

INVITATION FOR BID
25-09
LANDSCAPE MAINTENANCE

Town of Vienna
127 Center Street S
Vienna, VA 22180



RELEASE DATE: December 19, 2024

DEADLINE FOR QUESTIONS: January 8, 2025

RESPONSE DEADLINE: January 22, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/viennava>

Town of Vienna
INVITATION FOR BID
Landscape Maintenance

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Attachments:

A - Pricing Table

B - Landscape Maintenance Locations & Details of Work

1. Introduction

1.1. [Summary](#)

The Town seeks an experienced, dependable, qualified Contractor to perform landscape maintenance tasks throughout the Town of Vienna.

1.2. [Background](#)

Located in Northern Virginia and approximately 14 miles from Washington D.C., the Town of Vienna is an incorporated town within Fairfax County—adjacent to Tysons Corner (Northeast), Oakton and Fairfax City (Southwest), Merrifield/Mosaic District (Southeast) and Reston (Northwest). The Town is 4.4 square miles and home to approximately 16,473 residents.

Vienna is primarily a residential community with at least 71 percent of the land developed for residential purposes, excluding rights-of-way. The Town has approximately 3.5 million square feet of commercial and industrial space—60 percent is used for professional office space, 30 percent of the space is used for retail, and the remaining 10 percent is used for industrial purposes. Vienna is also home to a diverse business base serving independent retailers and even the nation’s largest credit union, Navy Federal Credit Union.

1.3. [Contact Information](#)

Jerry Amacker

Procurement Officer

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Vienna, VA 22180

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Phone: [\(703\) 255-6359](tel:(703)255-6359)

Department:

Parks & Recreation

Department Head:

Leslie Herman

Director

1.4. [Timeline](#)

Release Project Date	December 19, 2024
Question Submission Deadline	January 8, 2025, 2:00pm
Proposal Submission Deadline	January 22, 2025, 2:00pm

2. Posting Notice

All times listed in this IFB are Eastern Standard Time.

Bids shall be submitted electronically via the Town of Vienna's eProcurement Portal (OpenGov).

Sign up for **FREE** to become a registered vendor with the Town of Vienna and receive notifications of upcoming opportunities! To register your business as a vendor with the Town of Vienna, look for the green button that says "Subscribe" NOTE: if you subscribe to the Town of Vienna as a vendor, be sure to select your "category" codes for the type of product or services that you provide. If you don't designate a purchasing category, you will be notified about EVERY open bid/proposal opportunity the Town has that may not be related to the type of product or services that you provide.

Current solicitations can be viewed and downloaded here:

<https://procurement.opengov.com/portal/viennava>

The Town uses eVA and OpenGov for notification and distribution of solicitation documents.

To log in or to register your company (**for free**) so that you receive notifications of the Town's solicitations, go to the Town's eProcurement Portal On the registration form, enter the required information. Please remember to add your category codes for the type of work that you perform. Select all that apply or are similar in nature.

Solicitations also are advertised on the Commonwealth of Virginia's eVA Procurement Portal, where they may be downloaded and viewed in their entirety. **Do not attempt to submit a bid via eVA as we use eVA for advertising only.**

The Town of Vienna reserves the right to reject any and all bids or to accept the bid(s) which, in its judgment, will be for its best interest.

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS SUBSEQUENT TO THE DATE OF THE BID OPENING.

Any bid may be withdrawn PRIOR to the scheduled time for bid opening or authorized postponement thereof.

3. Qualifications

The Contractor shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom this type of work has been performed in the last three (3) years.

The Town of Vienna will consider, in determining the qualifications of a bidder, their record in performance of any contracts for the services into which they may have entered with the Town or with other public bodies or corporations; and, the Town of Vienna expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded their obligations to subcontractors, suppliers or employees.

The Town of Vienna will make an investigation as to the ability of the bidder to perform the work. The Town of Vienna reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

4. Contract Quantities and Award

The quantities listed are estimates only and are for the purpose of bid comparison. This is a unit price contract; however, the Town will make the award on the lump sum of the items to the lowest responsive and responsible Bidder. The second lowest responsive and responsible bidder may be named the secondary awardee. This awardee will be required to provide the product only in cases in which the primary contractor is unable to provide the product in accordance with contract requirements.

The Town reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

Actual Contract Award amount will be based on the amount that will be allocated by the Town Council for any fiscal year in which the work will be performed. Therefore, the Town reserves the right to increase or decrease quantities to make full use of the amount of funding that will be allocated for the project(s).

Bid Total = Cost Estimate Total (cell J21) + Other Work Pricing Total (cell J34)

5. Bid Submission

Bidders must submit/upload their bid electronically via the OpenGov website in the Questionnaire Section. The bid table can be found in the "attachments section" of this solicitation. All bids must show unit price, if applicable, and total price. All bidders must submit the Bid, State Corporation Commission Form, and all addendums (signed and dated). Paper bids will not be accepted at the Purchasing Office or other locations in the Town of Vienna. Keep a copy of the IFB for your files and do not submit it with the Bid Package. By authorization of this Bid, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids shall be submitted electronically through the OpenGov website.

Bidders are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within three business (3) days before the closing of the IFB. Bidders are solely responsible for checking the Town website to ensure that they have the most current information regarding the IFB.

Bid Total = Cost Estimate Total (cell J21) + Other Work Pricing Total (cell J34)

6. Estimated Quantities

The quantities shown on the "Official Town Bid Form" are estimates only. The Town of Vienna does not guarantee, nor shall it be held liable, to purchase the quantities shown.

7. Contract Renewal

The resulting contract will cover an initial period from the date of award and end on June 30, 2025. At the sole discretion of the Town of Vienna, and upon mutual written agreement with the Contractor, this contract can be renewed for an additional four (4) years, in one (1) year increments, at the expiration of its terms by mutual written agreement of the Contractor and the Town of Vienna. Should the contract be renewed, the prices for the renewal contract shall be no greater than the percentage change of the CPI-U for the Washington-Arlington-Alexandria, DC-VA-MD-WV area, as listed for the most recent twelve (12) month period on the U.S. Department of Labor's Bureau of Labor Statistics website: [**http://www.bls.gov/eag/eag.dc_washington_md.htm#eag_dc_washington_md.f.4**](http://www.bls.gov/eag/eag.dc_washington_md.htm#eag_dc_washington_md.f.4)

The contractor may request a price adjustment no more frequently than once per year. The renewal of the contract shall depend on the Contractor's performance and the ability to follow instructions of this solicitation.

