



Town of Vienna
Accounts Payable

Purchase Order

Fiscal Year 2017

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20170659-00**

Delivery must be made within
doors of specified destination.

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VIENNA TOWN HALL
ACCOUNTS PAYABLE
127 CENTER STREET S
VIENNA VA 22180

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ADVANCED BUILDING SERVICES INC
23475 ROCK HAVEN WAY
#135
STERLING VA 20166

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TOWN OF VIENNA - PUBLIC WORKS
NORTHSIDE PROPERTY YARD
600 MILL STREET NE
VIENNA VA 22180

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			17000683			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
06/13/2017	626				BUILDING MAINTENANCE	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
1	A/C UNIT FOR NORTHSIDE PROPERT The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading RTU REPLACEMENT AT NORTHSIDE PROPERTY YARD 100-104-1041-14320-43308- \$22,562.00 PER TERMS, CONDITIONS, AND SPECIFICATIONS OF PROPOSAL DATED 06/02/2017 FOR RTU REPLACEMENT AND IFB 12-12.		1.0	LS	\$22,562.000	\$22,562.00

By *Genam Shepin*
Purchasing Agent

PURCHASING COPY

Total Ext. Price
PO Total

\$22,562.00
\$22,562.00

TERMS AND CONDITIONS
VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT. THROUGHOUT THIS DOCUMENT "THE TOWN" REFERS TO THE TOWN OF VIENNA.

1. **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.

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

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.

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.

4. **F.O.B. DESTINATION:** All orders for goods and services are to be F.O.B. DESTINATION unless otherwise specified on the Purchase Order.

5. **DELIVERY:** Delivery shall be made during working hours, Monday through Friday 8:15 AM – 4:15 PM excluding holidays, unless otherwise specified. Inside delivery is required unless otherwise specified on the Purchase Order, or unless prior approval has been given by an authorized Town Official.

LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this agreement 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 vendor, 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.

MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) and descriptive literature shall be provided upon delivery of each chemical and/or compound offered.

TAX EXEMPTION: 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 vendor and become a part of real property.

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

9. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of this order or cancel the order in its entirety.

ANTI-TRUST: By entering into a contract, the vendor 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.

10. **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

11. 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.

12.

13. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, Request for Quotation , the signed bid/proposal submitted by the vendor, the Town of Vienna's standard Purchase Order, any approved change orders issued, specifications, the Mandatory/Special Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.
14. **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 vendor is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255 6321. The BPOL License number must be indicated on the submitted bid form.
15. **ANTI-DISCRIMINATION:** By acceptance of this agreement the vendor certifies 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 .
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.
- By acceptance of this agreement, vendors 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 vendor, supplier, manufacturer or subcontractor in connection with their bid, proposal, or quote 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.
17. **CRIMINAL SANCTIONS:** The provisions referenced in Ethics of Public Contracting 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.
18. **APPLICABLE LAW AND COURTS:** This agreement 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.
19. **INSURANCE:** The vendor shall provide the Purchasing Agent 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 VA 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
Automobile Liability--\$500,000.00 Combined Single Limit.
20. **DEBARMENT STATUS:** By acceptance of this agreement, vendors 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.

TOWN OF VIENNA

Request For Waiver

Req #	Dept DPW	Date 6/7/17	Dept Head Signature <i>[Signature]</i>	Proposed Vendor Advanced Building Services	Amount \$ 22,562.00
A Request For Waiver is required by the Town's Procurement Policies and Procedures. Check the box below that applies to the proposed purchase.					
Sole Source/Proprietary		<input type="checkbox"/>	Emergency Procurement	<input checked="" type="checkbox"/>	Waive Purchase Procedures
					<input type="checkbox"/>

CHECK JUSTIFICATION(S) BELOW THAT APPLY TO THE PROPOSED PURCHASE AND SUPPLY DOCUMENTATION/EXPLANATION AS REQUIRED

- ☐ 1. Commodity/Service is from the original manufacturer or provider. There are no other distributors. (Findings must be documented below or attached)
- ☐ 2. The product is an integral part of existing equipment. Other brands not interchangeable. (State manufacturer and model number of existing equipment below.)
- ☐ 3. Only known product that meets the specialized needs of the department to bring about continuity of results. (Explain in detail below or attached)
- ☐ 4. Staff has had extensive training and/or experience with the product. Purchase of other than proposed product would incur substantial cost in re-training. (Explain in detail below or attached)
- ☒ 5. Purchase of this item/service is of an urgent nature because it is essential to public health & safety. (Describe in detail below)
- ☐ 6. Unable to obtain 3 or more quotes for item/service (Explain in detail below or attached)
- ☒ 7. None of the above apply. (State justification below and explain in detail)

Explanation:

DPW Building Maintenance is requesting an emergency waiver to allow Advanced Building Services to replace the existing Trane model YCD151C4HCAA main rooftop unit. The A/C Rooftop Unit at Northside Property Yard went completely out over the weekend. Advance Building Services (ABS) has been maintaining this unit and has advised us (The Town) that this unit is on its last leg about a week ago, and Building Maintenance did not anticipate that it would be so soon.

