



**REQUEST FOR PROPOSAL (RFP)  
UTILITIES GENERATOR SERVICES**

ISSUE DATE: Thursday, February 22, 2024

RFP NO.: 500640-FY24-43

QUESTION DEADLINE: Friday, March 1, 2024; 5:00 P.M.

PROPOSAL DUE DATE: Tuesday, March 19, 2024; 3:00 P.M.

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

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

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## **I. PURPOSE**

The Town of Leesburg (the “Town”) is soliciting sealed proposals from qualified firms for a wide variety of scheduled preventative and on-call services for the generators and boiler located at the Water Pollution Control Facility (WPCF), Water Treatment Plant (WTP) and other remote facilities.

## **II. BACKGROUND**

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated population of 54,215. The Town is the largest town in population in the Commonwealth of Virginia. Town Services include a general aviation airport, police, public works including street maintenance, storm water management, utility services including water and sanitary sewer, parks and recreation with 17 active and passive parks, and a genealogical and research library amongst other 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 well, five water storage tanks, and four water booster stations. The WTP has a design capacity of 12.5 million gallons per day.

The Water Pollution Control Division 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 is designed to treat sewage at a rate of 7.5 million gallons per day and the division also operates ten pump stations within the Town's service area.

The majority of the services are anticipated to be typical generator maintenance such as yearly preventative maintenance, annual load testing, and fuel cleaning, but will also include emergency generator troubleshooting as necessary.

The contract awarded under this solicitation will be administered by the Town’s Department of Utilities. However, other Town departments may also assign tasks under the contracts. In those instances, the other department will administer and manage the task.

### III. STATEMENT OF NEEDS

The successful offeror(s), also referred to herein as “Contractor”, will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein. The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

#### 1. Specific Generator Information

Generators									
ID No.	Installation Date	Manufacture	Generator Model	Voltage	Rated kW	Engine Manual	Engine Horsepower	Main Tank Gallons	Day Tank Gallons
1 WPCF	03/08	Cummins	2250 DQKH	4160	2250	Cummins	2425	10,000	275
2 WPCF	08/95	Katolight	00600FR X	208	600	Caterpillar	947	4,000	25
3 WPCF	11/13	Generac	15190700 100	480	150	Generac	240	333	NA
4 WPCF	10/10	Cummins	125DSGA B	480	125	Cummins	240	600	25
5 WPCF	10/95	Kohler	50 ROZJ	208	55	John Deere	100	600	50
6 WPCF	8/96	Kohler	30 ROZJ	208	35	John Deere	66	600	15
7 WPCF	8/99	Olympian	D60P1	208	60	Perkins	88	600	30
8 WPCF	11/01	Kohler	30 ROZJ	208	35	John Deere	66	600	30
9 WPCF	10/17	Caterpillar	LC1514L	208	40	Caterpillar	69	140	NA
10 WTP	6/89	Cummins	NT-855- G3	480	250	Cummins	390	500	NA
11 WTP	05/08	Cummins	DAQFAD -5781368	480	1000	Cummins	1490	1800	NA
12 WTP	11/94	Caterpillar	SR4	480	1000	Caterpillar	1482	1800	NA
13 WTP	11/04	Cummins	150DGFA -4573	480	150	Cummins	290	200	NA
14 WTP	6/11	Onan	150 OGGLB	277/480	150 kw	Onan	224	NA	NA
15 WTP	01/81	Burnham (Boiler) Fuel Filtering Only – No Service	PF-508	N/A	N/A	N/A	N/A	2000	N/A

2. **General:** The successful offeror, also referred to herein as Contractor, shall provide generator services as described herein. This will include annual generator inspection, annual fuel cleaning, repairs as necessary and on-call and emergency services, but is not limited to:

