

INVITATION FOR BID

IFB NUMBER: **12-08**

IFB SUBJECT: **LEAK DETECTION EQUIPMENT**

BID OPENING: **November 2, 2011 AT 11:00 AM**

PUBLIC OPENING: PURCHASING OFFICE
TOWN HALL - TOP FLOOR
127 CENTER STREET, SOUTH
VIENNA, VIRGINIA 22180

Inquiries concerning this Invitation For Bid shall be submitted, *in writing*, to:

Purchasing Agent
127 Center St., S
Vienna, VA 22180
ggilpin@viennava.gov

NOTICE TO RECIPIENT

Your name appears on the Town of Vienna bidders listing or has been identified as a potential bidder desiring to receive Invitations for Bid for the commodity/service named above. Failure to respond to this invitation with either a bid proposal or a "no bid" may result in the removal of your firm's name from the referenced commodity/service listing. If "no bid", state the reason and return the bid form to the Purchasing Agent.

POLICY OF NON-DISCRIMINATION: This Invitation For Bid will be made available in large print or on audio cassette upon request by calling (703) 255-6359 (Voice) or TTY 711.

INVITATION FOR BID
IFB 12-08
LEAK DETECTION EQUIPMENT

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SECTION 1. ADVERTISEMENT

INVITATION FOR BID

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

- **IFB 12-08 – LEAK DETECTION EQUIPMENT**
- **Bid Opening Date: November 2, 2011, at 11:00 AM**

Copies of solicitation are available 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. These will also be available on the Purchasing Section of the Town's Web Site (www.viennava.gov)

PUBLICATION:
THE EXAMINER
October 18, 2011

IFB 12-08 LEAK DETECTION EQUIPMENT

SECTION 2. PURPOSE

The purpose of this Invitation for Bid (IFB) is to obtain bids for the purchase of a complete leakage control system for the Town of Vienna's Department of Public works, per the specifications in set forth in this IFB.

SECTION 3. SPECIFICATIONS

Leakage Control System manufactured by Fluid Conservation Systems Inc. or approved equivalent.

The leakage control system shall consist of the following main components:

- 1) Permalog+ and Patroller II Leak Noise Logger System
- 2) AC Digital Leak Noise Correlator
- 3) Xmic Portable Ground Microphone System
- 4) Four-Day Leak Detection Training Course

1) Permalog+ and Patroller II Leak Noise Logger System

General

1	Intelligent leak noise logger with data acquisition via radio transmission
2	Kit of <u>10</u> loggers including patroller unit
3	System must have compatibility with Neptune, Badger, Sensus, or Datamatic automated meter reading systems.
4	Optional data acquisition methods to include SMS, or PermaNet fixed radio.

Logger Specifications & Features

1	Logger diameter no greater than 2.5 inches
2	Logger height including antenna no greater than 6 inches
3	Logger weight no less than 1.5 lbs (700g)
4	Internal lithium battery supply lasting at least 5 years under normal operating conditions
5	Factory replaceable battery. <i>Units with non-replaceable battery are not acceptable.</i>
6	Deployment hook for easy placement in standard valve box
7	Stainless steel sensor assembly

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8	Rare earth magnet for secure valve attachment. Magnet to be protected by stainless steel cover
9	Visible LED indicator displaying leak status and logger activation. Loggers with no visual confirmation method are not acceptable.
10	Environmental protection to IP68 standards tested to at least 12 foot depth for 72 hours
11	Includes optional 6' antenna extension for greater radio range. Cable length can be specified longer if requested
12	Internal radio transmitter approved by FCC
13	If specified for AMR compatible logger, unit will have UI1203 three-wire interface to communicate to MIU/MTU
14	Simple activation via magnetic field. Units activated via repositioning of logger are not acceptable.
15	Transmission of Leak / No Leak result
16	Transmission of logger identification number
17	Transmission of noise level and noise spread to determine result quality
18	Bi-directional communication with PC or Patroller via radio link
19	User configurable via radio link
20	Ability to request & receive current measurement of noise, sensor status, battery voltage, and real time clock via radio link
21	Aqualog mode for multiple logs per night
22	Minimum 29 day history stored in logger that can be downloaded on request via radio link
23	Reprogrammable firmware capability for feature upgrades, whilst in situ via radio link

Patroller / Radio Receiver Specifications

1	Dedicated 914 MHz, license free receiver module with re-chargeable Lithium-ion battery
2	Battery charge life of at least 30 hours
3	Bi-directional radio communication with Permalog+ units
4	Patroller module communicates via Bluetooth to PDA, Smartphone, or PC for visual output and operation
5	Injection molded, high strength ABS, weather resistant housing, Environmental Protection to IP 54 standards
6	Military-spec connectors for PC and charging inputs
7	High visibility LED for on-off status
8	Capable of charging battery from 12 Volt vehicle supply
9	Dimensions no greater than 8" x 6" x 3"
10	Re-programmability for future upgrades
11	Audio alert of Leak / No Leak result
12	Audio alert of data acquisition

