



**ELECTRICAL SERVICES FOR WTP  
INSTRUMENTATION AND CONTROLS**

**INVITATION FOR BID  
IFB# WT-2017-01**

Issue Date: December 28, 2017

Facility Tours: January 17 - 19, 2017,  
Appointments will be scheduled  
between 9 and noon –  
Appointments are **REQUIRED**

Nature Park Well Facility  
320 N Hatcher Ave.  
Purcellville, VA 20132

Facility Contact: Brian Lutten  
Water Plant Superintendent  
[blutten@purcellvilleva.gov](mailto:blutten@purcellvilleva.gov)  
540-338-2513

Procurement Contact & Questions: Kathy Elgin, CPPO  
Procurement Specialist  
[kelgin@purcellvilleva.gov](mailto:kelgin@purcellvilleva.gov)

Bid Delivery Address: Town of Purcellville  
Procurement Office  
221 S. Nursery Ave.  
Purcellville, VA 20134

IFB Due Date: February 7, 2017, 2:00 PM

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Electrical Controls Technical/Professional Services  
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**Invitation For Bid #WT-2017-01**

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1. **Scope of Work** - The Town of Purcellville is accepting competitive sealed bids for Electrical Services for the instrumentation and controls at the Town's Water Treatment Plant (WTP) located at 16153 Short Hill Road, Purcellville, VA 20132. Detailed requirements can be found in Section I of the Contract beginning on page 4 herein.
2. **Site Tour** – Bidders are encouraged to take advantage of the appointments being allowed to visit the water treatment plant facilities. To schedule your appointment, contact Brian Lutten via email or the phone number listed on the cover page of this solicitation. Note – Only pre-arranged tours will be allowed. The dates for these tours are 1/17/17, 1/18/17 and 1/19/17 beginning no earlier than 9AM and ending by Noon.
3. **Contact for Comments Concerning Specifications:** The Principal Procurement Contact for this solicitation is the Town's Procurement Specialist. Her contact information is on the cover page of this solicitation.

All questions concerning the specifications, requirements or other provisions of this IFB should be directed in writing not later than five (5) business days prior to the bid due date to Kathy Elgin, who alone is empowered to clarify such inquiries. All questions will be answered via written addenda which will be posted on the Town's website at [www.purcellvilleva.gov/bids.aspx](http://www.purcellvilleva.gov/bids.aspx).

4. **ADA reasonable accommodation clause** – If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Budget/Procurement Specialist at (540) 751-2351 at least 5 days prior to the bid due **date**.
5. **Submittal Instructions** - Place the following fully completed bid forms in a sealed, opaque envelope marked as follows:

“TOWN OF PURCELLVILLE, ELECTRICAL CONTROLS”

- Bid Pricing Page
- Bid Identification and References form with full references completed
- Bid Submission Certifications form – all sections initialed by the authorized signatory
- State Corporation Commission Identification Number or Statement as required
- Trade Secrets or Proprietary Information form

Sealed bids must be received by the **BID DUE DATE** by the **BID DELIVERY ADDRESSEE** shown on the cover page of this solicitation, or as revised via subsequent addenda, if applicable.

Only bids placed on and including all of the mandatory official bid forms will be considered responsive. All bid forms are located in the appendix herein.

It is the sole responsibility of the firm or individual to submit a bid on time. Participants are strongly advised to submit their bids well in advance of the submission deadline. The time of submission shall be solely based on the decision and determination of the Town employee who receives the bid and that decision shall be final. All Bids received late will not be considered

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and shall be discarded by the Town. No facsimile, email or other digitally transmitted bids shall be considered.

All bids and submitted forms and materials become the sole property of the Town of Purcellville and will not be returned. All costs associated with participation in this solicitation process and IFB shall be the sole responsibility of the participating firms or individuals.