**A. Cooling System**

- a. Visual inspection of radiator or heat exchanger for leaks, damage and obstruction.
- b. Check radiator coolant level.
- c. Test coolant for proper antifreeze percentage.
- d. Check jacket water heater for proper operation and adjustment thermostat setting as needed.
- e. Inspect condition of radiator cap, gasket and sealing surface.
- f. Visual inspection of water pump and cooling system gaskets for leaks.
- g. Check belt tension and inspect for cracking and fraying if accessible without disassembly.
- h. Inspect pulleys for excessive wear and lubricate hub bearings as necessary.
- i. Inspect flexible water connections for cracking, leaks, pliability, heat deterioration, and ballooning.
- j. Inspect and tighten hose clamps.
- k. Lubricate fan drives.
- l. Check for radiator air restrictions by visually inspecting the radiator at each service interval and reasonably clear of any restrictions such as dirt, debris, paper, etc.
- m. Thermostat shall be inspected at each service interval for proper operation of the cooling system.
- n. Test corrosion inhibitor concentration.

**B. Lubrication System**

- a. Check oil level and pressure.

- b. Check for excessive crankcase blow-by.
- c. Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
- d. Inspect oil hose and connections for cracking, leaks and pliability.
- e. Change unit crankcase oil and oil filters. Contractor is responsible for removal from site and eventual disposal of all used oils, lubricants, antifreeze, filters and other contaminated materials.
- f. Engine oil sample shall be taken and analyzed according to the engine manufacturers specifications.

### **C. Fuel System-Diesel**

- a. Inspect flexible fuel lines for cracking, leaks, and pliability.
- b. Check day tank/base level and test day tank pump for proper operation.
- c. Operate fuel-priming pump, check for proper operation and leaks.
- d. Drain water from water separator(s).
- e. Check fuel systems for leaks.
- f. Check electronic governor connections and actuator.
- g. Lubricate governor linkage.
- h. Inspect fuel lines for cracks, leaks, and proper line bracket support.
- i. Change primary and secondary fuel filters.
- j. Properly dispose of waste oil and filters.

### **D. Starting System**

- a. Record battery cells' electrolyte specific gravity (accessible batteries only).
- b. Top off electrolyte level in accessible lead-acid batteries with distilled water.
- c. Check and record battery charger/alternator for proper charge rate.
- d. Check for proper cranking termination upon starting.

- e. Clean and apply corrosion inhibitor to the terminals of lead acid batteries as necessary.
- f. Tighten battery cable connections as necessary.
- g. Inspect and tighten starter motor(s) connections as necessary.

#### **E. Exhaust System**

- a. Inspect flexible exhaust coupling for cracks, excessive leakage, broken or missing hardware.
- b. Inspect exterior or exhaust manifolds for oil/fuel slobbering (signs of stacking).
- c. Inspect exhaust rain protection and exhaust outlet screening.
- d. Drain water in exhaust moisture traps.
- e. Inspect seal between exhaust and generator enclosure for deterioration and leaks.

#### **F. Air Intake System**

- a. Inspect air filters for plugging and deterioration, clean air cleaner element and housing as necessary.
- b. Check all air intake piping for damage and loose connections.
- c. Inspect air cleaner seal for pliability and sealing and clean as necessary.
- d. Inspect turbocharger for excessive endplay clearance and seal leakage.
- e. Clean crankcase breather element.

#### **G. Control Panel and Switchgear**

- a. Operational check of illumination and safety lamps.
- b. Check electronic control panels for fault codes, notify Town of any codes that need to be addressed.
- c. Check proper operation of instruments with unit running.
- d. Adjust governor control for optimum performance and frequency.

- e. Adjust voltage regulator for proper voltage.
- f. Test emergency stop.
- g. Check for proper operations of the automatic transfer switch.

#### **H. Upon Completion of Service**

- a. Reset all controls in automatic.
- b. Set circuit breaker to correct position.
- c. Ensure fuel valves are in correct position.
- d. Ensure battery charger is on.
- e. Ensure day tank controls are on.
- f. Ensure louver controls are on.
- g. Ensure that jacket heater is on.

