

TOWN OF CLARKSVILLE
POST OFFICE BOX 1147 – 321 Virginia Avenue
Clarksville, VA 23927

RFP # 2016-001

TO: WATER STORAGE TANK MANAGEMENT FIRMS

RE: TOWN OF CLARKSVILLE
“MANAGEMENT OF WATER STORAGE TANKS”
RFP # 2016-001

DATE: January 12, 2016

The Town of Clarksville is soliciting proposals from qualified firms for the contract maintenance, rehabilitation, repair, and repainting of three water tanks in the Town water system.

Please submit an original and three copies of your proposal(s), in a sealed envelope marked “SEALED RFP – MANAGEMENT OF WATER STORAGE TANKS – RFP #2016-001” to:

TOWN OF CLARKSVILLE
Attn: MR. JEFF JONES – TOWN MANAGER
321 VIRGINIA AVENUE
POST OFFICE BOX 1147
CLARKSVILLE, VA. 23927

A mandatory pre-bid meeting will occur on February 2, 2016 at the Town Hall at 321 Virginia Avenue in Clarksville, VA. You must have a representative at this meeting to be able to submit a proposal. Sealed proposal(s) for this solicitation are due at the Town Hall of Clarksville no later than 2 P.M. (Eastern Time) on February 24, 2016.

SECTION I - OVERVIEW

1.1 PURPOSE

The purpose and intent of this Request for Proposal is to solicit sealed negotiable proposals from qualified firms for the contract maintenance, rehabilitation, repair, and repainting of water tanks in the system.

1.2 PROPOSED CALENDAR

RFP Issued	01/12/2016
Mandatory Pre-Bid Meeting	02/02/2016 at 11 A.M. Eastern Time
Proposals Due	02/24/2016 by 2 P.M. Eastern Time
Review, Evaluation, & Negotiation	02/25/2016 – 03/10/2016
Estimated Notification of Award	03/17/2016

1.3 REQUIRED SPECIFICATION TO THE REQUEST FOR PROPOSAL

This document and all appendices are considered part of the required specifications to RFP #2016-001.

The Town of Clarksville reserves the right to modify any part of the document at its discretion.

1.4 ADDENDA

Any “Addenda or Instructions to Offerors” issued by the Town of Clarksville prior to the closing date shall be addressed in any proposal submitted by an Offeror and will be included in any contract later awarded.

1.5 ADHERENCE TO LAW

All phases of this solicitation shall be in accordance with applicable state and federal laws, even where not expressly stated herein, including conditions imposed by funding sources. The bidder agrees to satisfy any such requirements.

SECTION 2 – BID SUBMISSION

2.1 SOLICITATION-SPECIFIC BID COMPONENTS

Each proposal submitted pursuant to this Request for Proposal (RFP) shall include at a minimum the following, as further established in this RFP. These instructions describe the format for bidding on this RFP. To provide the evaluation committee with a clear and complete bid

proposal, the bid proposal shall follow this outline. This information will be considered the minimum amount necessary for a complete sealed-bid proposal. Additionally, proposals that repeat the language of this RFP without further development will be considered nonresponsive. Offeror must include the following in their proposals:

- A. It's the responsibility of each prospective bidder interested in the proposal to inspect each of the tanks prior to the submission of their bid proposal. Proposals must submit name and qualifications of inspector prior to schedule of inspection. Inspection of tanks may be made by contacting **Director of Operations Richard Elliott 434-210-0915 at least seven days notice** shall be given prior to the requested date by the bidder's inspection representative.
- B. Each contractor is responsible for testing the current materials in place on each tank for hazardous content. All work must comply with OSHA Confined Space Entry, A.W.W.A., N.S.F., and other state and local regulatory standards. Proposals will be considered, and should be written to provide the contracted maintenance of any or all of the following tanks:
 - 1.) 300,000 Gallon Elevated Water Tank located at the intersection of Burlington Drive and Irongate Road, Clarksville, Va
 - 2.) 300,000 Gallon Elevated Water Tank located at 62 Commerce Drive Clarksville, VA
 - 3.) 200,000 Gallon Elevated Water Tank located at 102 Willow Drive Clarksville, VA
- C. Proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing professional service under this contract should be submitted. Principal involved should be listed along with the names and addresses of the individuals in charge for the administration of the terms and conditions of the contract. A list of all Utility Systems in which tank management programs have been implemented shall be included as references. In each system, the name of the system, number of tanks, system's contact, and a phone number shall be included.
- D. Proposal shall include the details of appropriate work and renovation plan for each tank. This shall include but not be limited to, the evaluation of the tank and any of its appurtenances, need for painting and condition of the foundation. When applicable, methods for handling and disposing of hazardous wastes shall be explained and the contractor will be responsible for the expensed incurred.
- E. Proposal shall describe the particular details on all structure or miscellaneous repairs necessary for each tank. This should include the need for steel replacement, steel parts, expansion joints, water level indicators, sway rods, manhole covers, and gaskets and any other components of the take or tower.
- F. Proposal shall also specify the frequency and degree of inspection and cleanout services the owner could expect under the terms of the management contract. Additionally, each perspective contractor should address the requirements to assume responsibility for all corrections and repairs the tank necessitated by acts of vandalism or through normal deterioration.