8. Scope of Work

Special Provisions for Landscape Maintenance

See the "Attachments" section of this solicitation for further detail in the "Landscape Maintenance Locations & Details of Work" document.

8.1. EXPECTATIONS & GENERAL STATEMENT OF WORK

The Town seeks an experienced, dependable, qualified Contractor to perform landscape maintenance tasks throughout the Town, with careful attention to the following requirements:

- **Daily communication and advance notice of work site schedule.** (Including email for scheduling with day, time and location of work site 24 hours **or more** prior to dispatching work crews, as well as including notification of completion of work at each TOV "Landscape Maintenance Location," rescheduling of work, phone calls to TOV Project Manager for last minute scheduling changes.)
- Contractor personnel shall be able to **correctly identify landscape plants and common weeds** of the Mid-Atlantic region.
- Herbicides may be used in all hardscape areas however their use is prohibited in landscape beds.

The Contractor shall provide all materials, labor, supervision and equipment required to complete all landscape maintenance work as outlined in these Special Provisions and IFB Attachments. Contractor shall take care to familiarize all staff with specific requirements and locations. All work shall be performed in a manner which maintains the original integrity of the landscape design.

8.2. SCHEDULING, OVERSIGHT & REPORTING

The Vienna Town Arborist or designee will serve as Project Manager and will provide work assignments, oversight, scheduling and general guidance to the Contractor. The extent and character of the services to be performed by Contractor shall be subject to the general control and approval of the Project Manager.

During the first 7 days immediately following Contract Award, the Project Manager will conduct site visits to all locations with the Contractor.

8.3. APPLICATION OF HERBICIDES

Herbicides for weed control shall only be permitted in hardscapes areas. No herbicides are permitted in planted areas except for situations where the Project Manager provides written approval in advance of the application. All herbicide applications shall be performed in accordance with current state and federal laws, utilizing EPA registered materials and applied by methods stated on the label. These applications shall be performed by a Virginia Certified Pesticide Applicator or Registered Technician. Prior to or immediately after the application, a public notice shall be erected if requested by the Project Manager.

8.4. GENERAL MONTHLY MAINTENANCE REQUIREMENTS

Scheduled maintenance includes the care of landscape beds and hardscapes within the sites described in the document named LANDSCAPE MAINTENANCE LOCATIONS & DETAILS OF WORK. Contractor personnel shall be able to correctly identify landscape plants and common weeds of the Mid-Atlantic region so they will be thorough in removing weeds and not removing desirable plants. Please contact the Project Manager for assistance with identifying plants.

At the Town's request the contractor may be asked to perform a second monthly maintenance visit that shall consist of items 1, 2 and 3 listed below.

The following items are required during each maintenance event:

- A. The Contractor shall collect leaf litter, branches, seed pods, acorns, cones, leaves and other natural debris, non-Town signs (i.e. real estate, yard sale) and all trash to include by way of illustration and not limited to: metal cans, paper, cardboard, plastic, metal objects, glass bottles, ties, auto parts, rocks and broken glass. The Contractor is responsible for the costs of legal disposal of the debris. Resulting debris from landscaped areas shall not be moved onto mowed lawns.
- B. **All weeds* are to be removed from the entire contracted area during each maintenance event. Weeds shall be dug (NOT CUT) below grade from the landscaped beds. No power equipment shall be used to remove weeds except for the physical removal of weeds from pavement cracks. Cutting perennial weeds to grade will not be tolerated. Control of weeds by use of herbicide is okay in hardscaped areas and generally not permitted in landscape beds. The Contractor may petition, in writing, the Project Manager to use herbicides for weed control on a case-by-case basis. The Projector Manager will respond, in writing, with an approval or denial on the request.**
- C. The Contractor shall remove all debris, leaves and weeds from the site during each maintenance event. This includes but is not limited to, seating areas, picnic table areas, picnic shelter areas, parking lots, bike storage areas and pathways (paved or unpaved), sidewalks, curbs/gutters, stairs, retaining walls, ramps, around public buildings and facilities and other hardscaped areas.
- D. **All landscape beds shall have their edge established or maintained during the Spring Clean-up and then maintained at each visit (no more than once per month). Edging may be performed either by hand or by power edger at approximately a 90-degree angle from grade to a depth of 2-4 inches below the grade of adjacent turf. The exception is in the vicinity of tree roots or trees in lawn areas which shall have no edge. SPECIAL CARE shall be taken to not damage the roots of existing trees or to inhibit the spread of roots of newly established trees. (Please contact the Project Manager if tree roots are present and it is unclear how the edge of the bed should be maintained) The damaging of surface roots greater than 1" shall not be tolerated.**

- E. Deadheading: Cut back the flowering stems of perennials that have completed flowering as directed by the Project Manager. Cut only the flowering stems; DO NOT REMOVE THE FOLIAGE unless directed by the Project Manager. Some flower heads are desirable to retain for wildlife.
- F. All trees shall have all root suckers removed, cutting to soil level or making proper pruning cuts on the buttress roots or lower truck. Adherence to ANSI A300 pruning standards is expected. **Damage to trees from improper pruning will not be tolerated. Pruning or elevating tree is not part of this contract and will not be tolerated. Remediation will be required if the Project manager deems necessary.**
- G. Pruning of shrubs shall be required to maintain their aesthetic, shape and contain their size within the constraints of the landscape planter and not to exceed 3 feet in height. Some shrubs may be requested to be lower than three feet in height. Pruning to remove dead branches is expected. Pruning timing shall be coordinated with the Project Manager to ensure the shrubs are allowed to flower or meet other Town objectives. Shearing or hand pruning shall be discussed and approved by the Project Manager in advance of the pruning.
- H. Any signs of plant disease, insect pests, rodents and/or safety hazards shall be reported to the Project Manager at the end of each work day.
- I. The Contractor will promptly advise the Project Manager of dead, diseased, or missing plants.

