TOWN OF CULPEPER
SOLICITATION FOR GOODS, SERVICES, CONSTRUCTION OR INSURANCE

TITLE: Wastewater Digester Tank Cleaning

NUMBER: DES-16-0906

FORM OF SOLICITATION: Invitation to bid

DUE DATE AND TIME FOR SUBMISSION: September 20th at 2:00 PM local time

BONDS
(Check mark indicates bond is required)

___ Bid Bond (5% of bid)
___ Performance Bond (full amount of contract price)
___ Payment Bond (full amount of contract price)

ADDRESS FOR SUBMISSION: Athelia "Tia" Chongasing
400 South Main Street, Suite 301
Culpeper, VA 22701
540 829-8228
achongasing@culpeperva.gov

CONTACT INFORMATION FOR QUESTIONS OR COMMENTS ON THIS SOLICITATION:

Joey Blankenship
jblankenship@culpeperva.gov
540-825-6060

THE FOLLOWING PERSONS ARE DESIGNATED BY THE TOWN MANAGER TO HAVE AUTHORITY TO BIND THE TOWN WITH REGARD TO THIS SOLICITATION:

9/7/2016
Jim Hoy, Director of Public Services

Authorized by the Town Manager: _____
Christopher D. Hively

Date: 9/7/16

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I) SUBMISSION OF BID

A) Scope and Specifications of Procurement

The Town is soliciting procurement of Digester Tank Cleaning. The specifications for this procurement are as follows:

Provide equipment and labor to remove all sludge and accumulation of ragging and grit from primary and secondary anaerobic digester tanks. Each tank is 60 feet in diameter and 20 feet deep with a sloped sump in the middle of tank totaling 25 feet deep. Provider must provide all necessary confined space entry equipment, including test equipment, permits etc. Provider must follow all OSHA regulations while onsite. The tank entry point is a manhole about 48" in diameter and does not have ladder access to enter the tank. There is ladder and catwalks to provide access to the tops of the tanks. The contents of the digester may contain organic solids such as, grit, plastics, rags and paper products normally found in digesters in a municipal Wastewater Treatment Plant. Vacuum truck must be cable of pulling up heavy sludge and pushing out the same heavy sludge to another tank which is onsite. Fire hose and NPW will be provided. The Contractor will be allowed to work twelve (12) hours per day.

The Contractor shall take all necessary precautions to prevent any leakage or spills of any kind onto property and or drainage systems. Contractor shall have on site personnel and equipment necessary to handle clean up that may be necessary due to spillage. The Contractor shall be liable for any and all clean-up costs in the event that such leakage or spill occurs. The Contractor shall also be responsible for reporting any and all spills to the Town.

The Contractor shall be responsible, on a daily basis to maintain a clean work site, to remove debris and to dispose of it properly at his/her own expense. Upon completion and before making application for acceptance of the work, the Contractor shall clean the area of work and all ground occupied by him/her in connection with the work of all rubbish, temporary structures, and equipment.

A mandatory site visit is scheduled for **Wednesday, September 14th at 11:00 AM** at our Wastewater Treatment Plant located 15108 Service Lane Culpeper, VA 22701. The purpose of this visit is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Attendance will be a prerequisite to submitting a bid. Bring a copy of the solicitation with you. Any changes/questions resulting from this visit will be issued in a written addendum to the solicitation.

The contract is for a period of one (1) year with two (2) additional one year renewals.

___ Goods ___X__ Services _____ Insurance _____ Construction

Delivery schedule: As soon as possible.

Procurement by the Town is governed by the Town Purchasing Policy, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. All Vendors are referred to the specific provisions of that policy and law for guidance in dealing with Solicitations. If an inconsistency exists between the Specifications of this Solicitation, the General Provisions, Contract, or other included document, or the Purchasing Policy and State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1) Virginia Public Procurement Act, as amended,

2) Town Purchasing Ordinances (Town Code, Chapter 18) and Policy, as amended,

3) The Specifications of this Solicitation (this section I),

4) The Contract,

5) The General Provisions of this Solicitation (Sections II – V).

