

## REQUEST FOR PROPOSAL

**RFP NUMBER:** 08-012

**DATE OF THIS REQUEST:** November 16, 2007

**DESCRIPTION:** Supply liquid Bioxide® at Cedar Run Pumping Station; Provide Bioxide® Feed System at Cedar Run Pumping Station

**PROPOSAL DEADLINE/  
OPENING DATE:** December 5, 2007, 2:00 PM

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For technical information relating to this RFP, please contact:

William Stoddard  
Superintendent of Water & Wastewater Plants  
731 Frost Avenue  
P.O. Drawer 341  
Warrenton, VA 20188  
540-347-1104

For other information relating to this RFP, please contact:

Purchasing Agent  
18 Court Street  
P.O. Drawer 341  
Warrenton, VA 20186  
540-347-1102

The Town of Warrenton is currently seeking proposals from qualified vendors to provide and install all material necessary to feed Bioxide® at the Cedar Run Pumping Station

The following specifications govern this purchase:

***Specifications:***

Specifications are attached as Exhibit A.

***Delivery and Installation Schedule:***

RFP shall be for FOB Warrenton, Virginia.

Delivery of all materials must be between the hours of 8:00 A.M. and 4:00 P.M. Local Time to the Town of Warrenton Wastewater Treatment Plant, 731 Frost Avenue, Warrenton, VA 20186.

***General Terms & Conditions:***

**The General Terms & Conditions Goods & Constructions Projects, attached as Exhibit B & C shall govern this purchase.**

Any person submitting a bid for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, be required to submit **as part of their bid** (Attached as Exhibit D):

- a. satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number;
- b. a written, sworn statement (notarized) that the license is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Sec.54.1-1100 of the Code of Virginia, 1950, as amended;

***Insurance:***

**The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.**

**The Contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured and, if requested a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be place with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.**

**The Contractor shall maintain limits no less than:**

- a. **Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this project of the general aggregate shall be twice the required occurrence limit.**
- b. **Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.**
- c. **Workers' Compensation and Employers Liability: Workers' Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability with limits of \$1,000,000 per accident.**

***Performance Bond Requirement:***

**Contractor shall provide the Town of Warrenton, upon request, a certificate evidencing bonding for Faithful Performance in the amount of the RFP submitted prior to commencement of contract.**

***Payment Terms:***

**Payment terms are net, 30 days from date of invoice or approval of invoice by the Department Head, whichever is later.**

***Bid Documents:***

**All Proposals must be signed and sealed in envelopes plainly marked on the outside, “Sealed Proposal – Bioxide® Feed System” and should be sent to the Purchasing Agent.**

**Proposals are opened and acknowledged by the Purchasing Director at the appointed hour and date in the presence of the Superintendent of Water & Wastewater Plants, or his designee at the Municipal Building, 18 Court Street, Warrenton, VA. Proposals will be evaluated by committee on the criteria stated.**

## Exhibit A

### Specifications for Bioxide® Feed System

All Offerers/Vendors are encouraged to visit the Cedar Run Pumping Station located at 6295 Academy Hill Road, Warrenton, Virginia 20186. The following services and equipment are requested:

Supply liquid Bioxide® in sufficient quantities as to insure consistent 24/7 feeding with no interruption of supply. Onsite storage tank should be sized according to delivery size capability

Provide a chemical feed system consisting of pump(s) and control(s) capable of feeding Bioxide® in a consistent manner with automatic dosage changes based on time of day and temperature.

Provide a method of determining the level of H<sub>2</sub>S at the headworks of the Wastewater Treatment Plant located at 731 Frost Avenue, Warrenton, Va. 20186.

- New equipment and installation of same shall carry a minimum of one year warranty

All equipment must be approved by Town Of Warrenton Utilities Engineer before installation can begin.

Bioxide® and/or chemical feed system must be Siemens or an approved equal.

The Evaluation Criteria will be:

#### A. Feed System:

- \_\_\_\_\_ Ability to meet the specifications as stated in Exhibits A
- \_\_\_\_\_ Access and ease of maintenance to equipment by plant personnel
- \_\_\_\_\_ Quality of the prepared design, product, materials, and equipment.  
(Resistance to harsh chemicals and physical environment)
- \_\_\_\_\_ Compatibility with other plant facilities
- \_\_\_\_\_ Price
- \_\_\_\_\_ Demonstrated long term reliability (past application-projects and references)
- \_\_\_\_\_ Warranty

Town of Warrenton, Virginia

Price Quote Sheet

RFP NUMBER: 08-012  
DATE OF THIS REQUEST: November 16, 2007  
DESCRIPTION: Supply liquid Bioxide at Cedar Run Pumping Station; Provide Bioxide® Feed System at Cedar Run Pumping Station  
BID DEADLINE/OPENING DATE: December 5, 2007, 2:00 P.M.