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13	Weight no greater than 2.25 Lbs.
14	Environmentally protected Full function PDA with Microsoft Windows Mobile software version 5.0 or higher
	<ul style="list-style-type: none"> • 520 Mhz PXA270 processor • Size: 6.5" length x 3.5" wide x 1.7" thin (165 x 89 x 43 mm) • Weight: 17 oz (482g) • IP67 waterproof and dustproof • Tested to MIL-STD810F for water, humidity, sand and dust, vibration, altitude, shock, temperature • Shockproof: multiple drops from 5 ft (1.5 m) onto concrete • Internal Bluetooth® wireless technology option, 2.0 +EDR, Class 1, range 30 feet (10-meters)
	Ports <ul style="list-style-type: none"> • COM 1, RS-232C 9-pin sub D connector with 5VDC power on DTR pin • USB Host - Mini A • USB Client - Mini B • 12 VDC @ 800mA power in, 10 - 18 V unregulated
	Memory and Data Storage <ul style="list-style-type: none"> • 128MB RAM • 256MB or 512MB internal storage options • Compact Flash slot (Type I or Type II) • SD/SDIO support • CF and SD slots user accessible
15	PDA pre-loaded with FCS Patroller 2 software
16	Magnetic roof-mount antenna included
17	Hard sided, protective transit case

PDA Software Specifications

1	Display of Leak / No Leak result on screen
2	Display of logger identification number on screen
3	Display of time and date of data acquisition
4	Display of logger intersection location on screen
5	Display of Noise spread and Noise level for each logger
6	Display of Logger history
7	Display of noise histograms
8	Display of multiple logs per night
9	Configuration tool for logger & communications unit
10	Capable of upload and download of logger results to personal computer
11	Database storage & management for at least to 10,000 readings
12	Data analysis on PDA

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13	Remote display on PC
14	Ruggedized case option
15	GPS integration

2) AC Digital Leak Noise Correlator

Sensor Specification

1	Analog to Digital conversion executed <i>inside</i> the sensor housing. <i>Systems digitizing signal in pre-amplification radio or control unit are not acceptable.</i>
2	Dynamic range of at least 90dB
3	Frequency range of .1 – 4000 Hz
4	Water proof to international standard IP68
5	10' cable with military spec connectors <i>Sensors with cable permanently mounted are not acceptable</i>
6	Dimensions not to exceed 2" diameter and 7" height

Outstation Specification

1	Three outstations provided with system. <i>Systems with only two outstations not acceptable</i>
2	Single frequency digital transceiver utilizing UHF-band frequency. <i>900 MHz Spread Spectrum not acceptable</i>
3	Battery charge life of at least 18 hours
4	Batteries replaceable in the field
5	All external connectors designed to military specification
6	Water proof housing to international IP68 standards
7	Weight (including battery pack) not to exceed 2 pounds
8	Shock protection to withstand a five foot drop test

Correlator Control Unit

1	Purpose-built microprocessor design for the field environment. <i>Systems built around a Laptop PC or PDA format will not be considered.</i>
2	Full digital correlation process
3	Tri-correlation function for true velocity measurements (<i>User not required to enter pipe diameter or material</i>)
4	Frequency response from .1 Hz – 4000 Hz
5	“Instant – ON” correlation mode
6	Automatic, parametric filter selection
7	Manual filter selection option
8	Full Color VGA 6.5" display screen
9	Peak suppression feature
10	Data replay for off-site processing

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11	Memory capacity for up to 100 correlation files stored
12	User definable pipe types and velocities
13	Multiple pipe segments up to six segments
14	Remote monitoring and two-way communication with all three Outstations
15	Continuous battery life of at least 10 hours (without backlight)
16	Field replaceable battery pack
17	Multi language software selectable via menu
18	Self test and auto calibration on start-up
19	Remote technical diagnostics via modem
20	RS232 printer output to parallel printer
21	PC download capability via windows compatible software
22	External connectors to military specification
23	Environmental protection to international IP68 standards
24	Weight not to exceed 4 pounds
25	Must have ability to connect sensor cable directly to control unit for correlating directly from control unit to another sensor outstation.