B) Insurance Checklist

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. With all types of required insurance except Worker's Compensation, the Contractor must add the Town as an additional insured. Proof of insurance showing the Town as an additional insured are not required at the Solicitation stage but are a condition precedent to the award of a Contract.

1) Worker's Compensation

__X___REQUIRED ____NOT REQUIRED

a) State.....Statutory

b) Applicable Federal.....Statutory

c) Employer's Liability.....$100,000.

d) Benefits Required by Union Labor Contractors .....As Applicable

2) Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage):

__X___REQUIRED _____NOT REQUIRED

a) Bodily Injury:

$1,000,000.....Each Occurrence

$2,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

$ 1,000,000.....Each Occurrence

$ 2,000,000.....Aggregate

c) Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis.

d) Contractual Liability (Hold Harmless Coverage):

i) Bodily Injury:

$1,000,000.....Each Occurrence

$2,000,000.....Aggregate, Products & Complete Operations

ii) Property Damage:

$ 1,000,000.....Each Occurrence

$ 2,000,000.....Aggregate

e) Personal Injury, with Employment Exclusion deleted:

$ 2,000,000.....Aggregate

3) Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

__X___REQUIRED _____NOT REQUIRED

a) Bodily Injury:

$1,000,000.....Each Occurrence

$2,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

$ 1,000,000.....Each Occurrence

$ 2,000,000.....Aggregate

C) Type of Contract

The Town is anticipating the award of a contract on an as needed basis.

D) Questions and Comments Regarding Terms of the Solicitation and Modification of Terms

A Vendor may submit questions and comments regarding this Solicitation only to the Town Manager's designee(s) for this Solicitation. To receive an answer, all questions must be submitted no later than five (5) business (working) days before the due date. The Town may also issue clarifications or modifications of the terms of the Solicitation even if no Vendor requests it.

Any revisions to the terms of the Solicitation will be made only by written addendum issued by a Town Manager's designee, no later than three (3) days before the date set for opening of the Bids. The Vendor will not rely on any information provided orally, or by anyone other than a Town Manager's designee.

E) Method for Making Submission

1) **Contents of submission:** Vendors shall submit one (1) original and three (3) copies of the completed Bid Submission Form and Vendor Information Form and all supporting documentation. The signed forms must be returned in a separate envelope or package, sealed, addressed as directed on the cover page, and identified as follows:

From:

Name of Bidder	Due Date WW Digester Cleaning	Due Time DES-16-0906
Street/Box Number	IFB Title	IFB Number Athelia Chongasing
City	State/Zip Code	Name of Buyer

Bids sent via express delivery service must be sealed in an envelope inside the express container. The bidder assumes the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the Town for the premature opening of a bid not properly addressed and identified as specified herein.

2) **Determination of deadline:** The official time used in the receipt of Bids is established by the Town Manager's designee.

3) **Place for submission:** Bids must be received at the place stated on the cover page of the Solicitation. Bidders who use a delivery company, U.S. Mail, or courier bear the risk that the bid will not be received at the correct location by the deadline.

4) **Extension of deadline:** Before the deadline passes, the Town may extend the date and time for opening of Bids or change the location of the bid opening if it believes it is necessary and in the best interest of the Town. If that happens, all Bidders will be notified of the new date and time or new location and Bids already received will not be opened until the new date and time.

5) **Process for receipt of bids:** At the bid opening, the responsible Town employee shall receive bids, open them, and read aloud the names of the Vendors that submitted Bids. The amount of each Bid, however, will not be read at that time and will not be made known to other Bidders until a decision is made as to whether to award a contract or cancel the Solicitation. Thereafter, the provision on Examination of Documents, V)C), applies to release of bid data.

F) Vendor Information Form and Certifications

1) **Vendor Information Form:** The Vendor must complete and file responses to questions posed in the attached Vendor Information Form and demonstrate to the satisfaction of the Town that it has the capability to perform the Contract.