6. **Late Bids** – Bids received after the submission deadline will be returned unopened, provided a return address is visible.
7. **Authority to Bind Firm in Contract** - An official authorized to bind the offeror shall sign each Bid. Bids must be firm for the one-hundred and twenty (120) days immediately following the date of submission of the sealed bid. At the end of the 120-day period, the bid may be withdrawn at the written request of the offeror. If the bid is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.
8. **Anti-collusion Statement** - The signer of the bid must declare that all persons, companies or parties interested in the contract as principals are named therein; that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the bid has authority to contractually bind the offeror (See IFB Submission Form).
9. **Disclosure: Trade Secretes and Proprietary Information** – In compliance with the Virginia Public Procurement Act (the “VPPA”), all bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.
10. **References** - The Town will only consider bids from firms or individuals that have demonstrated excellent performance in at least three current contracts involving the construction of buildings comparable in size and nature of that specified herein. All firms or individuals submitting a bid must provide three (3) current business references with full contact information.
11. **Firm Listing and Retention** - The Town shall retain a list of all firms and individuals that submit a bid. During the duration of the Contract, if the current firm is terminated by the Town, the Town reserves the right to award the remaining duration of the Contract to the firm that submitted the next lowest, responsive bid and so on, with the mutual consent of the firm and Town.
12. **Acceptance or Rejection of Bids** – The Town reserves the right to accept or reject any or all Bids in whole or in part and to waive minor informalities in the process of reviewing and awarding this contract.
13. **Competition intended** – It is the Town’s intent that this Invitation for Bid permit competition.

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It shall be the offeror's responsibility to advise the Budget/Procurement Specialist in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. The Budget/Procurement Specialist must receive such notification not later than (5) days prior to the date set for bids to be received.

14. **Costs incurred in responding** – This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
15. **Withdrawal of Bids** - Bids may be withdrawn only upon written request of the bidder sent to the procurement contact prior to the day and time of acceptance for bids.
16. **Ethics in Public Contracting** – The Offeror agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Code Section 2.2-4367 thru 2.2-4377, as amended, of the VPPA.
17. **Contract Award** – The resulting contract will be issued to the responsive, responsible bidder offering the lowest total cost of goods or services.
18. **Commencement of Contract** - The following information, certificates and bonds must be provided to the Town prior to the commencement of the Contract:
  - A Certificate of Insurance in full compliance with the Insurance Requirements of the Contract shall be provided to the Town within seven (7) calendar days of the award of the Contract.
  - Evidence of proper licensing in compliance with the License Requirements of the Contract shall be provided to the Town within seven (7) calendar says of the award of the Contract.

No Work shall begin under the Contract be made until all provisions of this section has been fully complied with by the successful Contractor.

19. **Disposition of Bids** – All materials submitted in response to this IFB will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 9. “Disclosure: Trade Secrets and Proprietary Information”.

**CONTRACT**

- I. SCOPE OF WORK: The purpose of this Electrical Controls contract is to provide the Water Treatment Plant with the materials, supplies, labor and equipment necessary to ensure that their instrumentation is fully functional and remains in good working order.

At the direction of the Water Plant Superintendent, the CONTRACTOR shall provide all equipment, labor and services for the purpose of testing, repair and maintenance of water department electronic controls and related equipment at the Town of Purcellville's Water Treatment. Specifically, the contractor shall:

- A. Install, repair, and troubleshoot water/wastewater electric pumps and well level control systems- three phase and smaller.
- B. Install, repair, and troubleshoot electrical control circuits for electric and pneumatic type controllers.
- C. Set and calibrate valve and valve controller limit switches on electric and pneumatic type valves and/or valve actuators.
- D. Wire, repair, and troubleshoot electric air blower systems.
- E. Install, repair, and troubleshoot 4-20ma, or 1-5v, control circuits and loops, Program Logic Controllers (PLC's), and Remote Terminal Units (RTU's).
- F. Install, repair, calibrate, and troubleshoot fluid flow metering and control systems, pressure differential meters, converter modules, and related electronic switches.
- G. Install, repair, and troubleshoot electric control panels, boxes and solenoid valves.
- H. Install, repair, calibrate, and troubleshoot tank level transmitters and telemetry systems, loss-of-head transmitters, well level probes.
- I. Repair, install, calibrate, and troubleshoot electronic water quality monitoring instrumentation, in-line pH meters, and turbidimeters.
- J. Install, repair/replace, and troubleshoot surge arrestors and analog input/output signal cards.

- II. PARTIES – The parties to the Contract are the Town and the Contractor. At all times during the Contract the Contractor shall be deemed an independent Contractor and not an employee of the Town.

- III. INCORPORATION BY REFERENCE: All provisions, conditions and requirements of the Invitation For Bid dated December 28, 2016 and all bid forms and certifications of the successful Contractor are incorporated by reference into the provisions, conditions and requirements of this Contract.

- IV. CONTRACT TERM

- A. The initial contract is for a unit price contract for one year from March 1, 2017 until February 28, 2018. Upon mutual consent of both parties, this contract can be renewed for four (4) additional one-year terms. Consummation of a contractual agreement is contingent upon a contract acceptable to the Town, copy of which is attached.

