

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL: Engineering Services – Wastewater Treatment Plant Moving Bed Bio-Reactor (MBBR) Design

RFP Number: #17-002

Closing Date: September 22, 2016 at 4:00 P.M.

ALL PROPOSALS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

One (1) original and three (3) copies of the proposal, including any attachments shall be mailed or delivered to:

Town of Warrenton
Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, Virginia 20188

For technical information relating to this RFP, please contact:

Edward B. Tucker, PE, Director of Public Works & Utilities
18 Court Street
P.O. Drawer 341
Warrenton, VA 20188
Phone: 540-347-1858
Fax: 540-349-2414
E-mail: etucker@warrentonva.gov

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
P.O. Drawer 341
18 Court Street
Warrenton, VA 20188
Phone: 540-347-1102
Fax: 540-349-2414
E-mail: staff@warrentonva.gov

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the service and/or goods in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name Date
Address Fax #
Submitted by Phone #
Signature FEIN/SSN

CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION

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#### I. SCOPE OF SERVICES

The Town of Warrenton is currently seeking proposals from qualified engineering design firms for the purpose of developing plans and construction documents for the construction of a Moving Bed Bio-Reactor (MBBR) system to replace the existing Rotating Biological Contactor (RBC) system for the Town's wastewater treatment plant. The Town has completed a "basis of design" and preliminary engineering report for the project which is available upon request.

#### II. PROPOSAL REQUIREMENTS

Proposals shall be signed by an authorized representative of the firm.

Proposals should be prepared simply and economically, providing a straightforward and concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

One (1) signed original and three (3) copies of the proposal shall be submitted to the Town of Warrenton Purchasing Agent. Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in that single volume. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

Any information thought to be relevant, but not applicable to the enumerated scope of work, should be provided as an appendix to the proposal.

Each firm submitting a proposal shall provide an updated statement of qualifications. The minimum requirements for a complete proposal to be considered are outlined below. This information should be submitted in the format outlined below with tabs, to include a table of contents:

- a. Certification Page and any addendums or acknowledgments, signed and filled out as required.
- b. Expertise and experience of the firm relative to the scope of services contained in this RFP.
  - I. This section should include recent project information of similar type completed along with the name and telephone number of the contact for each project. Examples of each type of project identified in the RFP are desirable.
  - ii. Identification and statement of **qualifications of all project team members** who will be assigned to the project, including those responsible for "hands on" work, as well as those assigned for supervision and oversight responsibilities.
  - iii. Identification and statement of **qualifications of any and all additional associate engineers, if any, to be used, with a description of their role(s) on the project team.**
- c. Financial responsibility of the firm. The firm 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 engineer, its agents, representatives, employees or subcontractors.
- d. The Firm shall agree to 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 the contract. All insurance shall be placed 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 Firm shall maintain limits no less than:

- I. General Commercial Liability: \$1,000,000 (One million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- ii. Automobile Liability: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage.
- iii. Worker's Compensation and Employer's Liability: Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.
- iv. Professional Liability coverage (errors and omissions), \$250,000 per occurrence minimum.

Prior to commencing work under a resulting contract, the successful offeror shall furnish the Town with a Certificate(s) of Insurance naming the Town, its offerors, employees, agents, as additional insured. A 95 day notice in writing of cancellation or non-renewal will be furnished by certified mail to the purchasing office at the address indicated on the solicitation. The contractor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the contract including, but not limited to, claims under the Worker's Compensation Act.

The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- e. Geographic location of the firm relative to the Town's location. The firm should include the complete address of the office proposed to handle the work.
- f. Past cost performance, scheduling performance, and general performance on past projects, including but not limited to all Town of Warrenton and County of Fauquier projects, for the past three years, including the names of the point of contact for each project and innovative/award winning projects completed in the past 5 years.
- g. Size of firm relative to the size of the project(s).
- h. Do not include any fee or pricing information.

### III. EVALUATION OF PROPOSALS

Proposals should be submitted in sufficient detail to convey the capabilities of the consulting firm, with a minimum amount of reading time required for review. Proposals will be evaluated using the following criteria:

- Expertise, experience, and qualifications of the firm.
- Expertise, experience, and qualifications of project personnel.
- Understanding and approach to the design requirements.
- Geographic location of the firm relative to the location of the Town of Warrenton.
- Availability of resources to perform the work.
- Specific relative experience within the last 5 years, in particular MBBR and RBC projects.

