

**REQUEST FOR PROPOSAL SUMMARY REPORT
AND AWARD RECOMMENDATION**

Date: December 11, 2018

Bid Number and Title: RFP 19-03 Project Manager, Vienna Police Department
Construction and Renovation

Proposals Due: October 17, 2018

Opened by: Gina Gilpin, Purchasing Agent

Witnessed by: Chief Morris

Total Responses Received: Thirteen (13)

Proposals were received from thirteen (13) firms for the subject RFP.

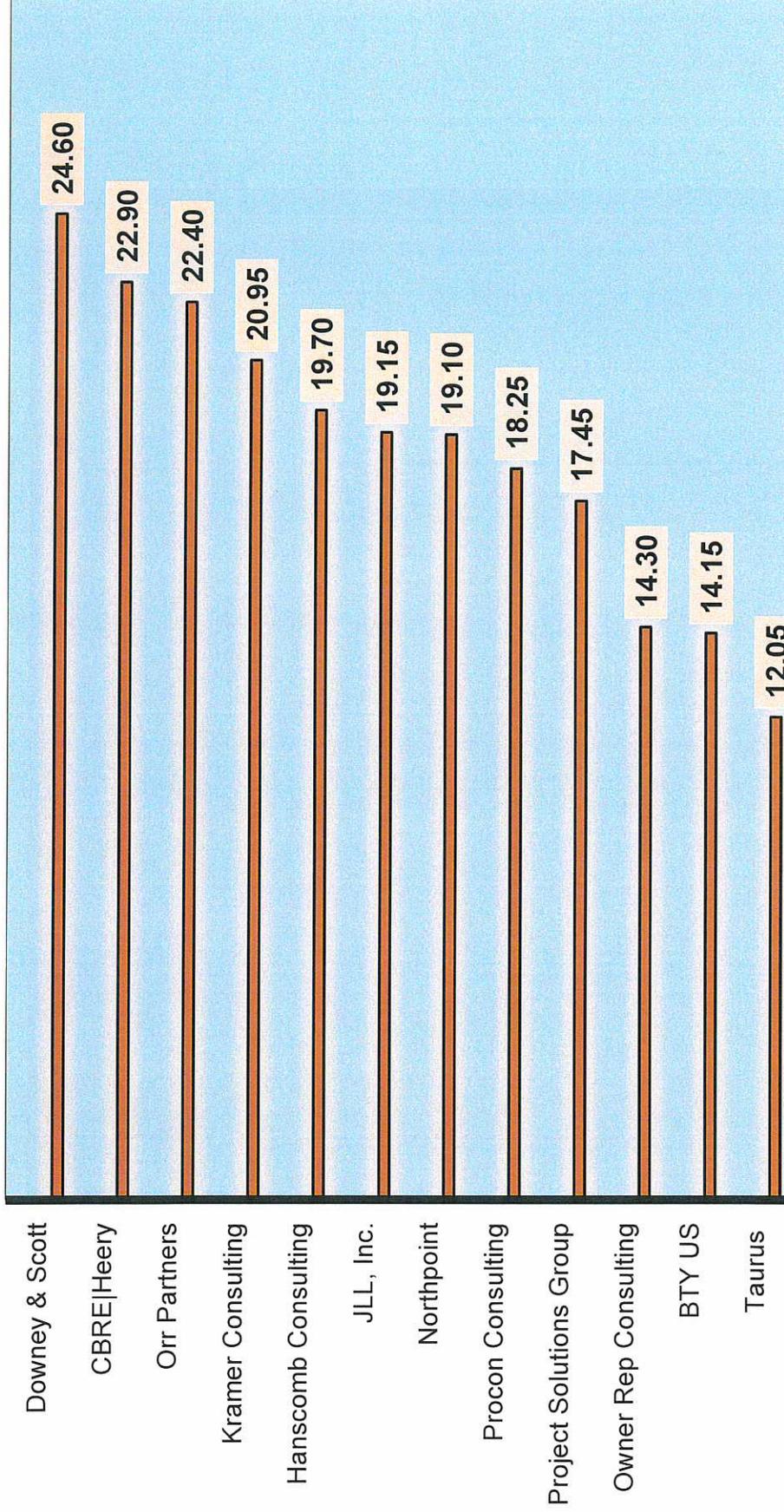
As a result of the initial evaluation from the three (3) Evaluation Committee members , the top three (3) firms were interviewed; Downey & Scott, CBRE | Heery, and Orr Partners.