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- V. CONTRACT PRICE, BILLING AND PAYMENT - Payment will be made within 30 days of receipt of properly authorized invoice. Invoices are to be mailed in duplicate to: Town of Purcellville, 221 S Nursery Ave., Purcellville, VA 20132 Attention: Brian Lutten. Payment terms are net 30 days unless otherwise agreed upon in writing. The Contractor shall invoice the Town for services rendered as required by the Contract at rates shown on the BID FORM.

The Contractor shall submit one invoice at the end of the month for all services rendered during the previous monthly period. The invoice must itemize the services rendered at each facility and the cost for each. Payment terms are net thirty (30) days with no penalty payable by the Town for any late payment.

If the Town chooses to renew this Contract for a successive annual period, the hourly rates *may* escalate by 1.5% (one point five percent) on the first day of the new term at the sole discretion of the Town. The Contractor must provide detailed written evidence of increased costs to support the 1.5% increase within thirty (30) days prior to the expiration of the current term.

- VI. SUBCONTRACTORS - No subcontractors shall be permitted under this Contract without the express written permission of the Town. The Contractor must provide a written request to the Town at least ten (10) days in advance of any work under the Contract by the subcontractor. Such a written request must identify the subcontractor, explain exactly what services the subcontractor will perform and the reason the Contractor is not performing these services, and guarantee that the subcontractor will comply with all the provisions, conditions and requirements of this Contract. The Town, at its sole discretion, will evaluate the request and if the subcontractor request is accepted, the Town will send a written notice to the Contractor. Any accepted subcontractor may perform only those services specifically permitted by the Town as noted in the written notice. Use of a subcontractor does not relieve the Contractor from complying with all provisions, conditions and requirements of the Contract and the Contractor remains solely responsible for such compliance.

- VII. SAFETY REQUIREMENTS - All contractors and subcontractors performing services for the Town of Purcellville are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

- VIII. INSURANCE REQUIREMENTS - Insurance Requirements

A. At all times during the term of this Agreement, the Contractor will maintain a general liability policy with not less than \$2,000,000 combined single limits per occurrence with excess general liability (umbrella) coverage with a combined

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- minimum limit of \$3,000,000. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Contractor's general liability and excess liability policies must be endorsed to name the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary and without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Contractor's insurance company. A notation of additional insured status on the Certificate of Insurance is not sufficient. Prior to the commencement of work under the Agreement, the Contractor shall provide the Town with a Certificate of Insurance and all insurance endorsements evidencing compliance with all insurance requirements in this paragraph.
- B. At all times during the term of the Agreement, the Contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor will also carry employers liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a Certificate of Insurance evidencing compliance with all insurance requirements under this paragraph.
- C. At all times during the term of this Agreement, the Contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written only with a symbol "1" or "any auto." The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Purcellville must be endorsed as an additional insured on the Contractor's automobile liability policy. The endorsement must be issued by the Contractor's insurance company. A notation on the Certificate of Insurance is insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- D. At all times during the term of the Agreement, the Contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted and may be grounds for termination of the Agreement. If the

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- Contractor has professional liability insurance on a claims made basis, the Contractor shall agree that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this Agreement. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. The Town of Purcellville must be listed as an additional insured on the policy by endorsement. The endorsement must be issued by the Contractor's insurance company. A notation on the Certificate of Insurance is insufficient. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- E. All coverages required herein are to be evidenced by a Certificate of Insurance issued by the Contractor's insurer or insurance agent. The Town's additional insured status must be by endorsement to the Contractor's insurance. A copy of the Certificate of Insurance and all required additional insured endorsements must be provided to the Town. The endorsement(s) naming the Town as an additional insured must remain in force during the entire term of the Agreement.
- F. The insurance provided in the endorsements naming the Town as an additional insured required herein shall be primary without contribution from any such other insurance provided or available to the Town.
- G. Waiver of subrogation required. The Contractor's insurer shall waive rights of subrogation against the Town and its officers, officials, employees, agents, assigns and volunteers under the Contractor's general liability, automobile liability, professional liability and workers' compensation policies. The waiver of subrogation must be specified and properly indicated on the Certificate of Insurance.
- H. The Contractor's insurer or insurance agent must provide thirty (30) days' notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following three methods:
1. A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
  2. A separate endorsement specifying the notice required, or
  3. A copy of a policy provision regarding such notice.
- I. The Contractor and any Sub-Contractor will not commence any work under the Agreement until the Town has received all required Certificates of Insurance and endorsements.
- J. Failure to maintain all required insurance, endorsements and Certificates of Insurance constitutes grounds for immediate termination of the Agreement by the