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Liquid Bioxide, per specifications, FOB, Warrenton, Virginia

\$ \_\_\_\_\_ Gallon

Bioxide Feed System, per specifications, FOB, Warrenton, Virginia

\$ \_\_\_\_\_ Materials

\$ \_\_\_\_\_ Installation/Startup

Terms: (Please identify any discounts offered for prompt payment, etc.)

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Shipping Point: \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Authorized Agent Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT B**  
**TOWN OF WARRENTON, VIRGINIA**  
**GENERAL TERMS AND CONDITIONS**  
**GOODS**

**MANDATORY USE OF TOWN FORMS, TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive. Bid Cover Sheets and Price Quote sheets are provided in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper places and submitted in a sealed envelope properly marked as indicated in the IFB.

Should the bid prices and/or any other submissions differ on the copy of the bid submitted, the ORIGINAL copy shall prevail.

**LATE BIDS AND MODIFICATION OF BIDS:** Any bid received at the designated office in the solicitation after the exact time specified for receipt of the bid is considered a late bid. A late bid will not be considered for award and will be rejected if tendered in person, or returned by mail if received in the mail.

**ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all sealed bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

**CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

**ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Any erasures in a bid must be initialed by the bidder. Carelessness in quoting prices, or in preparation of the bid will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after the public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

**BIDS FOR ALL OR PART:** Unless otherwise specified by the Town's Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make an award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the Town. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each bid item. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

**TIME FOR RECEIVING BIDS:** At the time fixed for the opening of bids, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the office of the Purchasing Agent during regular Town business hours for a period not less than 30 calendar days after date of opening. Bid tabulations may be requested in writing or by fax. No bid tabulations will be provide over the telephone. Additionally, all bid tabulations will be posted to the Town's website [www.townofwarrenton.com](http://www.townofwarrenton.com) as soon as practical after the bid opening.

**PROHIBITION AGAINST UNIFORM PRICING:** The Town's Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid, each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a part with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders.

**PRECEDENCE OF TERMS:** in case of a conflict between the General Terms and conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

**CLARIFICATION OF TERMS:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the bid opening date. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for opening bids, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum to the solicitation. All addenda will be sent to all prospective bidders and will be posted on the Town's website upon issuance.

**BRAND NAME OR EQUAL:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturing name, but conveys the general style, type, character and quality of the article needed. Any article that the Town, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible for clearly and specifically showing that the product being offered, by providing specific descriptive literature, catalog cuts and technical details, to enable the Town to decide whether the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation process. Failure to furnish adequate data

for evaluation purposes may result in the Town declaring the bid nonresponsive. Unless the bidder/offeror clearly shows in his bid/proposal that the product being offered is an “equal” product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

**AWARD OR REJECTION OF BIDS:** Contract award will be to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Town to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Town taking into consideration the evaluation criteria set forth in the RFP. The Town reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of the Town.

**RESPONSIBILITY OF THE BIDDER:** The Town reserves the right to reject a bid from a non-responsible bidder. In determining the responsibility of a bidder, the following criteria will be considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgement, experience and efficiency of the bidder;
4. The quality of performance on previous contracts or services;
5. The previous and existing compliance of the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the bidder to provide future maintenance and services for the use of the subject of the contract;
9. The number and scope of the conditions attached to the bid;
10. Whether the bidder is in arrears to the Town on a debt or contract or is in default on a surety to the Town or whether the bidder's Town taxes or assessments are delinquent; and
11. Such other information as may be secured by the Town having a bearing on the decision to award the contract.

**NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or purchase order) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation

shall be incorporated by reference in the resulting contract and become a part of said contract:

1. **Town of Warrenton Certification Page and other documents which may be incorporated by reference, if applicable.**
2. General Terms & Conditions
3. Special Terms & Conditions and Specifications
4. Bid Sheet or Offeror's Submitted Proposal
5. Any addenda/amendments/Memoranda of Negotiations

**TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the Town in accordance with this clause whenever the Town shall determine that such a termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which the termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**TRANSPORTATION AND PACKAGING:** By submitting a bid/proposal, all bidders/offerors certify and warrant that the price offered for FOB Destination includes only the actual freight costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description and quantity.

**TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

**PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of an invoice, or acceptance of the goods by the Town of Warrenton, whichever occurs later. This shall not affect offers of discounts for payment in less than 30 days, however.

**INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the seller direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

**TAXES:** Sales to the Town of Warrenton are exempt from state and local sales taxes. State sales and use tax certificates of exemptions will be issued upon request.

**DEFAULT:** In case of failure to deliver goods or services according to the contract terms and conditions, the Town, after due oral or written notice, may obtain them from other sources and hold the contractor responsible for any resulting additional

purchase and administrative costs. This remedy shall be beyond any other remedies that the Town may have.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

**ANTITRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

**ETHICS IN PUBLIC CONTRACTING:** By submitting a bid/proposal, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor about their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**ANTI-DISCRIMINATION:** By submitting a bid/proposal all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract more than \$10,000, the provisions in A and B below apply:

A. During the performance of this contract, the contractor agrees as follows:

The Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the seller. The seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The seller, in all solicitations or advertisements for employees placed by or for the seller, will state that such sellers are equal opportunity employers.

Notices, advertisements and solicitations placed according to federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

- B. The seller will include the provisions of A above in every subcontract or purchase order more than \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Town, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgements, cost and expenses which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that the subcontractor of his or her employees, if any, and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and aave harmless and defend the Town as herein provided.

**DEBARMENT STATUS:** By submitting a bid/proposal, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

**APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The seller shall comply with applicable federal, state and local laws and regulations.

**QUALIFICATIONS OF BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work or furnish the item(s) and the bidder/offer shall furnish the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fail to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the item(s) contemplated therein.

**NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with

Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, 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 by public entities on the basis of disability. 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.

#### **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The Town of Warrenton acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

The Town Of Warrenton shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

**EXHIBIT C**

**TOWN OF WARRENTON, VIRGINIA  
GENERAL TERMS AND CONDITIONS  
CONSTRUCTION PROJECTS**

The following General Terms and Conditions shall become part of all solicitations for construction projects that involve building, altering, repairing, improving or demolishing any structure, building or paving projects, and any draining, dredging, excavation, grading or similar work upon real property. These General Terms and Conditions shall be a part of any such Invitation for Bid/Request for proposal in addition to the General Terms and Conditions - Services.

**1. DEFINITIONS:**

- a. The term **“Town”** shall mean The Town of Warrenton through the governing body or other agent with authority to execute the contract for the Town.
- b. The term **“Contractor”** means the person, firm or corporation named such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
- c. The term **“Subcontractor”** means only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design but does not include one who merely furnishes material not so worked.
- d. The **“Project Inspector”** means one or more individuals employed or designated by the Town to make inspections, observe progress, approve schedules and accept services under the terms of the contract. The Town shall notify the Contractor in writing of the appointment of such Project Inspector.

**2. CONTRACT DOCUMENTS**

The contract entered into by the parties shall consist of the Invitation for Bids/Request for Proposals, the signed Bid/Offer submitted by the Contractor, the Town of Warrenton standard contract form or Purchase Order, the General and Special Terms and Conditions, the Specifications with drawings, if any, including all modifications thereof, all which shall be referred to collectively as the Contract Documents.

**3. LAWS AND REGULATIONS**

- a. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
- b. The Contractor and Subcontractor shall comply with the Virginia Contractor’s Registration Law, Title 54, Chapter 7, Code of Virginia (1950), as amended. All nonresident Contractors and Subcontractors submitting bids/ proposals on the work described herein shall register with the Department of Labor and Industry under the provisions of the Subsection 40.1-30 of the code of Virginia (1950), as amended.

**4. CONDITIONS AT SITE, BUILDING OR STRUCTURE**

Bidders/Offerors shall visit the contract work site or sites and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site, building or structure, and the character and extent of existing work within or adjacent to the site.

**5. PREPARATION AND SUBMISSION OF BIDS/PROPOSALS**

- a. Bids/proposals must give the full business address of the bidder/ offeror and be signed by him or her with his or her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the word “President”, “Secretary”, “Agent”, or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the Town, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- b. Identification Of Bid/Proposal Envelope: The signed bid/proposal should be returned in a separate envelope or package sealed to the Director of Purchasing and identified as follows:

From:

|                |                     |      |
|----------------|---------------------|------|
| Name of Bidder | Due Date            | Time |
| Address        | City/State/Zip Code |      |

Description of Invitation or Request for Proposal  
The envelope should be addressed as directed in the solicitation.

**6. WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS PRIOR TO DUE DATE**

Bids/proposals may be withdrawn or modified by written or telegraphic notice received from Bidders/Offerors prior to the time fixed for bid/proposal receipt.