2) **Certifications:** The Vendor shall certify, through execution of the Certification portion of the Vendor Information Form, that the following statements are true and not misleading:

   a) That its Bid is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting an Bid for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud;

   b) That it is not currently debarred by the Commonwealth of Virginia or the Town from submitting Bids on contracts for the Goods, Services, Construction or Insurance that is the subject of this solicitation, nor is the Vendor an agent of any person or entity that is currently so debarred.

c) That it has not Bided or 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

d) That to the best of its knowledge no Town official or employee having official responsibility for this Solicitation or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information required above may result in suspension or debarment of the Vendor, rescission of the Contract, or reduction in payment under the terms of the Contract of the value of such benefit.

e) That it has submitted a single Bid. For purposes of this provision, the term "Vendor" includes all departments and divisions of a Business and all its Affiliates.

f) That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the Town awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

3) **Duty to supplement:** If the Vendor becomes aware of any information which makes any part of the Vendor Information Form or Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading,, the Vendor will immediately bring that information to the attention of the Town Manager's designee.

G) Compliance with Directions

The Vendor shall comply with all procedural instructions that may be issued by the Town.

II) EVALUATION OF BID

A) Net Prices and Delivery Terms; Tax Exemption and Responsibility

1) **Net prices:** Prices for Goods, unless otherwise specified, must be net, F.O.B. and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the Town of Culpeper, Virginia, unless otherwise

specified in this Solicitation, and subject only to any discount for prompt payment that may be provided by Vendor. Extra charges not made a part of the Bid price will not be allowed.

2) **Default delivery schedule:** Unless otherwise specified on the Bid Submission Form or in the Specifications, delivery is to be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday except on Town holidays and days when inclement weather shuts the Town government. Delivery and invoicing must be received within 30 working days of receipt of purchase order.

3) **Prices to remain firm:** If a Contract is awarded, the prices Bided by the successful Vendor shall remain firm for the period of the Contract.

4) **Tax exemption:** The Town is exempt from state and federal taxes. The Town will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Vendor. The Town will not indemnify the Vendor against any tax charges. Any tax assessed against the Vendor as a result of the contract resulting from this Solicitation is the responsibility of the Contractor. However, when under established trade practice any Federal excise tax is included in the list price, the Vendor may quote the list price and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Town.

B) Required Elements of Bid Package

To be considered, the Bid must contain the completed Bid Solicitation Form or Proposal (as appropriate to the form of the Solicitation), any bid bond required, the Vendor Information Form with Acknowledgement of Receipt of Addenda Form, and any other documents, samples, or information required by the terms of the Solicitation. Incomplete Bids will be rejected as non-responsive unless the omitted material constitutes an Informality. Any Vendor which submits an Bid agrees that such Bid becomes the property of the Town and all costs incurred for its preparation are the responsibility of the Vendor.

1) **Completed Solicitation forms:**

All information required by the Solicitation must be supplied before the Due Date and time for submission of Bids in order for a Bid to be considered complete and responsive. Bids cannot be modified after they are opened.

2) **Required permits, bonds and licenses:**

a) By submitting a Bid, Vendor represents that it has or can acquire all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property, as of the date of performance.

b) If this Solicitation is for Construction with a total cost of $100,000 or more or if the blank for bid bond is checked on the cover sheet of this Solicitation, the Vendor must provide a bid bond with its bid. If this Solicitation is for Construction with a total cost of $100,000 or more or if the blank(s) for performance and payment bonds are checked on the cover sheet of this Solicitation, the Vendor represents that it is able to obtain the required bond(s) before it begins performance under the Contract. If a Vendor fails to obtain a required performance or payment bond, the Town will reject the Vendor's bid and, if a Contract is awarded to the next-lowest Responsive and Responsible Bidder, the Town will call the bid bond of the Vendor who was unable to obtain the performance or payment bond. Bonding requirements are not waivable except by canceling the Solicitation and issuing a new one without the bond requirement.

