



TOWN OF
VIENNA
since 1890

Purchasing Office

REQUEST FOR PROPOSAL

RFP NUMBER: 20-04

RFP SUBJECT: VIENNA COMMUNITY CENTER IRRIGATION SYSTEM INSTALLATION

**PROPOSALS SHOULD BE
SUBMITTED TO:**

Purchasing Agent
Town of Vienna – Vienna Town Hall
127 Center Street, S.
Vienna, Virginia 22180

**MANDATORY PRE-PROPOSAL
MEETING:**

OCTOBER 11, 2019 @ 11:00 AM

**SEALED PROPOSALS
DUE DATE AND TIME:**

OCTOBER 18, 2019 @ 11:00 AM

All inquiries should be made, in writing, to Gina Gilpin, Purchasing Agent, at ggilpin@viennava.gov by
October 15, 2019 AT 2:00 PM.

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

NAME & ADDRESS OF VENDOR:

_____ EEI/FIN NO: _____

SIGNATURE: _____ DATE: _____ TITLE: _____

PRINTED NAME: _____

TELEPHONE NO: _____ EMAIL: _____

REQUEST FOR PROPOSAL

RFP 20-04

VIENNA COMMUNITY CENTER IRRIGATION SYSTEM INSTALLATION

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1. ADVERTISEMENT

REQUEST FOR PROPOSAL

Sealed proposals will be received by the Town of Vienna, Virginia at the Purchasing Office, 127 Center Street, South, Vienna, Virginia 22180, for:

- **RFP 20-04 VIENNA COMMUNITY CENTER IRRIGATION SYSTEM INSTALLATION**
- **MANDATORY PRE-PROPOSAL MEETING OCTOBER 11, 2019 @ 11:00 AM**
- **PROPOSALS DUE: OCTOBER 18, 2019 @ 11:00 AM**

On the above proposal due date and at the time specified, proposals so received will be publicly opened and logged. Copies of solicitations are available online at www.viennava.gov and from the Purchasing Agent at the above address or by calling (703) 255-6359 during normal business hours (8:00 AM - 4:30 PM), daily except Saturday, Sunday, and Holidays.

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2. PURPOSE

The Town of Vienna is requesting proposals from qualified and licensed companies to install an underground commercial irrigation system to water the designated turf and shrub areas around the building and the parking lot islands at the Vienna Community Center, 120 Cherry Street, SE, Vienna, VA.

3. BACKGROUND

The Vienna Community Center was renovated, and an addition built, in 2017. Sod, trees and bushes were planted as part of the construction. In 2018, a large native plant garden was planted in front of the community center and also behind the community center.

4. SCOPE OF WORK

The installer of the irrigation system shall be responsible for the complete installation of the irrigation system.

Target dates for the project: Anticipated approval to award should be no later than December 10, 2019. Desired date for installation to be complete is on or around April 1, 2020. Spring system start-up completed by May 1, 2020.

- A) Irrigate all areas identified on the drawing.
- B) Connect to existing 2" main at ball fields and run approximately 350' of pipe from ball fields to community center. The contractor shall coordinate all work with town of Vienna for locating the existing irrigation pipelines.
- C) Install proper backflow protection RPZD 2"
- D) Blowout connection for winterization
- E) System must be capable of running multiple zones at once through programming of the controller that the contractor furnish.
- F) Install all sleeves and bore under parking lots and sidewalks
- G) Restoration of all disturbed areas to include topsoil and turf seeding.
- H) Install all materials and labor for all heads, pipe, controller and valves.
- I) Provide a detailed sketch of the proposed irrigation system with the proposal.
- J) Responsible for utility mark-offs.
- K) All sprinklers heads must be of the same manufacture.
- L) Warranty requirements will be submitted to the Town of Vienna upon substantial completion of work along with as built.
- M) All sprinklers, having adjustable nozzles, shall be adjusted for proper and adequate distribution of the water over the coverage pattern of the sprinkler.

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- N) The Contractor shall winterize the system and perform spring startup during the guarantee period. These functions shall be coordinated in advance with the town of Vienna.
- O) Verification of wire types and installation procedures shall be checked by the town of Vienna electrician, and shall conform to local codes.
- P) The outside cover of the valve boxes must have station number clearly stamp on the cover.
- Q) Contractor is responsible for obtaining any applicable permits.

Power is 115 VAC GFCI dedicated outlet by permission of the Town of Vienna.