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- Town or cessation of all activities by the Contractor until all insurance requirements are met; at the sole discretion of the Town.
- K. The Contractor shall require the same insurance coverage from its Sub-Contractors as the Town requires of the Contractor under this Agreement. Compliance by the Contractor and any of its Sub-Contractors with the insurance requirements under this Agreement shall not relieve the Contractor or any Sub-Contractors of their liabilities and obligations under this Agreement.
- L. Nothing contained herein shall be construed to create a contractual relationship between the Town and any Sub-Contractor of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's Sub-Contractors, and the employees of any Sub-Contractor.
- M. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Contractor at the time of Proposal submission.
- N. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- IX. INDEMNIFICATION AND HOLD HARMLESS: The Contractor agrees to indemnify, defend and hold harmless the Town including its Council members, officers, agents, employees, volunteers, agents, Contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature, whether at law or in equity, including attorneys' fees arising or resulting from or in any way connected with the performance of the services by the Contractor, its employees or its agents, assigns or subcontractors under the Contract. The Contractor specifically agrees that it shall at its sole cost and expense, and upon demand of the Town, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the Town, its Council members, officers, agents, employees, volunteers, agents, Contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature brought against the Town, its officers, agents, employees and volunteers arising or resulting from or in any way connected with the Contract and the action, actions, or inaction of the Contractor, any subcontractor or third party. The attorney(s) selected to defend the Town shall be subject to approval by the Town.
- X. APPLICABLE LAW AND SEVERABILITY: This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation or action thereto shall be brought in the Courts of Loudoun County. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not

affect any other provisions of this Contract, but the Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**XI. LICENSE REQUIREMENT**

A. All firms doing business for the Town of Purcellville are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Purcellville, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Director of Finance, telephone (540) 751-2315. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid.

B. The contractor shall possess at least a Certified Control System Technician – Level I (CCST-I) certification.

**XII. COMPLIANCE WITH IMMIGRATION LAW:** The Contractor certifies that it does not, and during the performance of this Contract shall not, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**XIII. EMPLOYMENT DISCRIMINATION PROHIBITED** – Offeror agrees that it will adhere to the non-discrimination requirements set forth in Virginia Code Section 2.2-4311 of the Virginia Public Procurement Act and repeated below, which will be incorporated into any contract awarded. All public bodies shall include in every contract of over \$10,000 the provisions in A and B herein:

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

- i. The contractor 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 reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. 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.
  - iii. 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 the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

XIV. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR;  
REQUIRED CONTRACT PROVISIONS. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

XV. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES  
AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:

- A. All public bodies shall include in every written contract a provision that a Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

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- D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- XVI. FAITH-BASED ORGANIZATIONS - The Town of Purcellville does not discriminate against Faith-Based organizations.
- XVII. PURCHASE ORDERS - A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Budget/Procurement Specialist.
- XVIII. NON-ASSIGNMENT OF CONTRACT – The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Town, such permission not to be unreasonably withheld.
- XIX. FEDERAL IMMIGRATION AND CONTROL ACT OF 1986 - The Contractor does not and, during the term of the Contract, shall not knowingly employ unauthorized alien(s) as defined in the Federal Immigration and Control Act of 1986, as amended, and the resulting Contract shall contain a certification to that effect.
- XX. TERMINATION –The contract may be terminated by the Town of Purcellville upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town of Purcellville until said work or services are completed and accepted.
- A. Termination for Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice.
- B. Termination for Cause – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be paid for services performed through the Termination Date.

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XXI. EXECUTION - IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed two copies of this Agreement. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR.

TOWN OF PURCELLVILLE  
130 E. Main St.  
Purcellville, VA 20132

CONTRACTOR

By \_\_\_\_\_  
Town Manager

By \_\_\_\_\_  
President

Date \_\_\_\_\_

Date \_\_\_\_\_

[CORPORATE SEAL]

Address for giving notices:

130 E. Main St.  
Purcellville, VA 20132

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

Resolution authorizing execution  
of Agreement is attached hereto.

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If CONTRACTOR is a corporation  
attach evidence of authority to sign.)