3) **Acknowledgment of receipt of all addenda:**

The Vendor will complete and execute the Acknowledgment of Receipt of addenda form.

4) **Descriptive literature and specifications:**

a) Except where the Vendor intends to provide the Brand Names identified in the Solicitation or follow blueprints or similarly detailed specifications, the Vendor shall clearly and specifically identify the Goods, Services, Insurance or Construction being Bided and shall enclose complete and detailed descriptive literature and specifications with the Bid to enable the Town to determine if the Bid meets the requirements of the Solicitation. The Vendor is responsible for clearly and specifically indicating the Goods, Services, Insurance or Construction being Bided and for providing sufficient descriptive literature, samples, catalog cuts and/or technical detail to enable the Town to determine if the Bid meets the requirements of the solicitation. Only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring an Bid non-responsive.

b) Unless the Vendor clearly indicates in its Bid that the product Bided is an "equal" product, its Bid will be considered to Bid the brand name product referenced in the solicitation.

c) Unless otherwise expressly provided in the specifications, the name of a certain brand, make or manufacturer shall not restrict Vendors to the specific brand, make or manufacturer named but conveys the general style, type, character, and quality of the article desired. The Town Manager's designee for this Solicitation shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

C) Bid Form and Evaluation of Alternates

1) **Waiver of Informalities:** The Town reserves the right to waive any Informality in any Bid. However, Bids or amendments which are received after the date and time specified for the opening of Bids will be neither opened nor considered.

2) **One Bid received:** When only one Bid is received and it is from a Responsive and Responsible Bidder, the Invitation For Bid may be canceled or a Contract may be awarded to the low Bidder if the price bid is reasonable and in the best interest of the Town. When only one Bid is received for an item in an Estimated Bid Quantities or Requirements Solicitation, the Town will award a contract for that item if the price bid is reasonable and in the best interest of the Town; otherwise, the Town will not make an award of bid on that item.

3) **Tests and inspections:** The Town reserves the right to conduct any test or inspection it may deem advisable to ensure the proposed Goods or Services conform to the specifications of this Solicitation.

4) **Method of evaluating lowest bid:** Unless otherwise expressly stated in this Solicitation, the Town will determine the lowest Bid(s) on the following basis, depending on the type of Contract:

   a) For Firm Fixed Price Contracts, on the basis of the total cost of the base bid, without regard to any alternates. Alternates may be made part of the award to the lowest responsive and responsible bidder at the discretion of the Town to the extent of available funds.

   b) For Estimated Bid Quantities Contracts, on the basis of the total cost of all items measured by the Estimated Bid Quantities, without regard to any alternates. Alternates may be made part of the award to the lowest responsive and responsible bidder at the discretion of the Town to the extent of available funds.

   c) For Requirements Contracts, on the basis of the lowest bid for each item's unit cost, with a contract to be awarded to each Responsive and Responsible Vendor that submits the lowest bid on at least one item, as to those items for which the Vendor submitted the lowest bid.

   d) For Hourly Rate Contracts, on the basis of the hourly rate. No mark-up will be allowed on materials, which must be obtained at the most economical price consistent with the needed quality. Travel will be reimbursed at the rate provided for by IRS regulation.

D) Determining if Vendor is Responsible

1) **Award only to a "Responsible Vendor":** The Contract shall only be awarded to a Vendor that, through evidence submitted or information available to the Town, has

shown that it is has the capability, in all respects, to perform fully the contract requirements and has shown that it has the moral and business integrity and reliability that will assure good faith performance.

2) **Additional information:** The Vendor, if requested, must present within two business days, evidence satisfactory to the Town of the Vendor's ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate Insurance to comply with the terms of this Solicitation and any resulting Contract. The Town reserves the right to inspect the Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities.

3) **Vendor in default:** No Bid will be accepted from or Contract awarded to any Vendor that is in arrears, or is in default to the Town upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the Town, until all such debts are paid. A Vendor which previously defaulted on a Contract with the Town may be disqualified for a period of time, depending on the size of the defaulted Contract and the circumstances of the default.