The Town of Vienna shall be responsible for:

- 1. Providing the required size water meter based on the final design requirements.
- 2. Providing 115 VAC GFCI dedicated outlet
- 3. Water Supply: 2" 75 PSI

5. QUALIFICATION REQUIREMENTS

In the proposal, the vendor shall provide the names, addresses and telephone numbers of at least three (3) other firms or local governments for whom this type of work has been performed in the past five (5) years.

MANDATORY PRE-PROPOSAL MEETING: OCTOBER 11, 2019, @ 11:00 AM, at the Vienna Community Center, 120 Cherry Street SE, Vienna, VA. Only the vendors in attendance for the full pre-proposal meeting will be eligible to submit a proposal for this solicitation. No exceptions.

Contractor qualifications:

All of the following documentation or verification of the qualifications must be provided with your proposal in order to be considered responsive:

- a. Virginia Contractor's license showing a specialty in irrigation in continued force for the last 5 years
- b. Proof of General liability insurance
- c. Copy of certification of Certified Irrigation Contractor (CIC) license through industry recognized Irrigation Association located in Falls Church, Virginia. See Section 3.a.1.(5)
- d. Three verifiable references in Virginia to attest to the Contractor's ability to install irrigation systems of similar size and scope of work

Experience of individuals working for the Contractor will not be accepted as qualified job submittals. Experience must come from the company. Omission of any required information will be grounds for disqualification.

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Contractor's primary business is to be irrigation installation. Primary defined as 60% of the Contractor's business is to be derived from irrigation installation. Verification may be required.

Contractor must have in-house capability and experience with system programming, troubleshooting and maintenance repairs and the required hardware and software to perform those services.

Conform to applicable codes for piping and component requirements.

The Town of Vienna will consider, in determining the qualifications of a bidder, its record in performance of any contracts for the services into which it 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 his 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.

6. EVALUATION CRITERIA

Proposals will be evaluated by the Town's evaluation committee using the following criteria:

1. Experience to do the work as described (20%)
2. Completeness of proposal submission (10%)
3. Proposed solution for irrigation system and installation (30%)
4. References (10%)
5. Timeline for completion (15%)
6. Proposed total cost (15%)

7. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. **RFP RESPONSE:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the Purchasing Office, 127 Center Street S, Vienna, VA 22180, no later than the date and time specified in this document. Late proposals will not be considered. No other distribution of proposals shall be made by the Offeror.
2. **PROPOSAL PREPARATION:** Proposals must be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Town at its discretion. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on

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completeness and clarity of context. **Each copy of the proposal should be bound in a single volume. No hard covered, three ring binders, please.**

3. **ORAL PRESENTATION:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. The Purchasing Agent will schedule the date, time and location of these presentations. Oral presentations are an option and may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC REQUIREMENTS

1. Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following as a complete proposal:
 - a. RFP cover page, as well as any Addendums that may have been issued, signed and completed as required.
 - b. Letter of interest outlining your experience and background.
 - c. Time line expected for project completion.
 - d. Name, email address and phone number for three clients you have worked with over the past 2 years, who may be contacted as references.
 - e. Documents listed in Section 5, Qualification Requirements
 - f. Warranty information for the materials.
 - g. Irrigation drawing showing proposed plan and solution for irrigation installation.
 - h. Seasonal Maintenance Options, if any.
 - i. Estimated cost to complete the project.

8. AWARD OF CONTRACT

The Town of Vienna Evaluation Committee shall engage in individual discussions with two (2) or more of the Offerors deemed fully qualified by the Evaluation Committee. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff qualifications pertinent to the proposed project, as well as alternate concepts.

At the discussion stage, the Town may discuss non-binding estimates of total project costs including, but not limited to non-binding estimates of cost of services.

Proprietary information from competing Offerors shall not be disclosed to the public or to the competitors.

At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Evaluation Committee, shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed more meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town of Vienna can be negotiated at a price considered fair and reasonable, the Town Council shall be advised and make the award to that offeror. Otherwise, negotiations with

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the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The award will be made to the responsible Offeror whose proposal, conforming to the solicitation, is the most advantageous and represents the best value to the Town of Vienna, costs and other factors considered.

The Town, as a municipal corporation of the Commonwealth of Virginia, is obligated and bound by the terms of this Agreement only to the extent that funds are lawfully appropriated therefore and are allocated and available to pay its obligations hereunder. In the event that and at such time as funds have not been appropriated or are not allocated and available to pay the Town's obligations under this Agreement, then the Town shall not be liable for any obligation to pay for the services referred to in this Agreement.

It is expressly agreed and understood that the selected firm is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the Town. The contract specifies the work to be done by the firm, but the method to be employed to accomplish the work shall be the responsibility of the firm.