After the interviews, Downey & Scott was the top ranked firm. The Fee Proposal submitted by Downey & Scott has been reviewed and accepted by the Finance Department and the Chief of Police.

The Award is recommended to be made, in an amount not to exceed \$ 303,763, to:

Downey & Scott, LLC
6799 Kennedy Road, Unit F
Warrenton, VA 20187

RANKING BY TOTAL SCORE



BID NUMBER: RFP 19-03		Procon Consulting		Taurus Renovation and Constr		Northpoint Project Mgmt Svcs		Owner Rep Consulting		Hanscomb Consulting			
OPENING DATE: 10/17/18		1005 N. Glebe Road, Ste 325		1341 H Street NE		8120 Woodmont Ave, Ste 410		177 Defense Highway, Ste 9		1800 Diagonal Road, Ste 330			
OPENED BY: Gina Gilpin		Arlington, VA 22201		Washington, DC 20002		Bethesda, MD 20814		Fairfax, VA 22031		Alexandria, VA 22314			
WITNESS: Chief Morris													
BID TITLE: Project Manager, Vienna Police Dept Construction & Renovation													
CRITERIA	WGT	A	B	C	TOTAL	A	B	C	TOTAL	A	B	C	TOTAL
1. Experience and qualifications of personnel assigned to perform the services	40.0%	2.40	2.40	2.40	7.20	2.40	1.20	0.80	4.40	2.00	2.00	3.60	7.60
2. Specific plan or methodology to be used to perform the services.	25.0%	1.25	1.75	1.25	4.25	1.25	0.50	0.75	2.50	1.75	1.75	2.25	5.75
3. References from other clients.	10.0%	0.60	0.60	0.50	1.70	0.50	0.20	0.30	1.00	0.20	0.40	0.60	1.20
4. Responsiveness and completeness of the proposal	10.0%	0.70	0.80	0.60	2.10	0.50	0.30	0.20	1.00	0.50	0.50	0.70	1.70
5. Cost of providing services.	15.0%	0.90	0.75	1.35	3.00	1.05	0.75	1.35	3.15	1.05	0.75	1.35	2.85
TOTAL	100.0%	5.85	6.30	6.10	18.25	5.70	2.95	3.40	12.05	5.50	5.40	8.20	19.10

BID NUMBER: RFP 19-03		Downey & Scott LLC		BTY US, LLC		David Orr Assoc (Orr Partners)		JLL, Inc.		CBRE/Heery			
OPENING DATE: 10/17/18		6799 Kennedy Road, Unit E		56 Millford Drive, Ste 404		11180 Sunrise Valley Dr., Ste 200		2020 K Street NW, Ste 1100		8201 Corporate Dr, Ste 850			
OPENED BY: Gina Gilpin		Warrenton, VA 20187		Hudson, OH 44240		Reston, VA 20191		Washington, DC 20006		Landover, MD 20785			
WITNESS: Chief Morris													
BID TITLE: Project Manager, Vienna Police Dept													
CRITERIA	WGT	A	B	C	TOTAL	A	B	C	TOTAL	A	B	C	TOTAL
1. Experience and qualifications of personnel assigned to perform the services	40.0%	3.60	3.60	3.60	10.80	2.40	2.40	0.80	5.60	3.60	3.20	2.80	9.60
2. Specific plan or methodology to be used to perform the services.	25.0%	2.00	1.75	2.25	6.00	1.25	1.00	0.50	2.75	2.25	2.00	2.00	6.25
3. References from other clients.	10.0%	0.70	0.60	0.90	2.20	0.60	0.30	0.30	1.20	0.80	0.60	0.60	2.00
4. Responsiveness and completeness of the proposal	10.0%	0.70	0.90	1.00	2.60	0.70	0.40	0.20	1.30	0.80	0.70	0.80	2.30
5. Cost of providing services.	15.0%	1.05	0.75	1.20	3.00	1.20	0.75	1.35	3.30	0.90	0.75	0.80	2.25
TOTAL	100.0%	8.05	7.60	8.95	24.60	6.15	4.85	3.15	14.15	8.35	7.25	6.80	22.40