4) **Process for determination with Competitive Sealed Bidding:** With any Invitation to Bid, the Town shall follow the process set forth in Virginia Code § 2.2-4359 before making a determination of nonresponsibility.

E) Exceptions to Terms of the Solicitation

Vendors are encouraged to use the question and comment process provided in paragraph I)D) of this Solicitation. A Vendor may take exception to the terms of the Solicitation by making the exceptions clear in writing attached to the Bid and suggesting alternatives that will meet the Town's needs as identified in the Solicitation. However, if the exceptions involve more than minor variations or if they negatively affect the price, quality, quantity or delivery schedule for the Goods, Services, or Construction being procured, then the Vendor's Bid will be rejected.

F) Bid Acceptance Period

Unless withdrawn under the terms of this provision or as otherwise provided in this Solicitation, the Vendor's Bid is binding upon the Vendor for at least ninety (90) calendar days following the Solicitation Due Date. This ninety calendar day acceptance period may be extended by mutual agreement of the Vendor and Town in writing signed by the Town Manager's designee and the Vendor's Contact Person as identified on the Vendor Information Form. Vendor further agrees and understands that (except to the extent of any bid bond and the requirement to indemnify the Town for costs incurred in protection of the Vendor's confidential information under V)C)3)) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is signed, executed and exchanged by and between the Vendor and the Town. Except where the

Town Manager is authorized to execute Contracts under Town Policy, no Contract with the Town can be executed or has any effect until the Town approves it by recorded affirmative vote.

G) Withdrawal of Bids

Withdrawal of Construction Contract Bids is strictly governed by Virginia Code § 2.2-4330, which is hereby adopted for all Town Procurement Contracts and incorporated mutatis mutandis herein. If a Bid may be lawfully withdrawn under said Section, notice of withdrawal must be provided in writing within two (2) business days after the Bid opening, pursuant to method (i) in § 2.2-4330A.

III) METHOD OF AWARD OF CONTRACT

A)) Award to Lowest Responsive and Responsible Bidder

The Town is not at liberty to change the terms of the bargain after the opening of Bids. Award will be to the lowest responsive and responsible Bidder unless multiple awards are made, in which case the award will be in accordance with the terms of this Specification. If available funds are less than the lowest bid from a Responsive and Responsible Bidder, then the Town may negotiate with the lowest Responsive and Responsible Bidder to obtain a price within available funds. The negotiations may vary the quantity, quality, type, delivery schedule, scope or extent of the Goods, Services, Insurance or Construction to be obtained, and/or the base term or extension term(s) of the Contract.

The Town expressly reserves the right to reject all bids if such action is deemed to be in its best interest. The reasons for such rejection shall be made part of the contract file. The Town will not reject all bids solely to avoid awarding a Contract to a particular Responsive and Responsible Bidder. The Town may reissue the Solicitation if doing so is in the public interest.

B) Award in Whole or in Part

Based on its evaluation of Bids as provided above, if the Town does not reject all Bids it will award a Contract for all or part of the Procurement to the Vendor or Vendors submitting the best Bid or Bids with respect to the items in question. A partial award will be made only where the subject of the Procurement permits division based on units, phase, or other elements separately priced in the Vendor submission.

C) Multiple Awards

Except with a Requirements Contract, a Contract for Non-Professional Services, or as expressly provided otherwise in the Specifications, the Town will award a single Contract.

IV) FORM OF CONTRACT AND RELATED DOCUMENTS

A) Use of Town Standard Form Contract

Unless otherwise specified in this Solicitation, use of the Town Standard Form Contract attached hereto is mandatory for Competitive Sealed Bidding. With Competitive Negotiation, the Town expects to use its Standard Form Contract with the Vendor(s) selected for award of Contracts. If a Vendor wishes to use a different form, it must submit that form together with its Bid. The terms of the Contract will then become a subject for negotiation.

