable for any and all costs incurred by the Town due to such failures by claiming Liquidated Damages and also recovering any additional losses by deducting the outstanding amount from unpaid invoices, or submitting an invoice to the Contractor. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to the Town.

- i. **Contractor shall comply with all regulations for tank/truck unloading as established by the US DOT, as well as any State and local requirements for tank/truck unloading.**
- ii. Chemical containers supplied by the Contractor shall be the sole responsibility of the Contractor at all times and in any circumstance. The Town will not pay demurrage or other charges unless the Town specifically requests that the Contractor leave the container beyond the delivery date.
- iii. The control number shall be provided to the Treatment Plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the utility may be cause for refusal of the delivery.
- iv. All deliveries shall be accompanied by a receiving ticket under this contract that shall be supported by:
 1. Contractor's Name
 2. Purchase Order and Call Order Number (release number)
 3. Date of Delivery and Date of Order
 4. Materials furnished, Certificate of Analysis
 5. Quantity, unit price and extension of each item, and total, in accordance with the contract, and
 6. Name of authorized representative ordering the supplies
- v. The Contractor's delivery ticket will be signed in duplicate by the Town's designated representative. One copy will be given to the employee signing for the delivery and the second copy will be retained by the Contractor.
- vi. **The Contractor will call the plant prior to delivery and shall fax or email a copy of the driver's license, truck and trailer numbers, and a Chemical Shipping Itinerary sheet, which must include the manifest number and the above referenced information.**
- vii. The Town reserves the unilateral right to reject any late or partial delivery. Any related costs shall be borne by the Contractor.
- viii. The Town has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.
- ix. All chemicals shall be delivered F.O.B. Destination. All costs for shipping, handling, insurance and related delivery charges must be included in the unit price for each bid item.

- x. Regardless of the reason, the Contractor shall be solely responsible for spills, delivering chemicals to the wrong storage locations/tanks. Any and all costs associated with remediation, including, but not limited to Hazmat, site cleanup, and tank cleaning, etc.
 - xi. Contractor shall provide and maintain any and all special tools required to load or dispense chemicals. If required, contractor shall provide pre-set torque wrenches; and will be solely responsible for damages, leaks, etc. cause by manufacturing or improperly set tools.
 - xii. Delivery vehicles must be in a good working order and compliant with all Federal, State and local transportation laws and regulations.
9. **Inspection:** The Town reserves the right to inspect and test any chemical at any time during or after delivery. No inspection, test, approval or acceptance of any commodity shall relieve Contractor from liability for defects or other failure to satisfy the requirements set forth in the Contract Documents

10. Annual Economic Price Adjustment:

- i. The Contractor may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the Industrial Chemicals category in the U.S. Bureau of Labor Statistics Producer Price Index – for the 12 month period ending 90 days prior to the end of the then current contract year. Request for contract price increases must be submitted at least ninety (90) days prior to the end of the then contract year.
- ii. Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.
- iii. By submission of a bid, Contractor agree and accept the terms of items A and B above for the duration of the contract.

11. Pass-through Price Increases and Decreases:

- i. Increases: The Town recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. The Town will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. The Town reserves the right to accept or reject all such requests. The Town will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.

- ii. Decreases: When and as pass through price increases are reduced or eliminated, the Contractor shall reduce the unit price accordingly.
 - iii. Pass through price increases will not be a substitute for poor planning by the Contractor. No pass-through increase will be allowed for the first contract year. In subsequent years, such requests cannot be submitted until after the sixth month of the then current contract year. Price increases will not be retroactive.
12. **Time is of the Essence:** Time is of the essence: All chemicals shall be delivered within the time or times specified on the Contractor's Bid Form or otherwise set forth in the applicable Purchase Order. Notwithstanding the foregoing, the Contractor shall not be deemed to have breached the terms and conditions of the contract Documents to the extent any delay is due to circumstances beyond its reasonable control and without the fault or negligence of the Contractor provided that the Contractor first shall have provided the Town with written notice (to include facsimile or e-mail) of any such delay within five days after the occurrence of events or circumstances causing the delay. After prior written warning to the Contractor, the Town may declare the Contractor in default for unacceptable delays. If such a declaration is made, the Town reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the project and charge any additional or increased costs to the Contractor.

B. 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 withdrawal its extension of the award to that public body.

The Town of Leesburg shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that Public Body by the Contractor.

