



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 # **20170222-00**

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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See Shipping Information Below

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				17000257		See Shipping Information Below	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
08/31/2016	626					BUILDING MAINTENANCE	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	BPO FOR HVAC MAINTENANCE  The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	BPO FOR MONTHLY HVAC MAINTENANCE @ TOWN HALL <b>100-104-1041-14320-43304-</b> <b>\$8,628.00</b> <i>Ship To:</i> TOWN OF VIENNA - PUBLIC WORKS, NORTHSIDE PROPERTY YARD, 600 MILL STREET NE VIENNA VA 22180			12.0	MTH	\$719.000	\$8,628.00
2	ARC WATER TREATMENT - BI-ANNUAL <b>100-104-1041-14320-43304-</b> <b>\$3,100.00</b> <i>Ship To:</i> VIENNA TOWN HALL, 127 CENTER STREET S, VIENNA VA 22180			2.0	EA	\$1,550.000	\$3,100.00
3	ENERGY MANAGEMENT SYSTEM - QUARTERLY <b>100-104-1041-14320-43304-</b> <b>\$6,845.00</b> <i>Ship To:</i> VIENNA TOWN HALL, 127 CENTER STREET S, VIENNA VA 22180 PER TERMS, CONDITIONS, AND SPECIFICATIONS OF IFB 15-08. THE PERIOD OF AGREEMENT IS 07/01/2016 TO 06/30/2017.			4.0	QTR	\$1,711.250	\$6,845.00

By *Gerard M. Shepin*  
Purchasing Agent

PURCHASING COPY

Total Ext. Price  
PO Total

\$18,573.00  
**\$18,573.00**

**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.

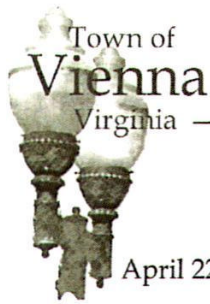
**ANTI-TRUST:** By entering into a contract, the vendor conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating 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.



April 22, 2015

**CONTRACT MODIFICATION TO IFB 15-08  
HVAC MAINTENANCE, INSPECTION AND ON-CALL SERVICE  
VIENNA TOWN HALL**

**Vendor: Advanced Building Services, Inc.**

As approved by Town Council on April 13, 2015, the following additional services are hereby added, and effective, as of this date, to IFB 15-08. These additional services shall be in place for the remainder of the contract term and on all subsequent contract renewals.

**Service Agreement for Chemical Water Treatment of Tower and Closed loops**

Provider: ARC Water Treatment

Yearly Total Costs for Services: \$3,100.00

Provide a Complete Water Treatment Service rendered by trained personnel according to water treatment industry standards. This service is designed to control and inhibit corrosion, pitting, scale formation and biological growth on those metal surfaces in continuous contact with the water.

1. Complete Water Treatment Services to the Cooling Tower, Chilled Water, and Hot Water Heating Systems:
  - a. Service cooling tower system monthly for the term of this agreement.
  - b. Closed systems will be serviced on a monthly schedule. (See months of operation).
  - c. Arc will furnish and apply treatment chemicals including two alternating microbiocides. Arc does not supply glycol.
  - d. Inspect and adjust the water treatment equipment. Water treatment equipment is defined as, but not necessarily limited to, chemical feed tanks, by-pass feeders, chemical and biocide injection pumps, solenoid valves, control panels, time clocks, agitators and water meters as applicable.
  - e. Endeavor to maintain proper chemical concentrations based on normal system operation while optimizing water consumption.
  - f. Collect and analyze water samples and submit water analysis report.

Page 2

Provide a Legionella Analysis Service to monitor system water for Legionella pneumophila two (2) times a year (June & August).

Samples will be obtained and analyzed at the intervals indicated and a typed analysis report will be mailed to the appropriate individual. In the event that the analysis is above recommended levels, appropriate corrective action shall be recommended.

SYSTEM	LOCATION	SAMPLING FREQUENCY
Cooling Tower	Ground	June and August

Service Agreement for Energy Management System

Provider: S&W Controls, Inc.