B) Use of AIA and Similar Forms

If a Vendor wishes to use copyrighted forms, it shall provide the forms and indemnify the Town against any infringement by their use. All forms submitted for use are subject to amendment by the Town for consistency with the VPPA, Town Policy, and this Solicitation.

C) Differing Terms in Contractor-Supplied Forms

No term in a Vendor-supplied form may alter, contradict, or supersede the terms in this Solicitation and the resulting Contract.

V) MISCELLANEOUS

A) Authority of Agents

1) **Vendor's agent:** Each Bid, and any Contract, must be signed by a person authorized to bind the Vendor to a valid Contract with the Town. For a sole proprietorship, the principal may sign. The Town may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Contract void if it is in its best interest to do so.

2) **Town's agent:** The Town Manager has the final responsibility and full authority for issuance of invitations to bid, request for proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the Town of Culpeper. Where permitted by Town Policy, the Town Manager may execute Contracts in the name of the Town. The Town Manager may

delegate authority to Administrative staff by general assignment or by specific authorization in a Solicitation. No other Town officer or employee is authorized to add to, vary, or waive terms of the Solicitation, place purchase orders or issue notices to proceed, enter into purchase negotiations or contracts, or in any way obligate the Town for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The Town will not honor or ratify any void action of its employees or agents.

3) **Non-appropriation:**

   a) The authority of agents for the Town is limited by appropriations. In subsequent fiscal years, the Town may reduce or eliminate appropriations related to the procurement which is the subject of this Solicitation without liability to the Vendor or any third party.

   b) By issuing this Solicitation, the Town Manager represents that sufficient appropriations have been made to meet the estimated cost of the procurement in the current fiscal year.

B) Cooperative Procurement

The contractor may make this contract available for rider to any governmental entity within the Commonwealth of Virginia, at its discretion.

C) Examination of Documents

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

1) **Estimates:** Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

2) **Prior to award:** Any Vendor upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening/receipt of all Bids, but prior to award, unless the Town decides not to accept any of the Bids and to reissue the Solicitation. Otherwise, Bid records shall be open to public inspection only after award of the Contract or the decision neither to award the Contract nor to reissue the Solicitation. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

3) **Trade secrets:** Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act if the Vendor invokes the protection of this provision in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why

protection is necessary. By asserting such trade secret or proprietary information privilege, the Vendor agrees to indemnify the Town for any costs, including attorney's fees, incurred defending that Vendors' protected information in any action under the Virginia Freedom of Information Act.

4) **No requirement to state reasons for rejection:** Nothing contained in this Solicitation shall be construed to require the Town to furnish a statement of the reasons why a particular Bid was not deemed to be the most advantageous to the Town.

D) Definitions

Capitalized terms that are defined in the VPPA or Town Policy have the same meanings in this Solicitation as are given in that law or policy. Capitalized terms not defined in the VPPA or Town Policy but used in this Solicitation have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1) **Due Date:** The date stated on the cover page of this Solicitation for receipt and opening of the Bids.

2) **Estimated Bid Quantities:** In this type of contract, the Town estimates its needs in advance and the Vendor bids prices for each of these items. The Town does not guarantee buying its estimated quantities or any given quantity from the selected Vendor, and may purchase the items covered by the award through other Procurement transactions. For each shipment of Goods, the Town will issue a purchase order.

3) **Firm Fixed Price:** In this type of contract, the Vendor submits a flat price for the entire Procurement. This does not preclude additions or deletions on a unit price basis where provided for in the Solicitation.

4) **Hourly Rate:** In this type of contract, the Vendor submits a stated hourly rate for the work to be performed. The Bid may include reimbursement for incidental expenses, such as materials and travel, only if expressly provided for in the Solicitation.

5) **Non-Professional Services:** All services other than Professional Services.

6) **Bid:** Bid or proposal, as the case may be.

