

**REQUEST FOR PROPOSAL**

**RFP NUMBER:** 20-01

**RFP SUBJECT:** ENVIRONMENTAL PROFESSIONAL SERVICES

**PROPOSALS SHOULD BE SUBMITTED TO:**

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

**SEALED PROPOSALS**

**DUE DATE AND TIME:** May 3, 2019 at 11:00 AM

All inquiries should be made, in writing, to Gina Gilpin, Purchasing Agent, at [ggilpin@viennava.gov](mailto:ggilpin@viennava.gov) by **April 25, 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 FIRM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ EEI/FIN NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

(Date)

PRINTED NAME: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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\*RETURN THESE PAGES WITH PROPOSAL RESPONSE

## RFP 20-01 ENVIRONMENTAL PROFESSIONAL SERVICES

### ADVERTISEMENT

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

- **RFP 20-01 ENVIRONMENTAL PROFESSIONAL SERVICES**
- **Proposals Due: May 3, 2019 at 11:00 AM**

Copies of solicitations are available online at [www.viennava.gov](http://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), Monday-Friday.

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### SECTION 1. PURPOSE

The purpose of this Request for Proposal (RFP) is to establish an on-call contract for environmental services, engineering, and consulting, for the Town's Stormwater Management Program.

### SECTION 2. BACKGROUND:

This contract will accomplish the objective of providing quality service and to assist the Town in a cost competitive and compliant stormwater management program in accordance with the Virginia Department of Environmental Quality and Department of Conservation & Recreation.

### SECTION 3. SCOPE OF SERVICES

Professional Engineering Services to provide environmental services, engineering, and consulting, as needed, for the Town's Stormwater Management Program. This contract will accomplish the objective of providing quality service and to assist the Town in maintaining its MS 4 permit and MS-4 Program Plan, as well as meeting all requirements outlined by the Virginia Department of Environmental Quality.

This contract is designed to provide services for all aspects of environmental monitoring, groundwater, surface (storm) water, MS4 Program compliance and reporting, site inspections, engineering design, GIS mapping, operations assistance, permitting, and general program per the Town of Vienna Public Works Department. Departments within the Town may also, from time- to-time, require the services of this contract for assistance with similar services.

#### **Environmental Services:**

Services may include, but are not limited to:

- Preparation of permits and/or modifications for the Town or specific facilities.
- Modifications to the permit or related documents.
- Regulatory compliance and project management activities including periodic meetings with the City, DEQ, DCR and other stakeholders as needed.
- Corrective Action Assistance.
- Field work; characterizations of surface, air and or groundwater; assessment of corrective measures; corrective action planning and related measures.
- Alternate source demonstrations or verification sampling and analysis.
- Revisions to groundwater protection standards and related work.
- Regulatory compliance work.
- Residential water well sampling, analysis, evaluation and reporting.
- Surface (storm) water and other media sampling and analysis.
- Groundwater monitoring and reporting.
- Reconnaissance and mapping of stormwater facilities (pipes, outfalls, best management practices, etc.)

#### **Engineering / Construction / Consulting Services:**

Services may include, but are not limited to:

- Permit reviews and modifications.
- Master planning for overall facility development for the Town's stormwater management facilities.

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- Stormwater Management facility siting and design

### Miscellaneous Activities:

- Review and develop operational plans and assistance with coordinating plan reviews with state agencies (if required).
- Regulatory permit assistance and representation
- Response to environmental, operational and design issues for solid waste management facilities or stormwater management facilities.
- Survey activities relative to topographic mapping, boundary mapping, construction stake- outs, and as-builts.
- Wetlands delineations, mitigation, permitting and monitoring.
- Stream assessments, delineations, mitigation, permitting and monitoring.
- Miscellaneous engineering services related to Stormwater Management Programs.

### SECTION 4. OWNER'S RESPONSIBILITIES

- The Owner will assist the Firm by placing at its disposal all available information upon written request of the Firm pertinent to the Project Order including previous reports and any other data relative to the Project.
- The Owner will furnish to the Firm, as required for performance of Firm's Project Orders, all as-built data on the project elements which the Owner possesses, upon written request of the Firm.
- Upon written request of the Firm, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Firm, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.
- The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work.