** In these Specifications the term “weed” shall include all plants that were not a part of the original planting design including non-native tree saplings, vines, shrubs or herbaceous plants that may invade the area of maintenance. The most commonly found woody invasive weeds in Vienna planting areas include Hedera helix - English ivy, Euonymus fortunei - creeping euonymus, Lonicera maackii - amur honeysuckle, Lonicera japonica - Japanese honeysuckle, Ampelopsis brevipedunculata – porcelain berry, Cynodon dactylon – Bermuda grass, Artemisia vulgaris – Mugwort and Cyperus rotundus - nutsedge. **These plants and any other non-native invasive weed shall be removed from all managed planting beds when they appear.** An invasive plant list can be found on the websites of the Virginia Department of Conservation and Recreation or the Virginia Native Plant Society. Please contact the Project Manager for an up-to-date plant list.*

8.5. ANNUAL SPRING CLEAN-UP

1. The Contractor shall perform an annual Spring Clean-up (**no later than March 1**) for each site, prior to Spring Mulching.
2. Herbaceous perennials (including *Liriope*) and ornamental grasses left standing through winter shall be cut approximately 3” – 6” above their crown.
3. Leaves of spring bulbs such as crocus, daffodil, hyacinth and tulip shall remain for approximately six (6) weeks after flowers have faded or until they naturally senesce (yellow or brown). After this time frame or senescence, they shall be cut at grade.

4. Spring Clean-up also includes all items listed in the category “**GENERAL MONTHLY MAINTENANCE REQUIREMENTS**”.

5. **All landscape beds shall have their edge established or maintained during the Spring Clean-up and then maintained at each subsequent visit.** Edging may be performed either by hand or by power edger at approximately a 90-degree angle from grade to a depth of 2-4 inches below the grade of adjacent turf. The exception is in the vicinity of tree roots or trees in lawn areas which shall have no edge. **SPECIAL CARE shall be taken to not damage the roots of existing trees or to inhibit the spread of roots of newly established trees.**

8.6. ANNUAL MULCHING

1. It is anticipated that most sites will be mulched annually however some sites may be mulched on a two-year rotation.
2. To be completed no longer than two weeks after the Spring Clean-Up of any given site, and at additional times upon request by the Project Manager, the Contractor shall mulch specified landscape beds, individual or groups of trees and other indicated areas. **“Tot-lots” and playgrounds are not to be mulched.**
3. Mulch shall be a double shredded hardwood mulch or shredded leaf product such as KARBON® brand mulch or Town-approved equivalent. Wood chips or pine straw may be requested by the Project Manager for various locations.
4. The Contractor shall be responsible for the costs of the mulch (including delivery). If the Project Manager requires the Contractor to use Town-provided mulch or wood chips the Town will not incur a cost for this mulch or compost. The Town’s mulch and wood chips will be stockpiled within the Town and available for the Contractor to retrieve.
5. Landscape beds, individual or groups of trees and other areas shall be mulched to a cumulative depth (including existing mulch) of three (3) to four (4) inches. The exception to this rule occurs around herbaceous perennial plants and groundcover plants where the cumulative depth of mulch (including existing mulch) surrounding and under/around shall be no more than two (2) inches. **SPECIAL CARE shall be taken to not place mulch over the trunk flares (root flare) of trees or crowns of shrubs and herbaceous perennials. All mulch shall be kept three (3) inches to four (4) inches away from tree trunks, trunk flares (root flare) and crown of shrubs.**
6. Stockpiling of mulch or wood chips: if mulch or wood chips must be temporarily stored on site, written permission must first be obtained from the Project Manager. If allowed to be stored on site, mulch or wood chips shall remain on paved surfaces until placed at its final location. Mulch or compost shall not be piled near storm drains. All mulch stockpiles shall be kept neat and orderly at the end of each day. The Project Manager may require the Contractor to cover stockpiles with tarps or install straw bales or another approved barrier to prevent movement of the mulch.
7. Upon completion of mulching operations, all debris and waste material shall be cleaned up and removed from the site, unless the Town has granted special provisions for disposal or storage of materials on specified Town property.

8. Do not cover irrigation system components - spray heads, valve boxes, controller boxes, etc., with mulch or wood chips. If there is mulch or wood chips covering the top of irrigation components then the Contractor shall remove the material and make the components visible.

8.7. FALL LEAF/DEBRIS REMOVAL - GENERAL

The Contractor shall be responsible for leaf collections and removal at the locations specified. **Fall Leaf Removal will consist of raking or blowing leaves and also collecting the leaves. Some sites may accommodate the leaves to remain on site is designated location. The Project Manager will provide guidance and communication if leaves shall remain on site.**

- A. Leaf removal shall take place during the Town's leaf removal operations time frame, generally during November and December.
- B. Leaves shall be removed from landscape beds, lawns, playgrounds, sports fields, recreation courts, parking lots, other paved areas and any other open space areas unless otherwise stated.
- C. The Contractor shall remove all seed pods (for example Southern magnolia and black walnut), acorns, cones, branches and trash from all leaf blowing areas. **Trash and branches shall be removed from the site and disposed of by the contractor.**
- D. For some of the sites, closing a lane of traffic may be necessary for worker safety and to ensure completion of the task. For example, Maple Ave, Church St, Nutley St. may involve a lane closure.
- E. No leaves shall be removed from wooded areas or groves of trees. The Project Manager will specify these "no leaf removal" areas.
- F. Leaf piles that are left curbside are not to impede vehicular or pedestrian traffic nor shall they be placed on top of stormwater catch basins. Use VDOT approved traffic control devices (such as traffic cones) to delineate large leaf piles on paved streets. All leaves piled on the curb are expected to be collected the same day the pile is created. Deviations to the timeframe shall be discussed and approved in advance by the Project Manager.
- G. CAUTION MUST BE TAKEN TO NOT BLOW LEAVES INTO VEHICLES IN PARKING AREAS. IN PARTICULAR, **WORK IN TOWN PARKING LOTS SHALL BE COMPLETED PRIOR TO 8:00 AM AS TO NOT CONFLICT WITH PEOPLE OR VEHICLES.**

8.8. TOWN FACILITIES & PROPERTIES

Sites 1 through 5 are City facilities and properties. Some of the listed sites have a very high volume of pedestrian and vehicular traffic. Use caution and care when working these sites to not interrupt or impeded the other uses of these sites.

8.9. STREETSCAPE AREAS

The landscape beds within the Town's streetscape are located primarily between the sidewalks and curbs. Many of the beds are edged with a single course of brick however some landscape beds have no brick edging.

There are irrigation systems in almost all of the streetscape beds on Maple Ave and Church St (will likely be completed Spring 2025). Most irrigation systems have "pop-up" heads and a few may have a drip system in the form of a grid. Use caution when working around the irrigation systems as they can be easily damaged or become a tripping hazard. Please immediately report any broken irrigation components to the Project Manager.