**7. RECEIPT AND OPENING OF BIDS/PROPOSALS**

- a. It is the responsibility of the bidder/offeror to assure that the bid/proposal is delivered to the place designated for receipt of bids/proposals prior to the time set for receipt of bids/proposals. No bid/proposal received after the time designated for receipt of bids/proposals will be considered.
- b. Bids received in response to an Invitation for Bids will be opened at the time and place stated in the solicitation and bidder=s names and prices made public for the information of bidders and other interested who may be present either in person or by representative. The Purchasing Director, whose duty it is to open the bids, will decide when the specified time has arrived. No responsibility will be attached to any agent of the Town for the premature opening of a bid not properly addressed or identified. In the case of the proposals received in response to a Request for Proposal, public openings are not required; however, if a public opening is held, only the names of the offerors will be read aloud.

**8. WITHDRAWAL OF BID DUE TO ERROR (INVITATION FOR BIDS ONLY)**

- a. The bidder shall submit to the Purchasing Director his original work papers, document and materials used in the preparation of the bid within two business days after the date fixed for submission of bids. The work papers shall be delivered in person or by certified mail. The bidder shall identify in sufficient detail the nature of the mistake. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein.
- b. No bid may be withdrawn under this section when the result would be awarding the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- c. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall deemed to be the low bid.
- d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- e. If the Town denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsive and responsible bidder.

**9. SUBCONTRACTS:**

- a. The Contractor shall, as soon as practicable after the signing of the contract, notify the Town in writing of the names of Subcontractors proposed for the principle parts of the work. The Contractor shall not employ any Subcontractor that is not responsible or otherwise suitable. The Town shall not direct the Contractor to contract with any particular Subcontractor, however, the Town may disapprove the use of any Subcontractor deemed unsuitable.
- b. The Contractor must agree that he is fully responsible to the Town for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as well as those persons directly employed by the Contractor himself.

**10. SEPARATE CONTRACTS:**

The Town reserves the right to let other contracts in connection with the project or services, the work under which will proceed simultaneously with the performance of the Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the performance of their work. The Contractor shall take all reasonable action to coordinate his or her work with the separate contractors. If the work done by the separate contractor is defective or so performed as to prevent the Contractor from carrying out the work according to the plans and specifications, the contractor shall immediately notify the Town upon discovering such conditions.

**11. PROJECT INSPECTOR AS THE TOWN'S AGENT:**

- a. The Project Inspector shall use all powers under the Contract to enforce its faithful performance. The Project Inspector shall determine the amount, quality, acceptability, and fitness of all parts of the work; shall interpret the Contract Documents and extra work orders; and shall decide all other questions in connection with the work. The Project Inspector shall recommend suspension of the work whenever such suspension may be necessary to ensure the proper execution of the Contract. The Project Inspector shall have no authority to approve or order changes in the work which alter the concept or which call for an extension of time or a change in the contract price. Upon request, the Project Inspector shall confirm in writing within ten (10) days any oral order, direction, requirement or determination.

- b. All orders from the Town shall be transmitted through the Project Inspector.

**12. INSPECTION:**

- a. All materials and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination and test by the Project Inspector at any and all times during manufacture and/or construction. The Project Inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Town may, by contract or otherwise, replace such material and/or correct such workmanship charging the cost to the contractor. The Town may terminate the right of the Contractor to proceed as provided in the Default Clause, the Contractor being liable for any damage to the same extent as provided in the Default Clause for termination thereunder.
- b. The Project Inspector may recommend to the Town that the work be suspended when in his or her judgment the intent of the plans and specifications is not being followed. Any such suspension shall be continued only until the matter in question is settled to the satisfaction of the Town. The cost of any such work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor=s work.
- c. The Project inspector may immediately suspend any work which is being pursued in an unsafe manner and where in his or her judgment, the potential for serious personal injury or property damage exists.
- d. The Project Inspector shall not:
  - 1. Authorize deviations from the Contract Documents;
  - 2. Enter into the area of responsibility of the Contractor=s superintendent;
  - 3. Issue directions relative to any aspect of means, methods, techniques, sequences, or procedures;
  - 4. Issue a certificate for payment.

**13. SUPERINTENDENCE BY CONTRACTOR:**

- a. The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents.
- b. The Contractor shall, at all times, enforce the strict discipline and good order among the workers on the project, and shall not employ on the site any unfit person or anyone not skilled in the work assigned to him or her.