9. CONTRACT TERM

The term of this contract shall be from the date of award until the project is completed.

10. SPECIAL TERMS AND CONDITIONS

Precedence of Terms: In the event that there is a conflict between the General Terms and Conditions and any Special Terms and Conditions used in this section, the Special Terms and Conditions shall apply.

- A. Mandatory Use of Town Forms and Terms and Conditions: Failure to submit a proposal accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the Town of Vienna reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a proposal should be considered as non-responsive.

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

All addenda must be signed and submitted with your bid.

- B. Ownership of Material: Ownership of all data, materials and documentation originated and prepared for the Town of Vienna pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets and proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the

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protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

- C. Default: In case of failure to deliver services in accordance with the contract terms and conditions, the Town of Vienna, after due oral or written notice, may procure them from other sources and hold the Consultant 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.
- D. Obligation of Offeror: By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- E. Withdrawal/Modification of Proposals: Proposals may be withdrawn or modified by written notice received from Offerors prior to the time fixed for proposal receipt.
- F. Receipt and Opening of Proposals: In the case of proposals received in response to a Request for Proposals, public openings are not required; however, if a public opening is held, only the names of the Offerors are read aloud.
- G. Qualifications of Offerors: The Town of Vienna may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Town of Vienna all such information and data for this purpose as may be requested. The Town of Vienna reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town of Vienna further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- H. Debarment Status: By submitting their proposals, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- I. 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 consultant. Any contract cancellation notice shall not relieve the consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. Rights of the Town of Vienna: The Town of Vienna further reserves the right to request information relative to experience, reference and/or financial status of a firm.
- K. Conflict of Interest: The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

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- L. Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the Insurance Checklist within ten (10) days of notification of award. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner reserves the right to require the Firm to furnish the certificates of insurance for coverage required to the Procurement Division.

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.)

Commercial general liability - \$500,000 each occurrence/\$1,000,000 aggregate

Automobile comprehensive liability - \$1,000,000 each occurrence

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

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.

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

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.

- M. Ownership of documents: Any reports, studies, photographs, negatives or other documents prepared by the Offeror in the performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted, without restriction, to the Owner by the Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Offeror's obligations under this contract without the prior written consent of the Owner.

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SECTION 11. GENERAL TERMS AND CONDITIONS

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

SUBJECT TO STATE, 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.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.
4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.

8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **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. **USE OF BRAND NAME OR EQUAL:**
 - 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 clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
 - 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.
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address,

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Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

12. **TRADE SECRETS/PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal 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).

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

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

14. **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.

15. **TOWN'S RIGHT TO TERMINATE THE CONTRACT:** The Contract may be terminated by the Town for any one of the following reasons:

- 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.
- 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.
- 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;
- 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;
- 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.
- 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.

- 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.
 - 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.
 - Termination of the contract under this section is without prejudice to any rights or remedies of the Town.
 - 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.
 - 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.
 - 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.
16. **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.
17. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
18. **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.
19. **NEGOTIATION WITH THE LOWEST BIDDER:**
- 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.
 - 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.
 - 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.
 - If the Town and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

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20. 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 attorneys 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.

21. 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.

22. 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.

23. ANTI-TRUST: By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract.

Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.
30. **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 thirty-thousand dollars (\$30,000.00) or more.

The Purchasing Agent will award all contracts less than thirty-thousand dollars (\$30,000.00).

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

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

Town of Vienna
ATTN: ACCOUNTS PAYABLE
127 Center St., S.
Vienna, VA 22180.

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

33. **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.

34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offers 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.

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

By submitting their bids/proposals, all bidders/offers 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.

36. **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.

37. **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

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brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

38. **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.

39. **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.
40. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.
41. **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.
42. **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.

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

43. RECORD RETENTION/TOWN AUDITS:

- a) The successful bidder shall retain, during the performance of the contract and for a period of three (3) 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

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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.

44. **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.

45. **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 Purchasing Agent.
- b) The submission of a bid shall indicate that the Bidder thoroughly understands the terms and conditions of the IFB.

46. **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) The bid form contains a signature line for the bidder that must be signed when submitting a bid. The signature certifies the bidder is an agent of officer authorized to bind the Contractor to the terms and conditions of the IFB.

47. **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: Purchasing Agent. Faxed inquiries to the Purchasing Department fax number will also be

accepted. 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 his Bid as submitted. All addenda so issued shall become part of the Contract Documents.

48. **INSURANCE:** The Contractor 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 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.

49. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:**

- a) The successful Bidder's/Officer's insurance shall cover the bidder/officer 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

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applicable under the terms of the standard Worker's Compensation Policy.