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**FOR THE TOWN OF PURCELLVILLE:**

Robert W. Lohr, Jr., Town Manager

Date

**FOR (CONTRACTOR):**

(Contractor)

Date

**County of Loudoun  
Commonwealth of Virginia**

The foregoing Janitorial Services Contract was acknowledged before me on behalf of,  
(Contractor)

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

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

Notary Registration #: \_\_\_\_\_

STAMP OR SEAL:

**County of Loudoun  
Commonwealth of Virginia**

The foregoing Janitorial Services Contract was acknowledged before me on behalf of the Town  
of Purcellville by Robert W. Lohr, Jr., Town Manager, this \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

\_\_\_\_\_  
Notary Public

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

Notary Registration #: \_\_\_\_\_

STAMP OR SEAL:

**APPENDICES**

**MANDATORY BID FORMS AND  
CERTIFICATIONS**

Invitation For Bid #WT-2017-01  
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**BID FORMS**

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**BID PRICING**

Pursuant to the Invitation for Bid #WT-2017-01 for Electrical Controls Technical/Professional Services, the bid below is to provide all materials, labor, supplies and equipment necessary to provide the work described.

ESTIMATED QUANTITY	LABOR CLASSIFICATION	RATE	EXTENDED PRICE
120 hours	Technician	<input type="text"/>	<input type="text"/>
	Assistant Technician	<input type="text"/>	<input type="text"/>
12 trips	Travel	<input type="text"/>	<input type="text"/>
<b>TOTAL</b>			<input style="border: 2px solid black;" type="text"/>

\*Parts will be billed to the Town at contractors cost.

**TAX EXEMPTION:** Vendors shall not include local, state or federal taxes in the bid. The Town is tax exempt. A certificate of tax exemption will be furnished upon request.

**EXECUTION -** To be signed only by the individual(s) with authority to execute Contracts and submit binding bids on behalf of the submitting firm or individual.

Name of Firm:

Name of Signatory:

Title:

Signature:  Date:

All bids shall be valid for minimum period of one hundred-twenty (120) calendar days from the IFB due date.

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Electrical Controls Technical/Professional Services  
**BID FORMS**

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**BID IDENTIFICATION AND REFERENCES**

FIRM NAME:

ADDRESS:

CITY:  STATE:

ZIPCODE:  EMAIL:

TELEPHONE NUMBER(S):

**REFERENCES**

Please list three **CURRENT** references who can attest to the **quality** and **professionalism** of the **janitorial services currently provided by your firm.**

1. Firm/Client name:

Contact Name:

Telephone: Email:

2. Firm/Client name:

Contact Name:

Telephone: Email

3. Firm/Client name:

Contact Name:

Telephone: Email

**BID SUBMISSION CERTIFICATIONS**

Read and initial the following statements prior to submitting a bid. The failure to initial the following statements will result in the bid being deemed unresponsive and discarded. The individual executing the Bid Form is to initial each section below.

**Initial Below**

The firm or individual submitting the bid is thoroughly familiar with all the requirements of the IFB and the Janitorial Services Contract and certifies that they agree to, and are fully capable of, compliance with all provisions, conditions and requirements therein in full.

The firm or individual submitting the bid is properly licensed to conduct business within the Town of Purcellville and the Commonwealth of Virginia.

The firm or individual submitting the bid certifies that it does not, and during the performance of this Contract shall not, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

The firm or individual submitting the bid certifies that they are aware that all employees providing services under the Contract must submit to a combination criminal history and sex offender background check and also must be fidelity bonded.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

All bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement entered below describing why the bidder is not required to be so authorized.

Any bidder that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of the Town.

State Corporation Identification Number:

Enter Statement below if required:

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**TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the bidder must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the material submitted does not contain any trade secrets and/or proprietary information.
- Yes, the material submitted does contain trade secrets and/or proprietary information.

If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the bid documents containing such data and/or materials:

The proprietary or trade secret material submitted must be clearly identified by some distinct method such as highlighting or underlining within the body of the bid documents and must indicate only the specific words, paragraphs, pictures or figures that constitute trade secrets or proprietary information. The classification of an entire document, line item prices and/or the bid price as proprietary or trade secrets is not acceptable and will result in rejection of the bid as unresponsive.

State the reason(s) why protection is necessary:

If the data and/or materials to be protected are not identified above and within the body of the documents submitted and the reason(s) for the protection are not provided, the bidder will not have invoked the protection of Section 2.2-4342 (F) of the Code of Virginia, as amended. Accordingly, effective upon award of the Contract, all bid documents will be open and available for public inspection consistent with all applicable law.