7) **On Call:** Services that a Vendor makes available at an Hourly Rate when needed by the Town. No particular amount of work is guaranteed. If the Specifications do not give minimum response times or similar measures of performance, then it is implied that recognized industry standards or the Vendor's published standards apply, whichever is more beneficial to the Town.

8) **Percentage:** In this type of contract, the Vendor is compensated with a percentage of the construction cost. The percentage is negotiated prior to any contract award.

9) **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.

10) **Requirements:** In this type of contract, the Vendor submits an Bid to supply the Town's needs for all Goods meeting the specifications. Except in an emergency, the Town will not obtain the specified Goods from a different source. For each shipment of Goods, the Town will issue a purchase order.

11) **Town:** The Town of Culpeper or its authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Town Manager or the Town Manager's designee may always act on behalf of the Town.

12) **Solicitation:** An Invitation to Bid or Request for Proposal, as the case may be.

13) **Town Manager's designee:** The person designated as having authority to bind the Town with regard to this Solicitation and identified as such on the cover sheet of this Solicitation or by addendum.

14) **Using Department:** The Town's Wastewater department. The initial Contract Administrator will be Jim Hoy.

15) **Vendor:** A Bidder or Bidor, as the case may be.

16) **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.

E) Nondiscrimination; Participation of Small, Women-Owned and Minority-Owned Business

1) **In general:** The Town does not discriminate against Vendors on the basis of race, religion, color, sex, national origin, age or disability, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Vendor believing that it or another Vendor has been discriminated against on that basis should immediately make the Town Manager's designee aware of the basis for that belief.

2) **Opt-out rights with faith-based organizations:** If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that contract objects to the religious character of the faith-based organization from which the individual receives or would receive the Goods, Services, or disbursements, the Town shall Bid the individual,

within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursement from an alternative provider.

3) **Facilitating disadvantaged businesses:** It is the policy of the Town to facilitate the participation of Small Businesses and Minority-Owned and Women-Owned Businesses in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Vendor will use its best efforts to carry out this policy and insure that Small Businesses and businesses owned by women and minorities have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for Small Businesses and businesses owned by women and minorities.

BID SUBMISSION FORM

Base Bid:

Item Number	Description	Unit	Quantity	Unit Price	Extended Price
1	Digester including Vacuum truck				
				TOTAL:	

Alternates:

Item Number	Description	Unit	Quantity	Unit Price	Unit Price x Quantity
1					
2					
				TOTAL:	

Delivery Schedule: As soon as possible

VENDOR INFORMATION FORM

NAME OF SOLICITATION: _____

SOLICITATION NO: _____

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION AND OWNERSHIP DISCLOSURE

COMPANY:

CONTACT PERSON:

TITLE:

ADDRESS:

TELEPHONE:

FORM OF BUSINESS: __ Corporation __ General Partnership
__ Sole Proprietor __ Other (specify): _____

Is Vendor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code? _____ Yes/No _____
If so, what is the Vendor's identification number issued by the SCC? _____
If not, state why the Vendor is not required to be so authorized: _____

_____

Check if applicable: ____ Minority-Owned Business
____ Small Business
____ Women-Owned Business

Note: The terms "Minority-Owned," "Small Business," and "Women-Owned Business" as used above are defined in Virginia Code § 2.2-4310. This information is requested in connection with the Town's program to facilitate the participation of Small Business and Businesses owned by women and minorities in procurement transactions.

Organized under the laws of the State of: _____

Principal place of business located at: _____

Following are the names and addresses of any persons having an ownership interest of 3% or more in the above named Business entity who are either related to or are an officer, employee or appointee of the Town or its governing body (attach more sheets if necessary):

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 further certify that the statements regarding debarment, ethics in public procurement, submission of a single bid, and understanding of the conditions contained in section I)F) of the Solicitation are true and not misleading as to the Vendor.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Town Manager's designee. I agree to abide by all conditions of this Solicitation and certify that I am authorized to sign for the Vendor.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____
Please Print

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I certify that I received the following Addenda to this Solicitation:

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____
Please Print