#### **I. Fuel Cleaning: Fuel filtering of off road diesel AST, UST and day tanks to include:**

- a. Filtering.
- b. Chemical treatment.
- c. Analysis to include but not limited to:
  - 1. Gallons of water pumped from tank.
  - 2. Gallons of sludge pumped from tank.
  - 3. Number of filters used.
  - 4. Chemical treatment used.
  - 5. Fuel quality test.
  - 6. Contamination test and results.

#### **J. On-Call Service**



- a. Contractor must provide twenty-four (24) hour on-call and emergency repair services.
- b. Contractor must respond on-site within two (2) hours of a call identifying an emergency and no less than twenty-four (24) hours from receipt of routine service calls.
- c. If the Contractor is unable to or fails to respond within the required time frame, the Town reserves the right to obtain service elsewhere.
- d. If the Contractor is unable or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the Town may terminate the contract.
- e. Contractor must have the ability to repair and acquire parts in a reasonable timeframe or Town has the right to contact another contractor.

**K. Contractor Responsibilities**

- a. The Contractor is responsible to obtain and pay for all required permits as applicable.
- b. The Contractor warrants that all workmanship shall be of the highest quality and in accordance with contract documents and manufacturer(s) specifications, and shall be performed by persons qualified at their respective trades.
- c. The Contractor must at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. The Contractor must secure the premises as needed. At completion of the work, the Contractor must remove from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials, and shall leave the area “Broom Clean” and ready for use. The Town of Leesburg will provide a dumpster where appropriate waste material and equipment can be disposed, unless otherwise noted. Materials contaminated with fuels, oils, grease and antifreeze must be removed by contractors; disposal of such materials in Town of Leesburg dumpsters is not acceptable.
- d. It is the responsibility of the Contractor to return the work site to a condition equal to, or better than, prior to start of Work.
- e. The Contractor is responsible for field verification of existing conditions, including but not limited to power requirements, control interfaces and other field measurements.

- f. All work shall be done in accordance to all applicable Codes and Standards to include ASME, OSHA, VOSHA, AWWA and local Mechanical, Plumbing and Electrical Code.

**L. Routine Generator Work and Repairs**

- a. On an as-needed basis, the successful offeror shall provide generator services and repairs
- b. Prior to the start of any services or repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the Director of Utilities or designee for review and approval. The proposal should specify:
  - 1. Labor billing rate for repair or any preventative maintenance work identified during the term of the contract. Rates should include straight time rates, overtime rates, and emergency rates, as applicable, and under what circumstances said rates are applied.
  - 2. Short description of the scope of Work or reference to received information.
  - 3. Product name of proposed material.
  - 4. Name of manufacturer of equipment.
  - 5. Anticipated time of completion (number of work days).
  - 6. Cost of materials and equipment when applicable;
  - 7. Any safety concerns that the Contractor has in order to complete the Work.
- c. All hourly rates shall include labor, expenses, and travel to the Town.
- d. Routine repair work scheduled in advance is defined as: Monday through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, Town may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

**M. Emergency Repairs and Services**

- a. The successful offeror must provide emergency repair services to the Town's water and wastewater plants and associated facilities.

- b. Contractor must provide twenty-four (24) hour on-call and emergency repair services.
- c. Contractor must respond on-site within two (2) hours of a call identifying an emergency and no less than twenty-four (24) hours from receipt of routine service calls.
- d. If the Contractor is unable to or fails to respond within the required time frame, the Town reserves the right to obtain service elsewhere.
- e. If the Contractor is unable or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the Town may terminate the contract.
- f. All hourly rates shall include labor, expenses, and travel to the Town. Labor hours paid under this contract shall be only for productive hours at the job site. (No minimum charge requirements will be accepted.) Overhead is not billable separately and shall be included in the productive hourly rate. Overhead includes but is not limited to: estimates, office support, and transportation to/from the job, material acquisition, and supervision. Rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rates.
- g. The Town shall authorize any repairs that are necessary to return any equipment to operating status.