19. **Modification of the Contract:** This contract may be modified by approved a contract modification or change order signed by both parties in accordance with the VPPA.
20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
21. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the

actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

22. **Collusion Among Bidders:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder has an interest in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. The signer of the bid must declare that all persons, companies and parties interested in the contract as principals are named therein; that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the bid has authority to contractually bind the bidder. See Bidder Submission Form.
23. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of Bidders:** Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the bidder may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the bidder’s qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection.
25. **Liability:** The successful bidder will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful bidder that make performance impossible or illegal, unless otherwise specified in the agreement.
26. **Protest Of Award Or Decision To Award:** A bidder may protest an award or decision to award a contract under procedures as set forth in the Virginia Public Procurement Act.
27. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.

28. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
29. **Insurance Requirements:** Bidder shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Town.

30. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the bidder by the Town for work performed by the subcontractor under the resulting contract the Bidder will:
- a. Pay the subcontractor for the proportionate share of the total payment received from the 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.
33. **Title VI Compliance:** The Town of Leesburg, VA, as a recipient federal funds, complies with Title VI of the Civil Rights Act of 1964 (found at 42 U.S.C. § 2000(d) and the following sections) which prohibits discrimination based on race, color, or national origin. The Town's Title VI Policy can be found at: <https://www.leesburgva.gov/government/title-vi>.
34. **Contractor Verification Requirement:** The Town has implemented a Contractor verification process. Contractor information required by the Town must be verified through the Town's third-party validation service provider. Contractor must comply with this requirement to conduct business with the Town and receive payments. Instructions and additional information on how to comply with this requirement can be obtained from the Town's website at: <https://www.leesburgva.gov/departments/finance/accounting/vendor-verification>.
35. **Invoice Submission Requirement:** The Town has implemented a Contractor invoice submission process. Contractor must submit invoices through the Town's invoice submission portal located at: <https://www.leesburgva.gov/departments/finance/accounting/vendor-invoices>. Instructions and additional information on how to comply with this requirement can be obtained from the website.

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

**CONTRACT NO. 500630-FY24-16
CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

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. 500630-FY24-16 (incorporated herein by reference), the Contractor’s Bid dated _____ (attached hereto as “Exhibit A”), and any subsequent purchase orders issued by the Town. Where the terms of this Contract and the Contractor’s Bid are at variance, the provisions of this Contract shall prevail. The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract, will be resolved in the following order of precedence: (1) this Contract; (2) IFB No. 500630-FY24-16 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 thirty (30) 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
Department of Utilities
1391 Russell Branch Parkway, SE
Leesburg, VA 20175
Attn: Brian Bailey, Water Pollution Control Facility (WPCF) bbailey@leesburgva.gov
Attn: Russell Chambers, Water Supply Division (WSD) rchambers@leesburgva.gov

6. **Applicable Law and Courts.** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court within Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.
7. **Assignment of Contract.** This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.
8. **Audit.** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor.
10. **Notice.** The following persons shall be contact persons for the Parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

For the Town: Octavia Andrew
Chief Procurement Officer
Town of Leesburg, Virginia
25 W. Market Street
Leesburg, VA 20176

For the Contractor: _____

The Parties may amend such addresses by written notice to the opposite party at the given address.

11. **Termination.**
 - A. Termination without Cause. The Town may terminate this Contract for any reason upon 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. 500630-FY24-16
CHEMICALS FOR WATER AND WASTEWATER TREATMENT
SUBMIT A SIGNED BID FORM VIA EVA, WWW.EVA.VIRGINIA.GOV

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

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

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

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

Name	Address
------	---------

_____	_____
_____	_____

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

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

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act.

The Supplier [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. 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):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 2 (Required):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 3 (Required):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 4 (Optional):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

Reference No. 5 (Optional):

Customer (Owner) Representative's Name

Description of Work Performed & Dates of Service

Representative's Name

Phone Number

Email Address

BID FORM – FOR REFERENCE ONLY

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

****Firms are not required to bid on all chemicals (all line items). Partial bids are acceptable.****

Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
CHEMICALS					
1	Caustic Soda, 25%	150	Dry Ton		
2	Caustic Soda, 50% Bulk	210	Dry Ton		
3	Ferric Chloride, (Water Grade 37-42%)	420	Dry Ton		
4	Hydrofluosilicic Acid – Bulk	5,000	Gallon		
5	Methanol	30,000	Gallon		
6	Phosphoric Acid (75%) Drum	3,500	Gallon		
7	Phosphoric Acid (36%) Drum	3	Drum		
8	Potassium Permanganate	7	Ton		
9	Powdered Activated Carbon	25	Ton		
10	Sodium Bisulfite	15,000	Gallon		
11	Sodium Hypochlorite (15%) Bulk	115,000	Gallon		
12	Sodium Hypochlorite (12.5-15%)	15	Drum		
13	Sulfuric Acid 93%	26,000	Gallon		
TOTAL BID PRICE (SUM OF EXTENDED PRICES OF ITEMS 1 – 13)					

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: _____