Yearly Total Costs for Services: \$6,845.00

Scope:

Provide all necessary labor and material to perform quarterly preventative maintenance on the building automation system servicing Vienna Town Hall, 127 Center Street S, Vienna, VA. This will include the following:

- Provide and install all software updates and upgrades for FX supervisory controller
- Review and release all overrides
- Review and analyze alarm console for possible system failures
- Clear alarms in the alarm console
- Check FX platform for system errors
- Check for field controller communication errors
- Provide critical system trends for all AHU's for the previous 7 days
- Provide point summary for all units
- Replace failed temp sensors

Excludes:

- Service calls and/or additional repairs
- Overtime
- Cutting, patching and painting
- Deficiencies now not visible, but may be uncovered while performing the PM
- The handling of materials that may be deemed hazardous in nature

All material is guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner.

*Note: The labor and repairs not covered under this agreement will be billed at \$135.00 per hour for straight time, \$195.00 per hour for overtime, with a \$65.00 trip charge. These charges will be billed separately from the contract. Remote internet access must be provided by the customer.*

Page 3

All other terms, conditions, and specifications of IFB 15-08 remain the same.

Any vendor other than Advanced Building Services may not invoice the Town for the services listed in this contract modification.

Town of Vienna, Virginia

By:

(Signature)

Mercury T. Payton, Town MANAGER

Name & Title

Date

05/04/15

Advanced Building Services, Inc.

By:

Michael A. Kaminski

Name & Title

President

5/1/15

Date



**INVITATION FOR BID SUMMARY REPORT  
AND AWARD RECOMMENDATION**

Date: November 3, 2014

**Bid Number and Title:** IFB 15-08 HVAC MAINTENANCE, INSPECTION, AND  
ON CALL SERVICE - VIENNA TOWN HALL

**Bid Opening Date and Time:** October 29, 2014, 11:00 AM

**Bids Opened by:** Gina Gilpin, Purchasing Agent

**Witnessed by:** John Jay Sergent, Chad Charles

**Total Bids Received:** Two (2)

On October 22, six (6) vendors attended the mandatory pre-bid meeting and tour of the HVAC systems at Town Hall. Two (2) vendors responded to the IFB: Advanced Building Services, and Air Novations, LLC.

The Bid Tabulation (attached) shows the bid results, monthly. The number of hours (250) used to calculate the total for the labor rate was an estimate only.

Advanced Building Services, Inc., is the low bidder with a total bid amount of **\$29,878 (\$719 monthly, \$8,628 annually)**. Advanced Building Services has been determined to be a responsive and responsible bidder.

Award is recommended to be made to:

Advanced Building Services, Inc.  
23475 Rock Haven Way, Ste 135  
Sterling, VA 20166

The contract period for will begin on December 1, 2014.

**THE TOWN OF VIENNA, VIRGINIA**

**BID NUMBER: IFB 15-08**  
HVAC Maintenance, Inspection, and On Call Service - Vienna  
Town Hall

**OPENING DATE: 10/29/145 @11:00 AM**

**OPENED BY: GINA GILPIN**

**WITNESS: John Jay Sergeant, Chad Charles**

		Advanced Building Service 23475 Rock Haven Way, #135 Sterling, VA 20166		Air Novations LLC 14420 Dowder Downs Dr Haymarket, VA 20169	
<b>Monthly Maintenance</b>		<b>EACH</b>	<b>ANNUAL</b>	<b>EACH</b>	<b>ANNUAL</b>
12	Month	\$719.00	\$8,628.00	\$2,790.00	\$33,480.00
<b>Total</b>		<b>\$719.00</b>	<b>\$8,628.00</b>	<b>\$2,790.00</b>	<b>\$33,480.00</b>
List Price Discount on Parts		30%		5%	
Labor Rate x 250 hours		\$85.00	\$21,250.00	\$90.00	\$22,500.00
<b>TOTAL BID</b>			<b>\$29,878.00</b>		<b>\$55,980.00</b>