G. A detailed proposal shall also include the plans for the painting of the water tower. Details of the proposal should include surface preparation and specification of recommended coatings. All painting products and procedures shall meet or exceed the requirements of the American Water Works Association and the Steel Structures Painting Council as to surface preparation, coating material, and disinfection. All materials and repairs will be approved by the assessment engineer.

In addition, all aspects of OSHA, E.P.A., Department of Environment, Health, and Natural Resources will strictly be adhered to. Additionally, a method for determining the scheduling for future repainting should be addressed for all tanks. Any permits, approvals, etc., required by the D.E.H.N.R. will be the responsibility of the successful contractor. Copies of the permits along with engineering documents shall be given to the Department of Public Utilities prior to the start of any maintenance work.

H. Each proposal must include the location of the office that will service the management contract. Names and phone number of managers of the management program shall be listed.

I. Each proposal must include a detailed contractor's insurance certificate. This insurance certificate should detail all levels of insurance that may be required to accept a contractual obligation.

J. The specific time frame for each contract document shall be limited to a one (1) year time period. Within the contract document shall be a specified renewal clause which indicates procedures that officials may take into the cancellation or renewal of this document.

K. Each provider shall submit a formal document stating company policy on all safety procedures. Document procedures to include worker's protection, confined space, fall safety, and general safety procedures. The document shall indicate that the owner shall be held harmless from any lack of performance on the part of the Contractor that results in accidents or injuries as a result of this work.

L. Verification from the owner that the contractor visited the site will be required with the bid submittal.

M. A listing of personnel to be directly assigned to our account along with their responsibilities and their qualifications.

N. Each Offeror must certify in writing that cost figures submitted with its proposal will be firm for at least sixty (60) calendar days after the opening date. A written award to the successful Offeror, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party, and the successful Offeror shall execute a contract agreed upon by both the Offeror and the Town of Clarksville

O. All bids must be signed in order to be considered. If the bidder is a partnership or corporation, the bidder must show the title of the individual signing the bid, and if the

individual is not an officer of the partnership or corporation, the bidder must submit proof that the individual has the authority to bind the partnership or corporation.

2.2 MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will occur on February 2, 2016 at 11 A.M. Eastern Time at the Town Hall at 321 Virginia Avenue in Clarksville, VA. Anyone wishing to submit a proposal must attend this mandatory meeting.

2.3 ANTI-COLLUSION

Submission of this bid is the Offeror's express representation that during the preparation and submission of its proposal:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by the Town of Clarksville and the Clarksville Town Council has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

2.4.1 CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CLARKSVILLE TOWN COUNCIL AND THE TOWN OF CLARKSVILLE EMPLOYEES

To the extent that neither Offeror nor any of Offeror's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the Town of Clarksville or Town Council, Offeror shall reveal such relationships to the Town Manager and Town Council. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix I and submit the certification contemporaneously with the proposed contract.

2.5 BRAND NAMES

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number mentioned, it is for the sole purpose of establishing a grade or quality and the characteristics of goods that will be accepted. Since the Council does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal is added."

It will be assumed that the service fully complies with our specifications. The Town Officials are not responsible for locating or securing any information that is not included in the bid.

2.7 ERASURES

Bids having erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the bid. Prior to submission or opening, errors may be crossed out and corrections entered in ink and initialed in ink by the person signing the bid. No bid shall be altered or amended after the specified time for opening. Bids filled in with pencil will be rejected.