Please exercise the utmost care for the safety of Contractor personnel and note special time restrictions, safety and traffic control provisions in these *Special Provisions* when working at these locations.

8.10. OTHER ROW LANDSCAPE AREAS

Other Right-Of-Way (ROW) landscapes are landscape beds next to streets but are not necessarily linear streetscapes. Currently there are no underground irrigation systems installed at these sites.

As mentioned previously, please exercise the utmost care for the safety of Contractor personnel and note special time restrictions, safety and traffic control provisions in these *Special Provisions* when working at these locations.

8.11. TOWN PARKS

Town parks include landscape beds designed as ornamental displays within publicly-accessible sites. Please refer to *Special Provisions* sections Hours of Work and Noise Levels, for possible work restrictions due to special events.

8.12. IRRIGATION SYSTEMS

Sites 1, 3, 4, 6 (streetscape portions), 7 (will likely be completed Spring 2025) have irrigation systems. Use caution when working around the irrigation systems as they can be easily damaged or become a tripping hazard. Please immediately report any broken irrigation components to the Project Manager.

8.13. TOWN'S RIGHT TO CHANGE, ADD OR REMOVE

The Town reserves the right to change, add or remove sites for any of the tasks associated with these Special Provisions and the resultant Contract(s), for budgetary or other reasons. The Town also reserves the right to change its requirements for mulch, herbicides or other products listed in the approved contract.

8.14. CONTRACTOR REPORTING & SCHEDULING

1. The Contractor will provide schedules on a location check-off list to the Project Manager on a **daily basis** or as required by the Project Manager.
2. The schedule and check-off list of areas serviced is the official record of the locations and frequencies maintained during the monthly billing period. Each daily work list shall include the service location name.

3. The Contractor's Crew Leader shall check in each work day prior to 8:00 AM with the Project Manager to confirm that day's landscape work locations.
4. The Contractor's Crew Leader shall check in at the end of each workday no later than 3:00 PM with the Project Manager and to confirm completion of that day's scheduled work.
5. Variations from the schedule will be allowed only with 24 hours advance notice by telephone or email to the Project Manager.

8.15. CONTRACTOR CREW SIZES, COMMUNICATION & ON-SITE SUPERVISION

1. Prior to the start of any contract work resulting from this Contract, the Contractor shall, at no additional charge to the Town, provide a means of two-way instant compatible communication between the Contractor's Crew Leader and the Project Manager. Mobile phones or email (by way of illustration and not limitation) are acceptable means of such instant communication.

2. The following **minimum crew sizes** are required:

- a. Monthly Maintenance visit: 3-4 people on each crew
- b. Leaf Removal: 1 Crew of 5-6 people on each crew
- c. Spring Cleanup & Mulching: 1 Crew of 5-6 people on each crew

3. The Contractor's **Crew Leader must remain on site at all times when the crew is working**. The Crew Leader **must be fluent in the English language** as to facilitate communication between Contractor and the Project Manager.

4. The Contractor shall immediately notify the Project Manager of any complaints or compliments received from Town Staff, Town residents or other Town property owners/business owners. In turn, the Project Manager will notify the Contractor of any complaints or compliments received.

5. The **Contractor shall at all times provide on-site supervision to maintain satisfactory productivity, and enforce discipline and good order among the workers performing under the contract**. The Contractor shall assign only those personnel who are reasonably proficient in the work assigned under any resultant contract. The Contractor's personnel shall, at all times, present a neat appearance.

8.16. MAINTENANCE OF TRAFFIC

The Contractor shall conduct its operation in a manner that will ensure that vehicle traffic will be uninterrupted except as approved by the Project Manager.

At all times, the Contractor shall comply with the current Virginia Department of Transportation (VDOT) Virginia Work Area Protection Manual. This includes the use of appropriately trained personnel, as well as proper traffic control signs and devices. The Project Manager may require the Contractor to submit a written Temporary Traffic Control plan, for approval by the Project Manager, prior to receiving approval to adjust traffic flow. For example, if any maintenance activities (equipment or personnel) obstruct a street or traffic flow, the Contractor shall provide VDOT approved signs, traffic cones and flagmen equipped with VDOT-approved "STOP/SLOW" double-sided traffic control paddles, to manage traffic and provide a safe work environment. Traffic control workers shall not be assigned to any other duties

while engaged in directing traffic. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify The Town of Vienna, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, traffic cones, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. No separate payment shall be made by the Town for Contractor compliance with VDOT standards. All costs for Maintenance of Traffic shall be included by the Contractor as part of the Contract Unit Prices.

8.17. HOURS OF WORK & NOISE LEVELS

The Contractor may perform the work on weekdays, Monday through Friday, between the hours of 7:00 AM and 5:00 PM. Special permission must be obtained, **in advance**, from the Project Manager to allow work to be performed on the weekends (Saturday and Sunday) and Government Holidays. In the event that work is permitted on weekends or Government Holidays, the hours of operation shall be 9:00 AM to 5:00 PM.

- A. Work at Site 1 - Town Hall, will not be allowed on Monday (court in session)
- B. Work at Site 3 – Vienna Community Center, will not be allowed on Saturday mornings (Farmers Market).
- C. Leaf removal events in and around Town Hall, and the Bowman House/Police Station shall be completed prior to 8:00 AM on weekdays.
- D. Work performed on major commuter routes (Maple Ave, Nutley St) that involve closing a lane of traffic, shall be between the hours of 9 AM and 3 PM, Monday through Friday.
- E. The Project Manager reserves the right to direct the Contractor regarding any additional changes to hours or days of operation, as may be required by special events held in the Town.
- F. The Project Manager reserves the right to modify the schedule as it relates to deadlines for tasks such as the completion of “Spring Clean-up” and Town events such as Viva Vienna.
- G. Prior to beginning work at the Police Station, the Contractor’s Crew Leader shall announce the presence of the work crew by checking in with Police dispatch located inside of the building’s rear pedestrian entrance.
- H. The Contractor shall comply with Town Code regarding noise levels. Noise generated by equipment is regulated by Town Code [Chapter 10-20.1](#).

8.18. EQUIPMENT USAGE

1. The Contractor is responsible for providing, maintaining and transporting all necessary equipment, and fuel for its use, in connection with the services described in this Contract. The Contractor shall provide all tools and supplies necessary for performing the work required as specified unless otherwise noted.