**14. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

**15. WARRANTY OF MATERIALS AND WORKMANSHIP**

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class, and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

**16. USE OF PREMISES AND REMOVAL OF DEBRIS**

- a. The Contractor expressly undertakes, either directly or through its Subcontractor:
  - 1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;
  - 2. To store its apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of the Town or any other Contractor; and
  - 3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - 4. To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.
  - 5. To clean up frequently all refuse, rubbish, scrap, materials and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

**17. PROTECTION OF PERSONS AND PROPERTY**

- a. The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including the Town=s employees and property and its own.
- b. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- c. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Town=s property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town. The Contractor shall adequately protect the adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
- d. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Town, is hereby permitted to act at its discretion, to prevent such threatened loss or injury. Also, should the Contractor in order to prevent threatened loss or injury, be instructed or authorized to act by the Town, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 18, "Changes in the Work."

**18. CHANGES IN THE WORK**

- a. The Town may at any time by written order, make changes in the work of this Contract and within the general scope thereof, except that no fixed price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater. In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Town.
  1. The change order shall stipulate the mutually agreed price that shall be added to or deducted from the contract price. If the price change is an addition to the contract price, it shall include the Contractor's overhead and profit.
  2. By estimating the number of unit quantities of each part of the work which are changed and then multiplying the estimated number by of such unit quantities by the applicable unit price (if any) set forth in the contract or other mutually agreed unit price. If the Town decides to authorize work in accordance with until price, measurement of unit quantities shall be on a net basis.
  3. By ordering the Contractor to proceed with the work and to keep, and present in such form as the Town may direct, a correct account of the cost of the change together with all vouchers therefor. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the Town and the Contractor.
- b. The Contractor shall furnish the Town with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.
- c. In figuring changes, instructions for measurements of quantities set forth in the specifications shall be followed.
- d. All change orders must indicate that the completion date of the project is either not extended or is extended by a specific number of days. Both the old, and if there is one, the new date must be stated.

**19. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work should be stopped under any order of any court or other public authority for a period of three (3) months through no fault of the Contractor or of anyone employed by the Contractor, or if the Town should arbitrarily fail to issue any certificate for payment within a reasonable time after they are due, or if the Town should fail to pay the Contractor within thirty (30) days any sum certified by the Town, then the Contractor may, upon fourteen (14) calendar days written notice to the Town, stop work or terminate the contract. The Contractor may then recover the Town payment for the cost of the work actually performed, together with the overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that there would have been a profit on the entire contract if the work had been completed. The Contractor may not receive profit or any other type of compensation for parts of the work that were not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The Town may offset any claims it may have against the Contractor against the amounts due to the Contractor.

**20. TOWN'S RIGHT TO TERMINATE CONTRACT**

- a. If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his or her insolvency, the Town may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Town, or otherwise be in substantial violation of any provision of the contract, then the Town may terminate the contract.
- b. Prior to the termination of the Contract, the Town shall give the Contractor fourteen (14) calendar days written notice. Upon termination of the contract, the Town shall take possession of the premises and of all materials,

tools and appliances thereon and finish the work by whatever method deemed expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

c. Termination of the Contract under this section is without prejudice to any other right or remedy of the Town.

**19. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, 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 by public entities on the basis of disability. 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.

**22. ANTI-DISCRIMINATION**

By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, 2.2-4343.1(E)). In every contract over \$10,000 the provisions in A and B below apply:

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, 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 a 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, will 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 for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**Exhibit D**

**Mandatory Requirement**  
(To be executed and submitted with bid)

Any person submitting a bid for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, be required to submit **as part of their bid:**

Satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number. **A copy of your contractor's license can be attached to this form to meet this requirement.**

I certify that the \_\_\_\_\_ State Contractors License of

\_\_\_\_\_, doing business as

is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer

pursuant to Sec. 54.1-1100 of the Code of Virginia, 1950, as amended.

Signed and sealed this \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

Principal

\_\_\_\_\_

Title

State of Virginia, County of \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by

\_\_\_\_\_.

Notary Public

\_\_\_\_\_  
My Commission Expires:

**Vendor list:**

Heyward Incorporated  
P.O. Box 3270  
4325 Cox Road  
Glen Allen, Va. 23060  
Attn: Mark Morgan

Johnston Inc  
P.O. Box 580  
Indian Trail, NC 28079  
Attn: Ryland Brown

T. E. Byerly Company, Inc.  
1850 York Rd-Suite J  
Timonium, Maryland 21093

Coyne Chemical Company  
3015 State Road  
Croydon, PA 19021  
Attn: John Snow

Siemens Water Technologies Corp.  
Odor Control Segment  
2650 Tallevast Road  
Sarasota, FL. 34243  
Attn: Greg Tomlinson