THE TOWN OF VIENNA, VIRGINIA

BID NUMBER: RFP 19-03
OPENING DATE: 10/17/18
OPENED BY: Gina Gilpin
WITNESS: Chief Morris
BID TITLE: Project Manager, Vienna Police Dept

11

Project Solutions Group
 3725 Concorde Parkway, Ste 105
 Chantilly, VA 20151

12

Kramer Consulting
 2000 M Street NW, Ste 850
 Washington, DC 20036

CRITERIA	WGT	A	B	C	TOTAL	A	B	C	TOTAL
1. Experience and qualifications of personnel assigned to perform the services	40.0%	2.40	2.40	1.60	6.40	2.80	2.00	3.60	8.40
2. Specific plan or methodology to be used to perform the services.	25.0%	1.50	1.50	1.25	4.25	2.00	1.50	2.25	5.75
3. References from other clients	10.0%	0.70	0.60	0.50	1.80	0.60	0.40	0.80	1.80
4. Responsiveness and completeness of the proposal	10.0%	0.70	0.60	0.70	2.00	0.70	0.80	0.90	2.40
5. Cost of providing services.	15.0%	0.90	0.75	1.35	3.00	1.05	0.50	1.05	2.60
TOTAL	100.0%	6.20	5.85	5.40	17.45	7.15	5.20	8.60	20.95



6799 KENNEDY ROAD WARRENTON VIRGINIA 20187
 PHONE (540) 347-5001 FAX (540) 347-5021 METRO (888) 336-7355
 E MAIL billd@downeyscott.com

**CONSTRUCTION PROJECT MANAGEMENT SERVICES
 FEE PROPOSAL FOR RENOVATION AND CONSTRUCTION**

Revised 11/26/2018
 Town of Vienna
 Gina Gilpen, Purchasing Agent
 127 Center Street, South
 Vienna, Virginia 22180

Re: Fee Proposal and Letter of Engagement for Professional Services
 Project: **Town of Vienna Police Department facility**
 Location: **Town of Vienna, Virginia**

Dear Gina:

In strict accordance with your RFP 19-03, I am pleased to submit the following fees.

A. Fees:

Total Revised Fee	\$303,763
Broken down as follows:	

Pre- Construction Phase Dec 2018 thru Feb 2020

Personnel		Rate	Hours	Extension
Project Executive	Bill Downey	\$135.00	252	\$34,020
Project Manager	Lawrence Tressler	\$125.00	168	\$21,000
Commissioning Authority	Chris Hankins	\$125.00	60	\$7,500
Expenses/reimbursables				
Printing expenses - allowance	150 sheets	\$2.60 per sheet		\$390
Mileage / meetings	1260 miles	\$0.55		\$693
Pre Construction Fee proposed				\$63,603

Construction Phase Spring 2020 thru Summer 2021

Personnel		Rate	Hours	Extension
Project Executive	Bill Downey	\$135.00	180	\$24,300
Project Manager	Lawrence Tressler	\$125.00	1088	\$136,000
Commissioning Authority	Chris Hankins	\$125.00	540	\$67,500
Expenses/reimbursables				
Printing expenses - allowance	400 sheets	\$2.60 per sheet		\$1,040
Mileage / meetings	1920 miles	\$0.55		\$1,056
Construction Phase Fee proposed				\$229,896

Post Construction Phase Summer 2021 thru Dec 2021

To be Hourly Not to Exceed - only if necessary				
Personnel		Rate	Hours	Extension
Project Executive	Bill Downey	\$135.00	0	\$0
Project Manager	Lawrence Tressler	\$125.00	40	\$5,000
Commissioning Authority	Chris Hankins	\$125.00	40	\$5,000
Expenses/reimbursables				
Mileage / meetings	480 miles	\$0.55		\$264
Post Construction Fee proposed				\$10,264

Proposal Notes

We shall perform all services required as identified in the "RFP 19-03"

Please refer to resumes of proposed personnel for experience.