2. **No vehicular equipment (cars, trucks, earth-moving equipment, and heavy machinery) is allowed off of paved surfaces on Town properties.** In the event that any vehicular equipment is driven off of paved surfaces and causes damage to turf, landscaping, trees (including tree roots), soil, or underground infrastructure, fines may be issued and the Contractor shall be required to repair, replace, or restore all damaged areas and assets at their expense, to the satisfaction of the Project Manager. The Project Manager shall define the extent of damages. Mitigation measures shall be prescribed by the Project Manager in accordance with this contract, the Town Code, industry best practices, and relevant standards. If deemed necessary (by the Project Manager), vehicular equipment may be permitted off of paved surfaces with ***express written authorization*** from the Project Manager provided that appropriate measures to prevent damage, including but not limited to plywood, mulch pads, and/or tree protection fencing, can be implemented and removed by the operator in conjunction with the work to be performed.

3. No gas powered equipment shall be used when an Air Quality Forecast from the Metropolitan Washington Council of Governments is declared "Code Orange" or "Code Red".

4. Please note Hours of Work and Noise Levels in Sections above.

8.19. SAFETY OF PERSONNEL & EQUIPMENT

1. All operations shall meet all applicable state and local requirements. Contractors performing services for the Town are required to comply with OSHA and VOSH standards and accepted safety rules and regulations. The Town requires that the Contractor shall comply with the current Virginia Department of Transportation (VDOT) Virginia Work Area Protection Manual. All Contractor employees shall wear VDOT and OSHA-approved safety vests to alert traffic of their presence. In addition, for work that requires lane closures in the Town, the Contractor must receive written permission from the Project Manager prior to commencing the lane closure.

2. The Contractor shall comply with, and ensure that the Contractor's personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

3. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor.

4. The Contractor shall identify to the Project Manager at least one onsite person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

5. All equipment used shall be equipped with factory safeguards or safety modification meeting OSHA and VOSH requirements. Safety to the public is of the Town's utmost importance. The Town reserves the right to stop the Contractor from performing work for the failure to observe applicable safety precautions. Work may not resume until approval is given by the Project Manager that required safety measures are in place.

8.20. LIABILITY FOR DAMAGE TO PROPERTY AND/OR VEGETATION

Damage to irrigation systems, landscape plants, trees, or property, either private or Town-owned, as a result of landscape operations shall be reported to the Project Manager or designee within 12 hours. Repair, replacement, or mitigation work shall take place within two (2) weeks of the date of damage at no cost to the Town, to a level acceptable to the Project Manager. Failure to repair the damage will result in withholding the amount of the cost of the repair by the Town from subsequent invoice payment due to the Contractor.

8.21. PERSONNEL AND EXPERIENCE

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to the property or persons used or employed on or in connection with the work contracted for, and all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
2. The Contractor's on-site supervisor shall have at least five (5) years of experience providing landscape services comparable with the Specifications as outlined herein.
3. If any Contractor employee working at Town sites appears to the Project Manager to be incompetent, disorderly or to be acting in an unsafe or disrespectful manner, such person shall be removed immediately at the request of the Project Manager. That individual shall not again be assigned to work on this Contract except by written consent of the Project Manager.
4. Alcoholic beverages, illegal drugs, or firearms are prohibited on the job site. Possession of alcoholic beverages, illegal drugs, or firearms on the job site by a Contractor's employee, will result in immediate removal of the individual from the site.

8.22. FAILURE TO COMPLY

1. In the event that the Contractor fails to comply with the terms and conditions of the contract, verbal and written notification will be given to the Contractor for immediate action. If the Contractor fails to correct the deficiency(s) immediately, or within a time acceptable to the Project Manager, then the Town reserves the right to take necessary action to correct the deficiency(s). If the Town must correct any deficiency(s), it will do so at the Contractor's expense. Payment will be deducted accordingly from the next invoiced payment(s) owed.
2. If the Contractor receives three (3) written notifications of non-compliance during any one 12-month period, the Project Manager may recommend termination of the Contract.

9. Mandatory Terms & Conditions

Requirements in this Section are specified as mandatory and met to the degree stated in these specifications in order for the bid to receive further consideration. Bids which fail to meet ALL of the mandatory requirements may be considered unacceptable and may not be considered for selection. Final acceptance of purchase will depend on the successful completion of all necessary work as specified.

Bidders shall state on the Official Town Bid form the cost of each of the items as outlined.

All attachments to this solicitation are incorporated into this Section and, therefore, they are Mandatory Requirements.

9.1. Insurance

The Contractor shall provide the Procurement Officer with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

- Workers' Compensation Standard Virginia Workers' Compensation Policy.
- Broad Form Comprehensive General Liability \$1,000,000.00
- Combined Single Limit coverage to include:

Premises Operations; Products/Completed Operations;

Contractual; Independent Contractors; Owners and Contractors

Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

- Automobile Liability \$500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Your signature on this solicitation constitutes certification that, if you are awarded the contract, you shall obtain the required coverages as specified herein within ten (10) days of notification of award.

9.2. Hold Harmless Clause

Bids shall provide for the contractor holding harmless the Town of Vienna and representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contact work, or on account of any act or omission by the contractor or its employees, or from any claim or amounts arising or recovered under any law, bylaw, ordinance, regulation or decree.

9.3. Protection of Persons and Property

The Contractor expressly undertakes every precaution at all times for the protection of persons and property, including Owner's employees and property and its own.

The Contractor shall use customary and reasonable precautions, including suitable protective coverings wherever necessary, to prevent damage to adjoining areas.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

9.4. Cancellation of Contract

The Town of Vienna reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty upon ten (10) days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9.5. Laws and Regulations

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority by bearing on the performance of the work.

The Contractors and Subcontractors shall comply with the Virginia Contractor's Registration Law, Title 54.1, Chapter 11, Code of Virginia (1950), as amended.

All non-resident Contractors and Subcontractors submitting bids on the work described herein shall register with the Department of Labor and Industry under the provisions of Subsection 40.1 30 of the Code of Virginia (1950), as amended.

This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the "right to work," and all Contractors and Subcontractors, whether residents or non-residents of the Commonwealth, who perform work related to the project shall comply with all of said provisions.

The Contractor shall furnish the Owner copies of affidavits upon request giving original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the job site under this contract.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

9.6. Superintendence by Contractor

The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract documents.

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the job, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them.

The Town shall have the right to terminate the contract due to communication problems between the Contractor and/or his representative and the Town's representative.