### IV. CONTRACT AWARD

The Town of Warrenton will engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible, suitable, and professionally competent to provide the required services, on the basis of initial responses to the RFP. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information

from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Town shall rank, in order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the offeror(s) ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a fee and unit price schedule considered fair and reasonable, the award shall be made to that offeror(s). Otherwise, negotiations with that offeror shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such contract(s) can be negotiated at a fair and reasonable fee.

V. ACCEPTABLE/UNACCEPTABLE PROPOSALS

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable" and no further discussion concerning same will be conducted.

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#### GENERAL TERMS AND CONDITIONS

##### PROPRIETARY INFORMATION OR TRADE SECRETS

Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm must invoke the protections of this section prior to or upon submission of the data or other materials by: (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.

##### PRECEDENCE OF TERMS

In the event there is 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

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

##### TESTING/INSPECTION

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

##### INVOICES

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror directly to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

##### DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

##### ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the bidder/offeror 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 their bids/proposals, 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 in connection with 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 more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

#### ANTI-DISCRIMINATION

By submitting their bids/proposals, all bidders/offerors certify to the Town 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. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

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

- A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror 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 bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

- B. The bidder/offeror 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.

#### INDEMNIFICATION

Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, 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 the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered.

#### DEBARMENT STATUS

By submitting their bids/proposals, 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 bidder/offeror shall comply with applicable federal, state and local laws and regulations.

#### NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation, including: The Rehabilitation Act of 1973, Section 504; The Americans with Disabilities Act (ADA) of 1990, Title II; and the Virginians with Disabilities 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 disabilities from discrimination on the basis of a 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 Virginias with Disabilities Act of 1990 follows the Rehabilitation Act of 1973, Section 504.

#### SAFETY

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be 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.

#### QUALIFICATIONS OF 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/furnish the item(s) and the bidder/offeror shall furnish to 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 fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

#### CONFLICT OF INTEREST

The offeror certifies that to the best of its knowledge no employee of the Town nor any member thereof, nor any public agency or official effected by the proposal, has a pecuniary interest in the business of the offeror, and that no person associated with the offeror has any interest that would conflict in any manner with the performance of the proposal.

#### TAXES

The Town of Warrenton is exempt from Federal excise tax, State and local taxes; such taxes shall not be included in contract prices. Tax exempt certificates will be furnished if requested by the offeror.

#### NON-APPROPRIATION

All funds for payments of items ordered under an agreement are subject to the availability of appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same. In the event of non-appropriation of funds by the Town for the items under a contract, the Town will terminate the contract. Written notice will be provided to the contractor as soon as possible after Town action is completed.

#### AUDIT

The contractor agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

#### OWNERSHIP OF MATERIALS

Ownership of all material and documentation originated and prepared pursuant to the RFP shall belong exclusively to the Town and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an bidder, offeror or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or materials to be protected and state the reason why the protection is necessary.

#### PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120<sup>th</sup> day the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

#### CERTIFICATIONS

Offeror hereby certifies its compliance with the following:

- State and Local Government Conflict of Interest Act
- General Assembly Conflict of Interest Act
- Virginia Freedom of Information Act
- Virginia Fair Employment Contracting Act
- Virginia Government Frauds Act
- Virginia Public Procurement Act
- Federal Immigration Reform and Control Act of 1986

**PAYMENT TERMS**

Individuals or firms shall be paid within 30 days of invoice approval from the Town. Presentation of invoices shall be accompanied by detailed statements describing work accomplished. The Town reserves the right to demand proof of work accomplished for the invoicing period. The Town reserves the right to withhold payment in the event the selected firm does not perform the required scope of services.

**DELAYS AND SUSPENSIONS**

Extensions: If the Contractor elects to stop work due to delay or failure to provide data or services on the part of the Town, the Contractor's time to perform the services shall be extended by the time reasonably necessary to compensate for such delay.

Suspensions: If any data or services are not supplied, or are not reasonably suited for the intended use, then the Contractor may give written notice to the Town Purchasing Agent; and, if such data in correct form is not then supplied within 20 days of the date such notice is received, the Contractor may suspend work on that phase of the project.

Payment: The Contractor shall be paid for all work done to such date of suspension plus all the Contractor's costs related to the delay, omission, or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue work on other phases of the project with appropriate extension of time for performance upon delivery of the data or services to be provided by the Town. The Contractor may proceed without such data and services, and any error or omission of resulting from the omission of the data and services will not constitute default by the Contractor.

**KEY PERSONNEL**

The personnel named in the technical proposal shall remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Town Purchasing Agent.