**N. Parts and Materials Used**

- a. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the Town's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the Town any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the Town upon request or payment may be withheld.
- b. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the Town.
- c. The Town reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the Town will be provided at no cost to the Contractor.

- d. The Contractor shall guarantee OEM replacements parts for a period of one (1) year after the repair work is complete.

**O. Contractor Requirements**

- a. Successful Offeror must be able to service equipment listed above.
- b. Successful Offeror must be able to subcontract proprietary work as necessary.
- c. The Contractor shall perform all work necessary to complete generator repair services.
- d. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of generator services specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a two (2) hour period for emergency services.
- e. Approval must be given by the Town for any subcontractors.
- f. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this proposal that includes: equipment inventory, facility description, resumes of key personnel, experience references.
- g. The Contractor's personnel working on-site at any Town facility must be full-time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.
- h. The Town reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

**P. Hours of Operations and Holidays**

- a. The Town of Leesburg Water Pollution Control Facility operates 24 hours per day, every day of the year. For purposes of this contract, the Contractor shall have access to the plant when and as necessary. The Town of Leesburg Water Treatment Plant operates 18 hours per day, every day of the year. For purposes of this contract, the Contractor shall have access to the WTP during those working hours.
- b. The Town of Leesburg office hours are 8:30a.m. through 5:00 p.m. Monday through Friday. The Town of Leesburg usually observes Virginia bank

holidays. Access to work sites and work areas may be modified, subject to the approval of The Town of Leesburg's WPCF and WTP Utility Plant Managers (UPM). In any event and under all circumstances, the unilateral decision of The Town of Leesburg UPMs regarding access to The Town of Leesburg facilities shall be final. The current list of holidays will be made available upon request, after contract award.

#### IV. PROPOSAL SUBMITTAL INSTRUCTIONS

##### A. Submittal Instructions

One (1) electronic copy of your complete proposal, and one (1) electronic copy with any trade secret, confidential, or proprietary information redacted must be submitted. Late proposals will **not** be accepted. Mailed, telephone, fax, emailed and verbal offers will **not** be accepted. Submit proposals through the Commonwealth's eProcurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov) with the following information on the exterior:

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

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

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

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

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

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

**B. Proposal Format**

Offerors shall submit proposals in the following format:

1. Proposals shall include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals shall be submitted on 8-1/2” x 11” paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposals shall be signed by the person or persons legally authorized to bind the offeror to a Contract. Until further notice, electronic signatures will be accepted by the Town and submission of a proposal through the eVA website constitutes your representation that your firm authorizes the use of electronic signatures.
4. Proposals shall contain no more than seventy-five (75) individual pages. All pages in the proposal (i.e. including covers, section dividers, table of contents, executive summary, etc.) will be counted as part of the page count.
5. Each copy of the proposal shall be bound or contained in one PDF, all pages shall be indexed in the sequence and format as indicated below:

SECTION 1	<ul style="list-style-type: none"> <li>• <b>Executive Summary</b></li> <li>• Offeror Submission Form (Page 36)</li> <li>• Acknowledgement of Addenda (Page 37)</li> </ul>
SECTION 2	<ul style="list-style-type: none"> <li>• <b>Offeror’s Experience and History</b></li> <li>• Project Team and Organization Chart</li> <li>• Client Listing/References (Page 38)</li> <li>• Statement of Qualifications – Equipment Inventory, Facility Descriptions</li> </ul>
SECTION 3	<ul style="list-style-type: none"> <li>• <b>Understanding and Approach</b> to the Statement of Needs, Continuity Commitment and Quality Control Plan</li> </ul>
SECTION 4	<ul style="list-style-type: none"> <li>• <b>Price Proposal</b></li> </ul>

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SECTION 5	• <b>Exceptions to the RFP</b>