50. 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.

- 51. **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.
- 52. **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.
- 53. **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.

PLANT LIST					
Qty.	Key	Common Name	Size	Condition	Spacing
TREES					
20	TBN	<i>Betula nigra</i> 'Dura Heat'	River Birch	12 ft. ht.	B&B As shown
13	TPA	<i>Plantanus x aceriflora</i> 'Bloodgood'	London Plane	2" cal.	B&B As shown
17	TPO	<i>Prunus</i> 'Okame'	Okame Cherry	2" cal.	B&B As shown
5	TQP	<i>Quercus phellos</i> 'Hightower'	Willow Oak	2" cal.	B&B As shown
4	TSJ	<i>Sophora japonica</i>	Scholar Tree	2" cal.	B&B As shown
2	TSX	<i>Syrax japonicus</i>	Japanese Snowbell	8 ft. ht.	B&B As shown
14	TVA	<i>Vitex agnus-castus</i>	Chaste Tree	8 ft. ht.	B&B As shown
SHRUBS					
45	SDE	<i>Dennstaedtia Erythrosora</i>	Autumn Fern	2 gal.	container As shown
12	SFG	<i>Fothergilla gardenii</i> 'Blue Shadow'	Fothergilla	10 gal.	container As shown
24	SIG	<i>Lilx glabra</i> 'Nigra'	Inkberry	5 gal.	container As shown
28	SHA	<i>Hydrangea arborescens</i> 'Incrediball'	Smooth Hydrangea	5 gal.	container As shown
322	SRA	<i>Rhus aromatica</i> 'Gro-Low'	Dwarfsumac	5 gal.	container As shown
144	SRD	<i>Rhododendron</i> 'Delaware Valley'	Delaware Valley Azalea	5 gal.	container As shown
11	SYF	<i>Yucca filamentosa</i> 'Color Guard'	Adam's needle	3 gal.	container As shown
32	SN	<i>Spiraea nipponica</i> 'Snowmound'	Spiraea	3 gal.	container As shown
43	SND	<i>Nandina domestica</i>	Heavenly Bamboo	5 gal.	container As shown
PERENNIALS					
142	PAH	<i>Acanthus hungaricus</i>	Bear's Breeches	1 gallon	container 18" o.c.
4339	PAN	<i>Anemone x hybrida</i> 'Andrea Adkinson'	White Anemone	1 quart	container 12" o.c.
4850	PAT	<i>Amonsia tabernaemontana</i> 'Blue Ice'	Bluestar	1 gallon	container 12" o.c.
1348	PHE	<i>Heuchera macrorhiza</i> 'Autumn Bride'	Coral Bells	1 quart	container 12" o.c.
291	PHO	<i>Helleborus orientalis</i> 'Royal Heritage'	Lenten Rose	1 gallon	container 16" o.c.
492	PHP	<i>Hosta plantaginea</i> 'Aphrodite'	Plantain Lily	1 gallon	container 16" o.c.
GROUND COVER					
5872	GCA	<i>Carex morrow</i> 'Ice Dance'	Japanese Sedge	1 quart	container 12" o.c.
501	GCB	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Feather Reed Grass	1 gallon	container 18" o.c.
2135	GCK	<i>Carex bicknellii</i>	Bicknell's Sedge	1 quart	container 12" o.c.
1802	GHC	<i>Hypericum calycinum</i>	St. John's Wort	1 gallon	container 18" o.c.
602	GJC	<i>Juniperus chinensis sargentii</i> 'Glaucia'	Blue Sargent	1 quart	container 18" o.c.
2797	GLS	<i>Liriope muscari</i>	Lily Turf	4" pot	container 12" o.c.
203	GPV	<i>Panicum virgatum</i>	Switchgrass	1 gallon	container 24" o.c.
VINES					
48	VHA	<i>Hydrangea anomala subsp. petiolaris</i>	Climbing Hydrangea	1 gallon	container 24" o.c.
51	VBC	<i>Bignonia capreolata</i> 'Tangerine Beauty'	Crossvine	1 gallon	container 24" o.c.
6	VCH	<i>Clematis</i> 'Henryi' White	Clematis	1 gallon	container 24" o.c.

SYMBOL LEGEND

CONCRETE PAVING

PERMEABLE CONCRETE PAVING

ASPHALT PAVING

BIKE RACK

LAWN

SHRUBS AND PERENNIALS

NEW LARGE SHADE TREE

MULTI-STEM PLANTINGS

EXISTING TREES TO REMAIN