2.8 SUBMISSION INSTRUCTIONS

The bid proposal shall be submitted in a concise, typed and bound neatly manner. **An original, so marked, and (3) copies** signed by the Offeror's contractual binding authority must be ***received no later than February 24, 2016, at 2 P.M. Eastern Time.*** Emailed and/or faxed proposals **will not** be accepted. Sealed Bids will be publicly opened on February 24, at 2:01 P.M. Eastern Time. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

All proposals must be sealed and labeled (on the outside of the sealed container) to show the following:

- A. "SEALED RFP – MANAGEMENT OF WATER STORAGE TANKS – RFP #2016-001"
- B. Name of Offeror
- C. Address of Offeror
- D. Receipt and Closing Date

Sealed Proposals should be delivered by the required date and time to:

Attention: Mr. Jeff Jones
Town Manager
Town of Clarksville
P. O. Box 1147
321 Virginia Avenue
Clarksville, VA 23927

The Town of Clarksville will make no reimbursement for the cost of developing or presenting bid proposals in response to the Request for Proposal.

2.9 CLOSING DATE

To be considered, a proposal must arrive at the issuing office ***on or before February 24, 2016, at 2 P.M. Eastern Time.*** Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Offerors must submit a complete response to the Request for Proposal, using the format outlined. No other distribution of proposals will be made

by Offeror. Materials or information later submitted by an Offeror at Town of Clarksville request shall not be considered a violation of this paragraph.

2.10 INQUIRIES

All inquiries concerning clarification of this Request for Proposal must be made in writing no later than five (5) days prior to the closing date to Mr. Jeff Jones P. O. Box 1147, 321 Virginia Avenue, Clarksville, VA 23927, faxed to 434-374-9556, or emailed to clarksvillemanager@verizon.net. Inquiries that are pertinent to all solicited Offerors will be answered by addenda to all solicited Offerors. Offerors must acknowledge receipt of all amendments with their bids.

2.11 SUBMISSION OF A PROPOSAL INDICATES AGREEMENT TO TERMS OF REQUESTS FOR PROPOSAL

Submission of a proposal in response to this solicitation binds the offeror to all requirements set forth in the Requests for Proposal.

SECTION 3 – EVALUATION OF PROPOSALS

3.01 OPENING OF PROPOSALS

At the designated time and date, the Town Manager and the Clerk of the Town of Clarksville shall open and list the proposals for the record. The location of the public opening will be the Town Hall at 321 Virginia Avenue in Clarksville, VA. 23927. (Please see receptionists for room location). Responses received after the due date in the cover letter shall be returned unopened.

3.02 EVALUATION

During the evaluation phase, proposals are reviewed by the Review Committee in accordance with the evaluation criteria listed in “Selection,” Section 3.04, below.

3.03 ADDITIONAL INFORMATION MAY BE REQUIRED

Before a proposal is considered for award, the offeror may be requested by the Review Committee or the Town Council to provide additional information or clarification to a question or concern.

3.04 SELECTION

Unless canceled or rejected, a three person Review Committee will review the RFP proposals based on the below mentioned weighted criteria. The Review Committee will make a recommendation to the Town Council for final approval.

The Town Council and the Review Committee reserve the right to conduct competition negotiations with the top scoring finalists.

EVALUATION CRITERIA WITH WEIGHTED AVERAGES

- A. Ability to meet specifications as are defined in the RFP - 25%
- B. Experience and Qualifications of the organization and the staff assigned to our account to meet the requirements of the RFP. - 25%
- C. The Costs of the Proposal - 25 %
- D. Reference and Performance History of Bidder with Similar Proposals – 25%

SECTION 4 – AWARD

4.1 AWARD

The Clarksville Town Council shall award a contract by a proper vote and based on Town of Clarksville policy. The Town of Clarksville anticipates, but does not guarantee, that it will select an Offeror by March 17, 2016.

4.2 CONTRACT

The successful Offeror shall sign a contract that is mutually agreed upon by the Town of Clarksville and the Offeror. The proposal submitted by the successful offeror shall become an attachment to the contract or agreement signed by the Town of Clarksville and the selected firm. Price quotations and other time-dependent information contained in the proposals must be valid for a minimum of sixty (60) days from the closing date of this Request for Proposal.

4.3 CANCELLATION

The Town of Clarksville reserves the right not to award the entire bid should the proposed arrangements not be in the best interest of the Town of Clarksville.

4.4 BASIS FOR REJECTIONS AND AWARDS

The right is reserved to accept or reject any and all proposals or parts of proposals, to waive irregularities and technicalities, and to request rebids. The Town of Clarksville also reserves the right to award the contract on such material deemed to best serve its interest. The Town of Clarksville and Town Council further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the Town of Clarksville, unless otherwise specified. Award will be made by the Town Council to the bidder who best meets the evaluation criteria defined in section 3.04 and in conformance with the Town Ordinances of Clarksville and the Code of Virginia.