**PERFORMANCE**

Unacceptable Performance - The Town reserves the right to inspect all operations and to withhold payment for any work not performed or performed that is not in accordance with the specifications. Corrections shall be at no cost to the Town. Contractor shall correct deficiencies within 24 hours of notice by telephone or writing. Failure to do so shall be cause for withholding of payment for that service.

**TOWN TERMS AND CONDITIONS**

The Town's Terms and Conditions outlined in the Request for Proposal, including any special terms and conditions, shall apply to any resulting contract. No modification of or addition to the terms and conditions shall be effective unless agreed to in writing by both parties.

**PAYMENT TO SUBCONTRACTORS**

A contractor awarded a contract under this solicitation is hereby obligated:

- 1 To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the Town and the subcontractor(s) in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in b. above. The date of

mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.

#### LAWS AND REGULATIONS

1. The Contractor shall give all notices and comply with all laws, ordinances, regulations and lawful orders of any public authority bearing on the performance of the work.
2. This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the "right to work", and all Contractors or Subcontractors, whether residents or nonresidents of the Town, who perform any work related to the project shall comply with all of the said provisions.

#### WITHDRAWAL OR MODIFICATION OF PROPOSALS PRIOR TO DUE DATES

Proposals may be withdrawn or modified by written or telegraphic notice received from Offerors prior to the time fixed for Proposal receipt.

#### RECEIPT AND OPENING OF PROPOSALS

1. It is the responsibility of the Offeror to ensure that the Proposal is delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. No Proposal received after the time designated for receipt of proposals shall be considered.
2. Proposals received in response to this Request for Proposals will be opened at the time and place stated in the solicitation. The officer or agent of the Town, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a Proposal not properly addressed and identified.

#### SUBCONTRACTS

1. The Contractor shall, upon request of the Town, notify the Town in writing of the names of Subcontractors proposed for the principal parts of the work. The Contractor shall not employ any subcontractor that is not responsible or otherwise suitable. The Owner shall not direct the Contractor to contract with any particular Subcontractor; however, the Owner may disapprove the use of any Subcontractor deemed unsuitable.
2. The Contractor agrees that he is as fully responsible to the Owner for the act and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

#### SUPERINTENDENCE BY CONTRACTOR

1. 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.
2. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

#### TOWN'S RIGHT TO TERMINATE THE CONTRACT

1. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his 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 law, 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.
2. Prior to termination of the contract, the Town shall give the Contractor fifteen (15) calendar days written notice. Upon termination of the contract, the Town shall take possession 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.

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

#### CONTINGENT FEE WARRANTY

The Contractor warrants that he/it has not employed or retained any person or persons not generally associated with Contractor for the purpose of soliciting or securing this agreement. The Contractor further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Town shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to contract terms the items set forth in the Schedule, the Town may, in its own discretion, give Contractor oral or written notice of such breach. Once notice by the Town is sent or given, the Town may immediately procure the items from another source. Once the Town has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the Town may back-charge the Contractor, in which case Contractor agrees to reimburse Town for any difference in cost between the original contract price and the Town's cost to obtain the item from the alternate source.

In no event shall the Town be held to pay the Contractor any costs incurred by Contractor including, but not limited to, ordering, marketing, manufacturing, or delivering the item(s) which are subject to the Town's notice of breach.

This remedy is in addition to, and not in lieu of, any other remedy the Town may have under this agreement and the laws of Virginia.

#### CONTRACT DOCUMENTS

Offerors are advised that the Town does not necessarily sign standard contract forms which may be used by the offeror. The Certification page in this RFP contains a signature line for the offeror which must be signed when submitting an RFP. The signature certifies the bidder is an agent or officer authorized to bind the firm/company to the terms and conditions of this proposal.

The contract documents shall consist of the Request for Proposal, the proposal and all related literature and support documentation provided by the offeror as a submission in response to this RFP; addendums, if applicable; Authorization to Proceed and/or Purchase Order, Work Order, or Project Order.

In the event of a conflict in language, the provisions of the Town's RFP shall govern. The offeror will be contractually bound to any and all promises made and to the requirements stated in the RFP.

#### IDENTIFICATION OF PROPOSAL ENVELOPE

All Proposals Must Be Signed And Sealed In Envelopes Plainly Marked On The Outside, "Proposal For Engineering Services – Wastewater Treatment Plant MBBR Design" And Must Be Mailed Or Delivered To The Purchasing Agent.

The Town reserves the right to reject any and all proposals and waive all formalities. All contracts are awarded by the Town Manager. In the event the Town Manager rejects all proposals, the Town will re-advertise or make the purchase on the open market.

#### LATE PROPOSALS

Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The Town is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or inter-Town mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.