We include a team approach to the project and each team member will be active on this project.

We appreciate the opportunity to submit a proposal on your project. Please do not hesitate to call if you need further assistance.

Sincerely,

Downey & Scott, LLC



William G. Downey, CSI
Managing Principal
WGD/sm

Accepted by [authorized signature]

Date



6799 Kennedy Road, Unit F, Warrenton, VA 20187
ph 540-347-5001 fax 540-347-5021
www.downeyscott.com

EXHIBIT A SCOPE OF WORK RFP 19-03 PROJECT MANAGER – VIENNA POLICE DEPARTMENT RENOVATION AND CONSTRUCTION

SCOPE OF WORK

A. Project Pre-Construction & Design Phase

1. Attend design meetings as needed, but not less than 2 meetings per month.
2. Develop, update, and monitor a construction management plan. The management plan should be a control system that addresses and tracks project schedule, milestones, risks, project quality, and budget status.

B. Construction Phase

1. Schedule, conduct and document periodic project construction meetings with Design/Builder and other key parties.
2. Work and consult with the Town's design professional as needed throughout the project.
3. Prepare a list and schedule, based upon project contract documents, of required submittals, inspections, and testing and maintain logs of each.
4. Plan for, coordinate and ensure that all *owner-provided*, third-part construction testing and/or verification is performed as specified and is in compliance as specified in the project construction documents.
5. Verify that all *Design/Builder-provided* construction testing and/or verification is performed as specified and is in compliance as specified in the project construction documents.
6. Establish and maintain a CM presence on-site, as the Town's representative, in keeping with the needs of the construction management plan, to include:
 - a. Act as the eyes and ears of the Town on-site and vigilantly represent the Town's interest;
 - b. Monitor and inspect all construction materials, equipment, and supplies for compliance with the project construction contract documents;
 - c. Monitor and inspect the workmanship and installation for compliance with the project construction contract documents;
 - d. Identify any work or safety procedure not in compliance with the project contract documents and advice the Town, Design/Builder, and other parties as needed;
 - e. Submit to the Town, a weekly report summarizing significant activities and occurrences at the project site, including a running record of outstanding, unresolved issues and a running record of discrepancies/deficiencies.
 - f. Working with the Design/Builder, schedule, observe and document all on-site testing that is specified in the project contract documents;
 - g. Make recommendations to the Town which identify, alleviate, or correct issues, risks, and errors.
7. Keep and maintain detailed records for the project. Make records available to Town upon request. Records shall include, but not be limited to:
 - a. Project status reports (daily, weekly, or monthly as requested by the Town) in a format prescribed or approved by the Town;

- b. Logs (including digital photos) of construction/inspection activities, logs may also be required to include ongoing analysis of actual hours used, versus hours estimated on the CM's fee proposal;
- c. Project specific email and other written correspondence (*Note: Any correspondence related to Town of Vienna business may be subject to Virginia Freedom of Information Act (FIOA) requests*);
- d. Project file to incorporate all material and equipment information;
- e. Logs of owner-provided test and inspections/reports;
- f. Approved drawings and as-built mark-ups;
- g. Requests for information/clarifications with responses;
- h. General correspondence;
- i. Change order requests and subsequent responses;
- j. Any other such reports as may be required by best practices, the construction management plan for the specified project, or by the project contract documents for the specified project.

8. When project, site or other conditions warrant a change of project scope the CM shall (coordinating with the design professional, as required) expeditiously obtain, from the Design/Builder, a written Proposed Change Order (PCO) for said changes. Each PCO shall be complete with all necessary supporting documents as required by the Town. The CM shall expeditiously evaluate PCOs, ensure fairness, reasonableness, and compliance with the contract documents. The CM shall consult with the project design professional, as necessary, and advise the City on a course of action.