4.5 DEFAULT

As time will be of the essence for any orders placed as a result of this bid, the Town of Clarksville reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made in accordance with the timelines established in this Request for Proposal. In case of default of services ordered by the time specified, the Town of Clarksville may terminate the contract and, after due notice, may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.

4.6 DEBARRMENT

A contractor who is debarred will be disqualified from receiving invitations for bids or requests for proposals and from receiving awards of contracts. See Section 6.23, below.

SECTION 5 – TOWN OF CLARKSVILLE OBLIGATIONS

5.01 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal laws, the laws of the Commonwealth of Virginia, and its policies. The Town of Clarksville does not discriminate on the basis of sex, race, color, age, religion, disability, national origin or on any other basis prohibited by law in the provision of employment and services. The Town of Clarksville is an equal opportunity employer.

5.02 FAITH BASED ORGANIZATION

The Town of Clarksville does not discriminate against faith-based organizations.

5.03 ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Town Manager, no later than five (5) business days prior to the meeting by phone at (434) 374-8177, by mail to Mr. Jeff Jones P. O. Box 1147, 321 Virginia Avenue, Clarksville, VA 23927, or by email to clarksvillemanager@verizon.net.

SECTION 6 – TOWN OF CLARKVILLE GENERAL TERMS AND CONDITIONS

6.01 NO CONTACT

Any contact with any Town of Clarksville Council member or representative or employee, other than outlined in this Request for Proposal, is prohibited. Such unauthorized contact may disqualify an Offeror from this procurement.

6.05 ANTI-COLLUSION

During the preparation and submission of its proposal:

Offeror shall not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by the Town of Clarksville has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

6.06 NON-DISCRIMINATION

Employment discrimination by the Offeror shall be prohibited. (Section 2.2-4311, Code of Virginia)

During the performance of the services required by the contract which is the subject of this Request for Proposal:

Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such 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 the requirements of this section.

The Offeror will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Offeror.

6.07 DRUG-FREE WORKPLACE

During the performance of the contract, the Offeror agrees to:

- Provide a drug-free workplace for the Offeror's employees.
- 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 Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
- Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each Offeror.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to an Offeror, the employees of who 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.

6.08 UNAUTHORIZED ALIENS

The Offeror certifies that it does not, and shall not, during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.09 ADVERTISING

In the event a contract is awarded for the services included in this proposal, the successful offeror shall make no indications of such services to the Town of Clarksville in any way in product literature or advertising without the prior written approval of the Town Manager of Clarksville.

6.10 CANCELLATION

The Town of Clarksville shall have the right to terminate any resulting contract for failure of performance by the Offeror. Upon receipt of written notice by the Town of Clarksville of Offeror's failure to perform under the Contract, the Offeror shall have sixty (60) days to remedy such breach of performance or default. Should the Offeror fail to remedy or cure within the prescribed sixty (60) days, this Contract shall terminate.

6.11 INSURANCE

The successful Offeror(s) must furnish to the Town Manager evidence of the insurance required in paragraph 7.01.

The Offeror(s) also agrees to defend, save harmless, and indemnify the Town of Clarksville employees and Council from and against any and all claims for damages against the Town of Clarksville allegedly caused by its errors, omissions, or negligent acts in the performance of services, as set forth in Section 6.19, below.

6.12 ASSIGNMENT

Neither the Town of Clarksville nor the Offeror shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other party.

6.13 APPLICABLE LAW

The contract for services described herein shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws.

Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

6.14 LAWS AND REGULATIONS

Offeror's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, including all rules and regulations of all authorities having jurisdiction over the project, shall apply to the contract. They will be deemed to be included in the contract the same as though herein written out in full. Offeror must possess all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. If the Offeror is a corporation, Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

6.15 AUDITS

The Town of Clarksville shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronically or otherwise) relating or pertaining to any resulting contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors and sub Offerors. The Offeror shall maintain such books, and records, together with such supporting or underlying documents and materials, for the duration of the resulting contract and for at least three (3) years following the completion of the resulting contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials, shall be made available upon request to the Town of Clarksville through its employees, agents, representatives, Offerors or other designees, during normal business hours at the Offeror's office or place of business in Clarksville, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Mecklenburg County, Virginia, which is convenient for The Town of Clarksville. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers or obligations relating to audit, which the Town of Clarksville have by State, Town of Clarksville, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

6.16 HOLD HARMLESS – INDEMNIFICATION

It is understood and agreed that Offeror hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Offeror, or its subofferors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Offeror agrees to indemnify and hold harmless the Town of Clarksville and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by Town Council or the Town Manager, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against the Town of Clarksville, or its agents, volunteers, servants, employees or officials.