**C. Proposal Organization**

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

1. **Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.
2. **Offeror’s Experience and History:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: offeror’s qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a list of six (6) references from the last five (5) years. The list must include names, address, telephone numbers, and email addresses of contact persons as well as a brief description of the work performed. In addition, a statement of qualifications showing the firms equipment inventory and Facility Descriptions. Offeror must be able to service the equipment identified. The offeror shall perform all work necessary to complete generator repair services and be able to subcontract proprietary work as necessary.
3. **Understanding and Approach:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the offeror’s understanding of the statement of needs and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III Statement of Needs in order to demonstrate how the proposed solution will meet the specifications requested, and a statement explaining why the offeror’s proposed solution would be the most advantageous to the Town.
4. **Price Proposal:** For the purposes of pricing calculations, the following is an estimate of the number of hours to perform generator services that the Town will require annually for the Water and Water Pollution Control Divisions combined:

Service Description	Estimated Amount
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Routine Repairs and Services 7:00AM – 4:00PM	30 hours annually
After Hours and Weekend Emergency Repair Services M-F 4:01PM – 7:59AM and Friday 4:01PM – Monday 6:59AM	30 hours annually

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

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

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

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

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

#### **V. QUESTIONS AND INQUIRIES**

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by the Question Deadline stated on the cover page of this RFP.**



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

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

### **A. Evaluation Criteria**

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

1. Offeror's Experience and History in Generator Services – 40%
2. Understanding of The Town's Needs, Commitment to Provide Continuity of Services, and Quality Control Plan – 25%
3. Price Proposal for Service and Repairs – 25%
4. Proximity to The Town – 10%

### **B. Selection Process**

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

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

### **C. Contract Award**

The Town intends to award a contract to a qualified offeror authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract shall be at the sole

discretion of the Town. Award will be made to the offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the above criteria.

The contents of the proposal submitted by the successful offeror will become a part of any contract awarded as a result of this RFP. The successful offeror shall be expected to sign a contract with the Town. Additional terms and provisions may be included in the contract, a sample copy of which is enclosed.

## VII. TERMS AND CONDITIONS

### A. Special Terms and Conditions

1. **Contract Term:** The term of this Contract shall commence on a date that is mutually agreed upon both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, this Contract may be renewed for four (4) additional one-year terms. Renewal pricing may be negotiated and adjusted, but at no time will a single year price increase exceed the percentage increase of the Services less Energy Services (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve (12) month period for which statistics are available.

### B. General Terms and Conditions

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
4. **Competition Intended:** It is the Town's intent that this request for proposals permits competition. It shall be the offeror's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.
5. **Understanding of Specifications:** Offerors shall thoroughly examine and be familiar with the Town specifications. The failure or omission of any offeror to receive or examine this document shall in no way relieve any

offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the offeror's intent not to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
8. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
9. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.
10. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation 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.

11. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. “Trade Secrets and Proprietary Information Disclosure”.
12. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town’s Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
13. **Laws and Regulations:** The offeror’s attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract 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.
14. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2723**. Indicate the BPOL license number on the proposal form.
15. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Public Procurement Act.
16. **Safety:** All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational 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.

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

Termination for Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

Termination for Cause: – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

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

18. **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.
19. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts

only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

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

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

The Town of Leesburg 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.

20. **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.
21. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
22. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies 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.

23. **Collusion Among Offerors:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.
24. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
25. **Qualification of Offerors:** Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
26. **Liability:** The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.

27. **Expenses Incurred In Preparing Proposal:** The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
28. **Protest Of Award Or Decision To Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
29. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
30. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
31. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

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

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

32. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:



- a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or
- b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

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

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

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

33. **Prime Vendor Responsibilities:** Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.
34. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of

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

35. **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>.
  
36. **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>.
  