### SECTION 5. PROCEDURES FOR ORDERING SERVICES

#### Types of Project Orders:

- a. Lump Sum Fee Project Orders: Lump sum fees shall be negotiated individually based on the negotiated contract rates, for each project and issued as a separate Purchase Order.
- b. Hourly Rate Project Orders: When the scope of services involves work of such nature that the Firm cannot reasonably estimate the time which would be required to provide the services, the Owner may agree to an Hourly Rate based on the actual hours worked multiplied by the contract hourly rates and other approved expenses. A maximum Project Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Project Orders. When an Hourly Rate Project Order is used, the Firm shall submit detailed time records, documentation for other expenses, and such other evidence as the Owner may require to support his billing request.

The Owner or authorized representative will request a lump sum fee or hourly rate proposal for each project. At its own expense, the Firm shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Firm's contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. All proposals under this Agreement must reference the Agreement/Contract number on the proposal, to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the

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Firm's Terms and Conditions rather than those negotiated as part of the contract will not be accepted.

Each Project Order will be reviewed and approved in writing by the Owner prior to Firm initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work on that Project Order. The Firm shall be responsible for conveying the interpretation and/or clarification of any Project Order to its employees, agents or subcontractors or sub-consultants. Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonably implied for proper completion of the Project Order. If the Owner requires the Firm's attendance at multiple meetings on site, the Owner will convey this with their project order.

Following successful negotiations, the Owner will process the order(s) for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract. Once the order has been approved by the Town Council and the Finance Department, the Purchasing Office will process the purchase order at which time the Owner may authorize the Firm to proceed with the work.

The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Purchasing Office and without a written Notice to Proceed from the Owner's representative. The Firm assumes all risk and financial liability for any services rendered without such proper authorization.

Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.

The Firm's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.

Purchase Order Restriction: No individual purchase order fee shall exceed \$100,000.00 and the aggregate of total of fees for all purchase orders issued shall not exceed \$500,000.00 annually (limit stated are per the Code of Virginia, Section 2.2-4301).

### SECTION 6. TERM OF CONTRACT

The contract term shall begin on July 1, 2019, for a period of one (1) year. At the Owner's option, the contract may be extended for four (4) additional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 60 days) prior to the expiration. The Fee Schedule may be adjusted at the request of the Firm, at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. The adjustment to the fee schedule shall not exceed the percentage increase for the previous twelve (12) months in the Consumer Price Index, Washington-Arlington-Alexandria, DC-VA-MD-WV, as adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor: [http://www.bls.gov/eag/eag.dc\\_washington\\_md.htm#eag\\_dc\\_washington\\_md.f.4](http://www.bls.gov/eag/eag.dc_washington_md.htm#eag_dc_washington_md.f.4) Should this index be superseded, the Owner reserves the right to select another appropriate index.

### SECTION 7. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

#### 1. General Requirements

RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal must be submitted to the Procurement Division. The Offeror shall make no other distribution of the proposal.

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### Proposal Preparation

- a. An authorized representative of the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume. **No hard covered binders, please.**
- d. Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form provided within this RFP (Reference page 18) either before or at the time the data or other material is submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.

### SECTION 8. EVALUATION AND AWARD CRITERIA

An Evaluation Committee will evaluate the proposals using the following criteria.

1. Offeror's (including personnel who will be assigned to this contract) expertise, qualifications, and experience in providing services of similar size and scope, office location. 30%
2. Firm's approach to providing services, and ability to respond to as-required projects in a timely manner. 30%
3. Quality and completeness of proposal including impact of any exceptions taken regarding the scope and terms and conditions. 20%
4. In house capabilities of providing all services as requested and the ability to complete project cost estimates as requested by the Town. 20%

Award of Contract: The Owner shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts. At the discussion stage the Owner may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to 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

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Owner shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with 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 Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. It is the Owner's intention, however, that multiple contracts will be awarded for each group of service.

Contract award for services specified in this RFP are non-exclusive and does not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the Owner's best interest.

### SECTION 9. 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 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.



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- 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.
- 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.

### Insurance Coverages and Limits Required:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.00
- c. General Liability - \$500,000.00 combined single limit. The Town of Vienna is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- d. Automobile Liability - \$500,000.00

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- e. Professional Liability/Errors and Omissions Coverage - Proof of professional liability coverage must accompany the Consultant's written proposal.

Additionally, it will maintain these during the entire term of the contract and that all insurance coverages 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 Town reserves the right to require the consultant to furnish certificates of insurance for the coverage required.

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.

- 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 10. 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.

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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.

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 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.
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.

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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 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.

**PROPRIETARY INFORMATION:**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or 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 protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

**NOTICE OF PROPRIETARY INFORMATION**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F**

**NOTICE OF PROPRIETARY INFORMATION (CONTINUED):**

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).



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**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name