9.7. Owner's Right to Terminate Contract

The contract may be terminated by the Town for any one of the following reasons:

Prior to termination of the Contract, the Contractor shall be notified in writing by the Town of the condition which makes termination of contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the contractor to correct the conditions, the Town may declare the contract terminated and notify the Contractor and his surety accordingly.

Upon receipt of notice of contract termination, the Contractor shall immediately discontinue all operations. The Town may then proceed with the work in any lawful manner that they may elect until the term of the contract is final and complete.

If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

Termination of the contract under this section is without prejudice to any other rights or remedies of the Town.

The Contractor shall not suspend the work without the written authority from the Town and shall proceed with the work promptly when notified by the Town to resume operations. The time in which work is suspended by written order for reasons not connected with the Contractor's failure to perform or improper performance shall not be charged against time for completion of contract.

9.8. Work Site Damages

Any damage, including damage to private property, resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

9.9. Warranty & Correction of Work

A. The Contractor warrants to the Owner and the A/E that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Workmanship will be of first-class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein including those of the manufacturer. Where no standard is specified for such Workmanship or materials, they shall be the best of their respective kinds. All Work

not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work included in this Contract is heretofore specified. The Contractor will be required to complete the Work specified and to provide all items needed for construction of the project, complete and in good order.

B. The Contractor guarantees and warrants to the Owner all Work as follows:

1. That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
2. That all Work will be of first-class quality and free of omissions and faulty, poor quality, imperfect or defective material or Workmanship;
3. That the Work shall be entirely watertight and leakproof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement which are attributable to defective materials or Workmanship;
4. That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
5. That consistent with requirements of the Contract Documents the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and
6. That the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials or Workmanship.

C. All Work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

D. The Contractor shall within five (5) Working days after receipt of written notice from the Owner during the performance of the Work, reconstruct, replace or correct all Work rejected by the A/E or Owner as defective, as failing to conform to the Contract Documents, or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of reconstructing, replacing or correcting such rejected Work, including compensation for the A/E's additional services made necessary thereby.

E. If, within one (1) year after the Date of Substantial or Final Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor shall correct it within five (5) Working days after receipt of a written notice from the Owner to do so unless the Owner has previously given the

Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

F. Subject to limitation as prescribed by law, if at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

G. Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the Owner, shall be immediately removed and replaced by the Contractor to the satisfaction of the Owner, when notified to do so by the Owner.

H. If the Contractor fails to correct defective or nonconforming Work as required by 8.10 D and 8.10 E, or if the Contractor fails to remove defective or nonconforming Work from the site, as required by 8.10 G, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten additional days written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the A/E's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

I. The Contractor shall bear the cost of making good all Work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article.

J. If the Owner prefers to accept faulty, defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued at Owner option, to reflect a reduction in the Contract Sum in an amount to be determined by the Owner.

K. Subject to limitation as prescribed by law, nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one (1) year after the Date of Substantial or Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligations of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

10. Town of Vienna General Terms & 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 THEY CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY 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.

10.1. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Procurement Officer 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 Procurement Officer.

10.2. PREPARATION & SUBMISSION

In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation for Bid. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and uploaded to the Town's procurement software (OpenGov) on the Town's website by the time and date specified on the cover page.

10.3. LATE BIDS/PROPOSALS

The OpenGov website does not allow late submittals of bids/proposals.

10.4. PRICING & ERRORS

Prices shall be stated in units of quantity specified. No additional charges shall be passed to the Town, including any applicable taxes or surcharges. Prices quoted shall be the final cost to the Town. In case of an error in price extension, the firm fixed unit price shall govern.

10.5. BID/PROPOSAL ACCEPTANCE PERIOD

Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Any bid on which the bidder/offeror shortens the acceptance period may be rejected.

10.6. 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 Procurement Officer. 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 Procurement Officer, the Using Department, or a designee of such, denies the withdrawal of a bid, they shall notify the bidder in writing stating their decision.

10.7. TAXES

The Town of Vienna is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the bidder and become a part of real property.

If a bidder is bidding on materials that require installation by the bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the successful bidder and not of the Town, and the Town shall be held harmless for same by the successful bidder.

The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.

When a bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the Town, the bidder will be allowed to delete the tax from its bid.

10.8. TRADE SECRETS/PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in response to this Invitation for Bid shall not be subject to public disclosure under the Virginia Freedom of Information Act (FOIA); however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

10.9. TOWN'S RIGHT TO TERMINATE THE CONTRACT

The Contract may be terminated by the Town for any one of the following reasons:

a) If the successful bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the successful bidder's insolvency, or if the successful bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the bidder otherwise defaults, then the Town may without prejudice to any other right or remedy, and after giving

the successful bidder seven (7) calendar days written notice, terminate the employment of the successful bidder and procure such goods or services from other sources. In such event, the successful bidder shall be liable to the Town for any additional cost occasioned by such failure or other default.

b) In such cases, the successful bidder shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional; managerial and administrative services shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the Town.

c) If the successful bidder should fail to make prompt payment to Subcontractor(s) for material or labor, persistently disregards laws, ordinances, or the instruction of the Town, or otherwise be in substantial violation of any provisions of the Contract;

d) Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Town;

e) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the Town in the construction of work under contract.

f) Prior to termination of the Contract, the successful bidder and his Surety shall be notified in writing by the Town of the condition which makes termination of contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the successful bidder or his Surety to correct the conditions, the Town may declare the Contract terminated and notify the successful bidder and his Surety accordingly.

g) Upon receipt of notice of contract termination, the successful bidder shall immediately discontinue all operations. The Town may then proceed with the work in any lawful manner that they may elect until the project is final and complete.

h) The Town reserves the right to take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method is deemed expedient. In such case, the successful bidder shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damaged incurred through the Contractor's default, shall be certified by the Town.

i) Termination of the contract under this section is without prejudice to any rights or remedies of the Town.

j) The Town reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon 60 days written notice to the Contractor/ Consultant. Any contract cancellation notice shall not relieve the Contractor/Consultant of the obligation to delivery and/or perform on all outstanding services performed prior to the effective date of cancellation.

k) Notwithstanding anything to the contrary contained in the contract between the Town and the successful bidder, the Town may, without prejudice to any other rights it may have, terminate the contract for convenience and with cause, by giving thirty (30) days written notice to the successful bidder.