37. **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. XXXXXX-FYXX-XX  
CONTRACT TITLE**

This **CONTRACT** (the “Contract”) is made this \_\_\_ day of \_\_\_\_\_, 2024 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, RFP No. 500640-FY24-43 (incorporated herein by reference), the Contractor’s Proposal dated \_\_\_\_\_ (attached hereto as “Exhibit A”), and any subsequent purchase orders issued by the Town. Where the terms of this Contract and the Contractor’s Proposal are at variance, the provisions of this Contract shall prevail. The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract, will be resolved in the following order of precedence: (1) this Contract; (2) RFP No. 500640-FY24-43 and all addenda thereto; (3) the Contractor’s Proposal 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, Virginia  
Utilities  
Attn: Dan Showman

1391 Russell Branch Parkway SE  
Leesburg, VA 20175  
Email: [dshowman@leesburgva.gov](mailto:dshowman@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 event that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

24. **Substitutions.**

No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Town. Where specific employees are proposed by the Contractor for work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the Town agrees to substitution. Requests for substitutions shall be reviewed and may be approved by Town at its sole discretion.

25. **Workmanship and Inspection.**

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The Town reserves the right to require immediate removal of any Contractor employee from Town service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Further, the Town may, from time to time, make inspections of the work performed under the Contract. Any inspection by the Town does not relieve the Contractor of any responsibility in meeting the Contract requirements.



26. **Contractual Disputes.** The Contractor shall give written notice to the Procurement Officer of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Procurement Officer by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Procurement Officer shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town's receipt of the claim.

The Procurement Officer's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

27. **Severability.** In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

28. **Force Majeure.** A party will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the party that make performance impossible or illegal, unless otherwise specified in the Contract.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and Town has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force

majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

29. **Survival of Terms.** Upon 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 \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Contractor shall also carry automobile insurance 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 \_\_\_\_\_

**OFFEROR SUBMISSION FORM**  
**RFP NO 500640-FY24-43**

**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 must 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 RFP and certify that I am authorized to sign for my company.

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

*OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL*

**ACKNOWLEDGEMENT OF ADDENDA**

Offeror acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this proposal:

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

**REFERENCE FORM**

**QUALIFICATIONS:** Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements. Provide at least six (6) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past five (5) years.  
*(Please print or type)*

1. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

2. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

3. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

4. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

5. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

6. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

**PRICING FORM**  
**RFP NO. 500640-FY24-43**  
**UTILITIES GENERATOR SERVICES**  
*This is not a contract. Submit pricing on this form.*

Item	Description of Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price (Estimated Quantity x Unit Price)
1	Hourly Labor Rate for Routine Repair Services (Monday – Friday, 7:00 a.m. – 4:00 p.m.) <b>Supervisor</b>	30	Hours	\$ _____	\$ _____
2	Hourly Labor Rate for After Hours, Weekend and Emergency Repair Services (Monday – Friday, 4:01 p.m. – 6:59 am). <b>Supervisor</b>	30	Hours	\$ _____	\$ _____
3	Hourly Labor Rate for Routine Repair Services (Monday – Friday, 7:00 a.m. – 4:00 p.m.) <b>Skilled Mechanic</b>	30	Hours	\$ _____	\$ _____
4	Hourly Labor Rate for After Hours, Weekend and Emergency Repair Services (Monday – Friday, 4:01 p.m. – 6:59 am). <b>Skilled Mechanic</b>	30	Hours	\$ _____	\$ _____
<b>TOTAL PROPOSED PRICE</b>				\$ _____	_____

**Instructions to Offerors:**

Proposals must be sealed with appropriate markings on the outside of the envelope or container. Complete all items or your proposal may not be considered. Subject to terms and conditions contained in the Request for Proposal.

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

Proposed prices shall include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to inspect, test, maintain, repair and make repairs. Material acquisition, handling and delivery, or for movement of Contractor-owned or rental equipment shall also be included in the proposed prices. Replacement parts shall not be included in the proposed prices above and will be reimbursed to the Contractor, at cost.

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