9. Expeditiously transmit all submittals, request for information (RFI), proposed change orders (PCO), change orders (CO), test results and clarifications to the Town all and appropriate parties.

C. Post-Construction Phase

- 1. Prepare a complete project checklist for all final close-out documents and activities as prescribed by the project contract documents.
- 2. Ensure coordination of post-coordination activities including testing and/or commissioning of all major components and systems.
- 3. Verify Project is ready for substantial completion inspections prior to actual inspection.
- 4. Coordinate and oversee punch-list and close-out activities of Design/Builder.
- 5. Ensure specific training occurs, per contract requirements, of Town staff in start-up and use of the new facilities and/or equipment; document all training and participants.
- 6. Ensure completed work is in compliance with the construction documents.
- 7. Where not directly the responsibility of the design professional, collect and verify all "as-built" drawings and any other material as required by the project construction documents for close-out purposes (warranties, guarantees, operating manuals, and spare parts).

D. Other Requirements:

- 1. Provide for all D&S staff transportation to and from project site;
- 2. Provide all D&S staff mobile phone, computers, printers/copiers, email, testing and sampling equipment, and cameras;
- 3. Have the ability, skills, and software necessary to open, view, save and print industry standard CAD applications;
- 4. Have the ability and skill to create, open, read, save, and print portable document format (pdf) files;
- 5. Have the ability and skill to open, create, modify, save and print documents in MS Word and Excel formats;

6. Have the ability and skill to compress/decompress (zip/unzip) as needed, transmit, and receive all of the above and any other project-related correspondence electronically (via email);
7. Have proficiency in utilizing the internet in conducting research; and
8. Have proficiency in using common email exchange applications and File Transfer Protocol (ftp).

E. Town's Responsibilities

1. The Town can provide an on-site office space containing desk, working table, chairs, file cabinets, if necessary.
2. The Town has contracted with a third party to provide A/E Support Services for this project.

F. Construction Manager Authority

The Construction Manager has no authority to and shall not:

1. Authorize deviations from the contract documents
2. Enter into areas of responsibility of the Contractor's superintendent
3. Issue directions regarding construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work

The Consultant shall commence work within fifteen (15) calendar days from the issuance of the Purchase Order.

The Consultant shall undertake and complete the work in a diligent and timely manner in accordance with a schedule to be mutually established by the Town's Project Manager and the Consultant.

SECTION 12. GENERAL TERMS AND CONDITIONS

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS'/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR. SUBJECT TO STATE, TOWN AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.

3 ENVELOPE IDENTIFICATION: The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.

4. LATE BIDS/PROPOSALS: LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.

5. QUOTATIONS TO BE F.O.B. DESTINATION: Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.

6. PRICING ERRORS: In case of an error in price extension, the firm fixed unit price shall govern.

7. BID/PROPOSAL ACCEPTANCE PERIOD: Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.

8. CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING: Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.

9. TAX EXEMPTION: The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.

10. USE OF BRAND NAME OR EQUAL: Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.

Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.

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

14. **DISPUTE RESOLUTION:** Any dispute under the awarded RFP shall be resolved in a court of competent jurisdiction in the County of Fairfax, Virginia, and the prevailing party in any legal action shall be entitled to recover its costs and reasonable attorney's fees.

15. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.

16. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.

17. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.

18. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

19. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.

20. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.

21. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor

to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

22. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.

23. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.

24. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna 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 the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.

25. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of twenty thousand dollars (\$20,000.00) or more.

The Purchasing Agent will award all contracts less than twenty-thousand dollars (\$20,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

26. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna

ATTN: ACCOUNTS PAYABLE

127 Center St., S.

Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

27. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

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

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.

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.

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 in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

28. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

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

29. CRIMINAL SANCTIONS: The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

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

31. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.

32. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.

33. DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

34. COOPERATIVE PROCUREMENT: As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.