3) *Xmic Portable Ground Microphone System*

1	Headphones must be compatible with AC Digital Correlator System
2	Environmentally protected to IP65 standard
3	Frequency response from 0 Hz to 3000 Hz
4	Control Unit not to exceed 2.3 pounds
5	High and Low pass filtering capability
6	Minimum of 25 total filter settings
7	LCD display with backlight feature for nighttime operations
8	High quality aviation-grade headphones for outside noise suppression
9	Rechargeable lithium ion battery to provide at least 50 hours per charge
10	Military spec Amphenol connectors for headphones and sensor
11	Waterproof membrane keypad with push-button control <i>Units with external knob controls are unacceptable.</i>
12	Steel Probe rod set to extend to a minimum of five feet
13	Protective transit case to house all components

4) *Training*

1	Manufacturer to provide four days of comprehensive training at customer's location.
2	Instructors of new operators must have a minimum of five years field experience in water distribution leak detection
3	Instructors of new operators must have a minimum of five years experience in training water utility personnel in the use of leak noise correlators.

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4	Instructors of experienced correlator operators must have a minimum of five years experience in training water utility personnel in the use of leak noise correlators.
5	Proposed instructors must provide a reference list (with contact name and phone number) of at least 10 utilities that have received correlator training from the instructor.

SECTION 4. USE OF BRAND NAME OR EQUAL

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

SECTION 5. MANDATORY TERMS AND CONDITIONS

Requirements in this Section have been specified as mandatory and must be met to the degree stated in these specifications in order for the bid to receive further consideration. Bids which fail to meet ALL of the mandatory requirements will be considered unacceptable and will not be considered for selection. Final acceptance of purchase will depend on the satisfactory delivery of all equipment and/or components as specified.

The bidders shall state on the Official Town Bid Form (in duplicate) the unit price of the item as outlined herein. All attachments to this solicitation are incorporated into this Section and therefore, they are Mandatory Requirements.

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

Delivery:

Successful bidder will deliver system to the Town of Vienna Property Yard, 600 Mill Street NE., Vienna, Virginia, 22180 F.O.B. Destination.

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Award:

The Town will make a lump sum award to the lowest responsive and responsible Bidder. The Town also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

SECTION 6. QUALIFICATIONS

The Contractor shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom this type of work/goods/services has been performed/supplied in the past twelve (12) months. BIDDERS MUST COMPLETE AND RETURN SECTION 8 WITH BID - IN DUPLICATE.

The Town of Vienna will consider, in determining the qualifications of a bidder, his record in performance of any contracts for the goods or services into which he 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 or to provide the goods or services. 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 or provide the goods or services contemplated therein. Conditional bids will not be accepted.

SECTION 7. BID SUBMISSION

Bidders must use the attached Official Bid Form to submit their bid. All bids must show unit price, if applicable, and total price. **All bidders must return TWO (2) copies of the Official Bid Form as well as any issued addendums or any other documentation considered to be part of the Bid Package. Keep a copy of the IFB for your files and do not submit it with the Bid Package.** By signing the Official Bid Form, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person.

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. The bids must be received at the following location before the date and time specified:

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Office of the Purchasing Agent
127 Center Street S
Vienna, VA 22180

BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.

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

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SECTION 8. REFERENCES

NAME OF VENDOR _____

QUALIFICATION: - Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements. Indicate the length of time you have been in business providing this type of service and/or product; _____Years, _____Months. Provide a list of at least three (3) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past three (3) years.

1. FIRM NAME AND ADDRESS

CONTACT/TITLE

PHONE NUMBER - _____ **EMAIL -** _____

GOODS/SERVICES PROVIDED; DATE

=====

2. FIRM NAME AND ADDRESS

CONTACT/TITLE

PHONE NUMBER - _____ **EMAIL** _____

GOODS/SERVICES PROVIDED; DATE

=====

3. FIRM NAME AND ADDRESS

CONTACT/TITLE

PHONE NUMBER - _____ **EMAIL** _____

GOODS/SERVICES PROVIDED; DATE

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SECTION 9. 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. TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
- 10. USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- 11. SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
- 12. DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.

Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise

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may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.

13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
14. **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.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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.

23. **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.
24. **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 ten thousand dollars (\$10,000.00) or more.

The Purchasing Agent will award all contracts less than ten-thousand dollars (\$10,000.00).

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

25. **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.

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

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

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees

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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.

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

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

28. **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.
29. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
30. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
31. **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.

32. **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.

33. **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.



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

SECTION VII. OFFICIAL TOWN BID FORM

IFB 12-08 LEAK DETECTION EQUIPMENT

Vendor Name: _____

Address: _____

NOTICE TO BIDDERS: The following required equipment shall be provided according to the contract terms and conditions of **IFB 12-08**.

Permalog+ and Patroller II Leak Noise Logger System \$ _____

AC Digital Leak Noise Correlator System \$ _____

Two (2) Xmic Portable Ground Microphone System \$ _____

Four (4) Day Leak Detection Training Course \$ _____

TOTAL BID \$ _____

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.

Person to contact regarding this bid (Please print): _____

Title: _____ Phone: _____ Fax: _____

E-mail _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.