1) In the event the Contract is terminated for cause related to the Contractor/Consultant's (or its Subcontractor's) hiring of unauthorized aliens, Contractor/Consultant, Contractor/Consultant hereby waives any claim to lost profits and the Town will proceed in accordance with subsections f) et seq. above.

10.10.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.

10.11.USE OF BRAND NAME OR EQUAL ITEMS

A. 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.

B. The bidder/offeror is responsible to indicate the product clearly and specifically 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.

C. It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The Town's decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible bidder, its product or service or in any way restrain or restrict competition.

10.12.SUBSTITUTIONS

No substitutions or cancellations permitted without prior written approval by the Procurement Officer.

10.13.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.

10.14.NEGOTIATION WITH THE LOWEST BIDDER

a) If all bids received exceed the available funds for the proposed purchase, the Town, pursuant to Town Code provisions, may meet with the lowest responsive and responsible bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds.

b) After bid negotiations, the lowest responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.

c) If the proposed addendum is acceptable to the Town, the Town may award a contract within funds available to the lowest responsible bidder based upon the bid as amended by the addendum.

d) If the Town and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

10.15. CONTRACTOR'S PERFORMANCE

a) Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.

b) All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The successful bidder shall indemnify, keep, save, and hold the Town, its officers, and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the bidder or the Town, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.

c) In the event that suit is brought against the Town, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the Town, its officers, and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the Town, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorney's fees, if any, and hold the Town, its officers and employees, harmless there from.

d) The successful bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

e) The successful bidder shall not, in its product literature or advertising, refer to this purchase or the use of the bidder's goods or services by the Town of Vienna, Virginia.

f) The successful bidder shall cooperate with Town officials in performing the specified work so that interference with the Town's activities will be held to a minimum.

10.16. 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.

10.17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE CONTRACTOR

(Code of Virginia Section 2.2-4312): 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 prohibitions, (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 the Virginia Public Procurement Act, 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.

10.18. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS

The Town of Vienna does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

10.19. 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 Procurement Officer and/or investigation for Anti-Trust violations.

10.20. 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.

10.21. 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.

10.22. 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.

10.23.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.

10.24.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.

10.25.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. A BPOL license is not required to submit a bid for this procurement. If awarded a contract, the contractor is required to have a BPOL license. 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.

10.26.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 seventy-five thousand dollars (\$75,000.00) or more.

The Procurement Officer will award all contracts less than seventy-five thousand dollars (\$75,000.00).

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

10.27.COMPENSATION

a) It is the Town's policy not to pay for any goods or services until the same have been actually received.

b) Individual contractors shall provide the Purchasing Office their social security numbers and proprietorships, partnerships and corporations shall provide the federal employer identification numbers (Code of Virginia, Section 2.2-4354.2). This information shall be provided in the space indicated on the Bid Form.

c) The successful bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The successful bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.

d) Cash discounts shall be deducted in accordance with the terms of the bid.

e) Payment shall be rendered to the successful bidder for satisfactory compliance with the general terms, conditions, and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later (Code of Virginia, Section 2.2-4352).

f) Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the Town fails to pay by the payment date, the Town agrees to pay the financial charge assessed by the successful bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

10.28.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

or email to: ap@viennava.gov

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.

10.29.SUCCESSFUL BIDDER'S OBLIGATION TO PAY SUBCONTRACTOR

a) The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the successful bidder by the Town for work performed by the successful bidder's subcontractor(s) under the contract (Code of Virginia, Section 2.2-4354):

1. Pay the subcontractor(s) for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor(s) under the contract; or
2. Notify the Town and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b) The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the successful bidder that remain unpaid after seven (7) days following receipt by the successful bidder of payment from the Town for work performed by the subcontractor(s) under the contract, except for amounts

withheld as allowed in subparagraph a (2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

c) The successful bidder shall include in each of its subcontractors a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).

d) The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the Town. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10.30.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.

10.31.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 Procurement Officer 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.

10.32. 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.

10.33. 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.

10.34. LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Contractors and Subcontractors shall comply with the Virginia Contractor's Registration Law, Title 54.1, Chapter 11, Code of Virginia (1950), as amended.

All non-resident Contractors and Subcontractors submitting bids on the work described herein shall register with the Department of Labor and Industry under the provisions of Subsection 40.1 30 of the Code of Virginia (1950), as amended.

This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the "right to work," and all Contractors and Subcontractors, whether residents or non-residents of the Commonwealth, who perform work related to the project shall comply with all of said provisions.

The Contractor shall furnish the Owner copies of affidavits upon request giving original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the job site under this contract.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

The Contractor/Consultant shall comply with all laws and regulations of the Commonwealth of Virginia and the United States with respect to the employment of unauthorized aliens. Contractor/Consultant shall not hire or subcontract any portion of the work under this Contract to any individual the Contractor knows or reasonably should know to be an unauthorized alien as defined by 8 U.S.C. §1324a(h)(3). A

violation of this provision shall constitute a material breach of the Contract and the Town may, in its sole discretion, terminate the contract.

10.35. LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are "Hazardous Substances" as defined by 3.1 250 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. 3.1 252 or the Code of Virginia or Title 15 U.S.C. Sec. 1263.

10.36. SAFETY DATA SHEETS

Safety Data Sheets (SDS) 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.

10.37. 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.

10.38. 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.

10.39. RECORD RETENTION/TOWN AUDITS

a) The successful bidder shall retain, during the performance of the contract and for a period of five (5) years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payments; ledgers; cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Town on demand and without advance notice during the successful bidder's normal working hours.

b) Town personnel may perform in-progress and post-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation for Bid. Files would be available on demand and without notice during normal working hours.

10.40. MODIFICATION OF CONTRACT

The Town may, upon mutual agreement with the Contractor, issue written modifications to the scope of work of this contract, and within the general scope thereof, except that no modifications can be made

which will result in an increase of the original contract price by a cumulative amount of more than \$50,000.00 or twenty-five percent (25%) of the amount of the original contract, whichever is greater, without the advance written approval of the Mayor and the Town Council. (Section 2.2-4309 of Virginia Public Procurement Act).

Should it become necessary, for the best interest of the Town, to make modifications, the same shall be covered by change order. The Contractor shall not begin work on any alteration requiring a change order until the agreement, setting forth the changes/modifications, has been executed in writing by the Town and the Contractor.

If a satisfactory agreement cannot be mutually agreed to for any item requiring a change order, the Town reserves the right to terminate the contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

The Town may, in writing, omit from the work any item, other than major items, found unnecessary to the project and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof. Major items may be omitted by change order.