Building Maintenance asked ABS for a quote for replacement thinking there was time to plan for it, but the need is now. Building Maintenance is asking for an emergency purchase to replace this unit, there is a three-week lead-time for shipment and that does not include travel time. Therefore, would not count on the installation by June 30, 2017. DPW is utilizing Advanced Building Services per terms, conditions and specifications of IFB 12-12 and quote dated 06/02/17.

Funds will come from account: 100-104-1041-14320-43308

Date Council To Consider Award: 07/10/17

Reviewed by: *[Signature]* Date: 6/8/17 Reviewed by: _____ Date: _____
Purchasing Agent Town Attorney

Reviewed and Approved by: *[Signature]* Date: 6/8/17
Finance Director

Reviewed and Approved by: *[Signature]* Date: 06/08/17
Town Manager

TOWN OF VIENN

MEMORANDUM

TO: Mike Gallagher, Director of Public Works

FROM: Chad Charles, General Maintenance Supervisor

DATE: June 5, 2017

SUBJECT: A/C Rooftop Unit

The A/C Rooftop Unit at Northside Property Yard went completely out over the weekend. Advance Building Services (ABS) has been maintaining this unit and has advised us (The Town) that this unit is on its last leg about a week ago, and I did not anticipate that it would be so soon.

I had asked ABS to get me a quote for replacement thinking we had some time to plan for it, but the need is now. I am asking for an emergency purchase to replace this unit, there is a three-week lead-time for shipment and that does not include travel time. Therefore, I would not count on the installation by June 30, 2017.

Cc:

Mercury Payton, Town Manager

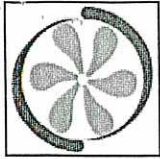
David Donahue, Deputy Director of Public Works

Rana Rose, Director of Finance

Marion Serfass, Deputy Director of Finance

Gina Gilpin, Purchasing Agent

Jonathan Wooden, Operations Superintendent



Advanced Building Services, Inc.

23475 Rock Haven Way, #135 • Sterling, VA 20166

Phone 703.661.4280 • Fax 703.661.4282

June 02, 2017

Mr. Chad Charles
Northside Property Yard
600 Mill Street, NE
Vienna, VA 22180

P-219

Ref: RTU Replacement

Dear Mr. Charles,

This proposal is for the replacement of the existing Trane model YCD151C4HCAA main rooftop unit. Circuit # 1 on this unit has a refrigerant leak. This unit is 16 years old and has surpassed its life expectancy. Due to the age and current condition of this unit our recommendation is for replacement. This unit is currently being controlled with a Trane VeriTrac central control panel. This older control panel does not have a display for programming so we will be providing a new control panel with display so that equipment parameters can be set. Note the replacement equipment has a 3 week lead time from the factory.

PROPOSAL

We will provide materials and labor to perform the following:

1. Remove refrigerant from unit using standard EPA approved methods and dispose of properly.
 2. Disconnect electrical and ductwork from unit, and remove unit from rooftop via crane service.
 3. Provide and install a Trane model YHD150G4RHB packaged gas/electric 12.5 ton 460 volt 3ph. rooftop unit via crane service onto **new curb adapter** This is a high efficiency unit with a factory installed economizer, enthalpy control, barometric relief, crankcase heaters, VariTrac communication interface and factory installed disconnect switch.
 4. Provide any necessary new gas piping to connect to existing gas supply.
 5. Make all electrical and ductwork connections to unit.
 6. Set VariTrac controller to manufacturer's specifications.
 7. Provide and install a new condensate drain line to roof drain.
 8. Charge system as per manufacturer's specifications.
 9. Startup system and check for proper operation.
 10. Work will be done during regular hours of 7:00AM and 5:00PM Mon.-Fri.
- Warranty:** 1 year parts/ 5 years compressor and heat exchanger/ 1 year workmanship

TOTAL PRICE: \$22,562.00

Payment to be made as follows: A 50% deposit is due upon acceptance of this proposal with the balance due upon job completion. A service charge of 1 ½ % per month (annual percentage rate of 18%) will be added monthly on invoices unpaid 30 days after billing. Proposal may be withdrawn if not accepted in thirty (30) days.