6.17 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and of the highest grade of workmanship.

6.18 COPYRIGHTS OR PATENT RIGHTS

The bidder certifies by submission of this bid that there has been no violation of the copyrights or patent rights in manufacturing, marketing, or selling of the product or services offered as a result of this bid. The successful offeror shall, at his own expense, defend any and all actions or suits charging such infringement and will save the Council, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by such a violation.

6.19 DEBARMENT

A contractor may be debarred from contracting with the Town of Clarksville for at least the following reasons:

- A. default on quotations;
- B. fraud;
- C. violation of anti-trust laws;
- D. unsatisfactory performance for a public bid;
- E. failure to perform;
- F. violations of the Virginia Public Procurement Act; or
- G. Debarment by the Commonwealth of Virginia or any of its agencies.

The purchasing agent shall determine if a contractor is debarred and the length of debarment. The purchasing agent will notify the contractor in writing of his determination and such

determination may be contested in accordance with Town of Clarksville policy and applicable law.

SECTION 7 – SOLICITATION SPECIFIC TERMS AND CONDITIONS

7.01 INSURANCE

The contractor and any subcontractors shall provide at all times during the initial and all subsequent terms of the contract term the following insurance coverages:

- A. Worker's Compensation Insurance, Statutory Benefits and Employer's Liability Insurance with limits of not less than \$500,000.00.
- B. Commercial General Liability Insurance with limits of not less than \$2,000,000.00 for bodily injury and \$2,000,000.00 for property damage per occurrence, including Contractual Liability coverage.
- C. The bidder shall furnish Town of Clarksville certificates of insurance within 5 working days after acceptance of a contract.
- D. The Town of Clarksville must have ten (10) days' notice of cancellation or change in insurance coverage and give its written approval for such cancellation or change.
- E. Comprehensive Public Liability and Property Damage Policies carried by the both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards:
- F. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations.
- G. The collapse of and/or any structural injury to any building, structure, or property on or adjacent to the premises caused by the Contractor's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- H. Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.
- I. Due to the cost and nature of the proposal, a signed document shall be required stating that the Contractor has not defaulted on bid, performance, or payment bonding in any state as this proposal is only a promissory statement of work to be done.
- J. The Contractor shall carry a minimum of Two Million Dollars (\$2,000,000) Pollution Liability Insurance which will be in effect for a minimum of 5 years following project completion.
- K. The Contractor shall carry a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance.
- L. The Contractor shall maintain automobile public liability insurance to protect him for any and all claims arising from the use of the following:
 - (1) Contractor's own automobile and trucks.
 - (2) Hired automobiles and trucks.
 - (3) Automobiles and trucks owned by subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off premises in amounts not less than the following:

Bodily injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident, and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION (\$1,000,000) for all damages arising out of injury to persons or destruction of property during the policy period.

Until the Project is completed and is accepted by the Owner, the contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurance portion of the project for the benefit of the Owner, the Prime Contractor, and subcontractors as their interest may appear.

7.03 NOTICES

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid.

All notices shall be addressed to the following individuals.

To: Town of Clarksville
Attention: Mr. Jeff Jones
P. O. Box 1147
321 Virginia Avenue
Clarksville, VA 23927
Fax: 434-374-9556

To Successful Offeror: Manager as defined in successful Offeror proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

APPENDIX I

**CERTIFICATION
OF
INTERESTS & RELATIONSHIPS WITH TOWN COUNCIL AND TOWN OF CLARKSVILLE
EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the Town of Clarksville.

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

- Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the Town Council or Town of Clarksville.

The following individuals currently maintain a *financial* relationship with Contractor:

Town of Clarksville Council / Employee's Name: _____

Position with the Town: _____

Nature of Relationship: _____

The following individuals currently maintain a *familial* relationship with Contractor:

Town of Clarksville Council/Employee's Name _____

Position with Town of Clarksville: _____

Nature of Relationship: _____

Contractor

Date

By: _____

Name: _____

Title: _____