The Contractor shall be paid for all work done toward the completion of the item prior to such cancellation, alteration, or suspension of the work by the Town.

A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total; contract amount for each separate alternate, computed on the basis of the proposed quantity and the contract unit price.

10.41. SPECIFICATION FAMILIARITY

- a) It is the Bidder's responsibility to examine this entire IFB carefully. If a question arises as to the meaning or intent of these documents, inquiry must be made in writing to the Procurement Officer.
- b) The submission of a bid shall indicate that the Bidder thoroughly understands the terms and conditions of the IFB.

10.42. CONTRACT AND FORMS

- a) Bidders are advised that the Town does not sign standard contract forms that may be used by the bidder. The selected Bidder will be expected to enter into a contract with the Town for the commodities outlined in this IFB. The form of contract will be the Town's Purchase Order and/or Agreement.
- b) By agreeing to question 12 on the questionnaire, the bidder certifies that they are an agent or officer authorized to bind the Contractor to the terms and conditions of the IFB.

10.43. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of these documents will be made to any bidder orally. Any request for an interpretation must be in writing addressed to Town of Vienna, 127 Center Street, South, Vienna, VA 22180, Attention: Procurement Officer or emailed to jerry.amacker@viennava.gov To be given consideration, requests must be received at least five days prior to the date fixed for the submission of Bids. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective bidder requesting such interpretations or will be in the form of written addenda which,

if issued, will be sent to all prospective bidders, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed for the submission of Bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve said bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents.

10.44.INSURANCE

The Contractor shall provide the Procurement Officer with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

- Workers' Compensation -- Standard Virginia Workers' Compensation Policy
- Broad Form Comprehensive General Liability--\$1,000,000.00.
- Combined Single Limit coverage to include:

Premises - Operations; Products/Completed Operations;

Contractual; Independent Contractors; Owners and Contractors

Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

- Automobile Liability--\$500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Contractor's signature on this solicitation constitutes certification that, if awarded the contract, Contractor shall obtain the required coverage as specified herein within ten (10) days of notification of award.

10.45.WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

a) The successful Bidder's/Offeror's insurance shall cover the bidder/offeror and its subcontractors of every tier of those sources of liability which would be covered by the latest edition of the standard Worker's Compensation Policy, as filed for use in the Commonwealth of Virginia by the National Council on Compensation Insurance, without restrictive endorsements, but including Broad Form All States Endorsement. In addition to coverage for the Virginia Worker's Compensation Act, where appropriate, coverage is to be included for the United States Longshore and Harbor Worker's Compensation Act, Maritime including Jones Act, Federal Liability Act and any other applicable federal or state law.

b) Subject to the restrictions of coverage found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Virginia Worker's Compensation Act, the United States Longshore and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Worker's Compensation Policy. The

minimum amount of coverage for those coverages customarily insured under Part Two of the standards Worker's Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Worker's Compensation Policy.

10.46. PROFESSIONAL LIABILITY

- a) The successful bidder/offeror shall provide the Town of Vienna with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town of Vienna for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office without the attachment of restrictive endorsements.
- b) The policy shall be endorsed to include the Town of Vienna's officials, officers, agents, and employees as insured. The E&O Policy shall include the successful Offeror and the offeror's subcontractors of every tier as the designated in the declarations.
- c) The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town of Vienna officials, officers, agents, and employees and only to claims arising out of or in connection with the work under this contract.

The insurance provided by the successful Offeror pursuant to the resulting contract shall apply on a primary basis and any other insurance or self-insurance maintained by the Town of Vienna or the Town of Vienna official, officer, agent, or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Offeror.

The coverages other than Worker's Compensation may be either on an occurrence or a claims-made basis. Provided, however, that claims-made coverage for other than the Products/Completed Operations shall respond to claims arising out of accidents, occurrences, incidents, and offenses happening after the commencement of the resulting contract but before the end of the contract completion date provided that the claim is made within five years after the contract completion date.

Prior to commencing work under a resulting contract, the successful Offeror shall furnish the Town of Vienna with a Certificate(s) of Insurance naming the Town of Vienna, its officers, employees and agents, as additional insureds, giving a forty-five (45) day notice of cancellation, non-renewal, or change in the insurance coverage, and/or restrictions.

10.47. SAFETY

All contractors and subcontractors performing services for the Town of Vienna are required to comply with OSHA standards and accepted safety rules and regulations.

10.48. OWNERSHIP OF PRODUCTS/SERVICES

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the Town of Vienna.

10.49. COLLUSION

By submitting a bid/proposal in response to this solicitation, the Bidder/Offeror represents that in the preparation and submission of this bid/proposal, said Bidder/Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder/Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or 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.

11. Vendor Questionnaire

11.1. Primary Contact*

Please provide the following information for the main contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

*Response required

11.2. Secondary Contact - Optional

Please provide the following information for the secondary contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

11.3. Certification Regarding Debarment*

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, town, city, or county for submitting bids for such work nor are they an agent of any person or entity that is now debarred.

Please confirm

*Response required

11.4. Authorized to Transact Business in Virginia*

Please download the below documents, complete, and upload.

- [Attachment \(SCC\).docx](#)

*Response required

11.5. Please provide three (3) references*

Municipality/Agency Job Location:

Contact Name:

Contact Email Address:

Contact Phone Number:

*Response required

11.6. SWaM Status*

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some local government supplier diversity program.

Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?

- Yes
 No

*Response required

11.7. Certification Type

What is your company's certification type?

Select all that apply

- Small Business
 Woman-Owned Business
 Minority-Owned Business
 Service-Disabled Veteran (SDV)
 Disadvantaged Business Enterprise (DBE)

11.8. Certification Information

If applicable, please provide the Certification Entity/Agency and the Certification Number(s).

11.9. Bid Table*

Upload completed Bid Table here.

*Response required

11.10. Other Documents

Please upload other documents here.

11.11. Authorization*

In accordance with the terms, conditions and specifications of this Invitation for Bid, the authorized person(s) agrees to furnish the items and/or services requested. The authorized person(s) acknowledges that their bid is valid for a period of 90 days from the due date and certifies they have read, understand, and agrees to all terms and conditions and requirements of this Invitation for Bid, and is authorized to contract on behalf of the firm submitting the response.

In the space below, enter the name and contact email of the person who has signature authority for the Offeror's company, and is hereby agreeing to the statement above.

*Response required