Submitted by:
Steve Ritterpusch
Business Development

Read and accepted by:

Signature

Date

Print Name

ADVANCED BUILDING SERVICES, INC.

A/C • Heating • Bldg. Engineers

Essential Services, Exceptional Quality

23475 Rock Haven Way #135

Sterling, Virginia 20166

(703) 661-4280

Fax (703) 661-4282

TO

Northside yard

600 Mill St

Vienna VA 22180

DATE 5/3/17		JOB NO. 1-217	
PROJECT			
LOCATION			
CONTRACTOR		OWNER	
WEATHER		TEMP.	°at °at AM PM
PRESENT AT SITE Zak			

THE FOLLOWING WAS NOTED:

> 4/30/17 During PM found main RTU circuit #1 has a leak and is stat on charge. Advised facilities and quoted to replace unit.

5/3/17 No A/C call: Found main RTU circuit #2 had been over worked running at half capacity. Compressor leads burned, contactor melted shut and blew the overload on the compressor. Unit is inoperable and needs to be replaced.

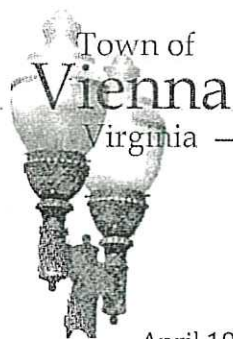
Zak

>

COPIES TO _____

FIELD REPORT

SIGNED _____



Purchasing Office

April 19, 2016

Advanced Building Services, Inc.
Attn: Mike Kaminski
23475 Rock Haven Way #135
Sterling, VA 20166

SUBJECT: Town of Vienna Contract Renewal

Reference: Contract IFB 12-12, HVAC Maintenance, Inspection, and On Call Service
Northside Property Yard

Dear Mr. Kaminski:

The subject contract expires on June 30, 2016. In accordance with the provisions of IFB 12-12, the Town of Vienna wishes to renew the contract for the fourth (4th) of four (4) one-year renewal options, for the period of July 1, 2016 through June 30, 2017.

The Town requests this renewal at the current contact rates, as listed in the attached copy of the bid. If you agree to these terms, please sign below and return to the Purchasing Department no later than April 29, 2016. Upon approval by the Town Council at a later date, a Purchase Order for the renewal period will be sent to you.

If you wish to request a price increase, please submit justification for your request, in writing, no later than April 29, 2016, and I will forward your request to the department for consideration. Per the terms of the IFB, any change in pricing shall not exceed the percentage for the most recent twelve (12) months of the CPI-U rate for this region.

If you have any questions, please call me at 703-255-6359.

Sincerely,

Gina M. Gilpin, CPPB
Purchasing Agent
ggilpin@viennava.gov

Enclosure

Mike Kaminski
Advanced Building Services, Inc.



Town of Vienna, VA
Purchasing Office
127 Center Street S
Vienna, Virginia 22180

SECTION . OFFICIAL TOWN BID FORM

**IFB 12-12 HVAC MAINTENANCE, INSPECTION, AND ON CALL SERVICE
NORTHSIDE PROPERTY YARD**

Vendor Name: Advanced Building Services, Inc.

Address: 23475 Rock Haven Way, #135
Sterling, Va. 20166

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions and specifications of IFB 12-12.

Qty & Unit	Item and Description	Unit Price	Extended Price
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Monthly Maintenance Inspections

10 months	Northside Property Yard 600 Mill St, NE	\$ <u>230.00</u> /mo	\$ <u>2,300.00</u>
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Bi-Annual Comprehensive Inspections

2	Northside Property Yard 600 Mill St, NE	\$ <u>1,380.00</u> /ea	\$ <u>2,760.00</u>
	TOTAL (Monthly Maintenance & Inspections)		\$ <u>5,060.00</u>
	List Price Discount on Parts	<u>30</u> %	
	Labor Rate \$ <u>85.00</u> x 500 hours (est) <i>Regular time</i>		\$ <u>42,500.00</u>
	TOTAL BID (maintenance & inspections & labor hours est)		\$ <u>47,560.00</u>

RETURN BID FORM IN DUPLICATE. All addendums that have been issued shall be returned with the bid. It is the responsibility of the bidder to ensure that it has received all addendums.