

INVITATION FOR BID

IFB NUMBER: **IFB 20-01**

IFB SUBJECT: **ASPHALT REPAIR – AS NEEDED**

BID OPENING: **APRIL 30, 2019 AT 11:00 AM**

PUBLIC OPENING: Purchasing Office
Vienna Town Hall
127 Center Street, S
Vienna, Virginia 22180

Inquiries concerning contractual or technical matters of this Invitation For Bid shall be made in writing and emailed to:

Gina Gilpin
Purchasing Agent
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.

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SECTION 1. POSTING NOTICE

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 20-01 ASPHALT REPAIR – AS NEEDED**
- ◆ **Bid Due Date: APRIL 30, 2019 at 11:00 AM**

Copies of bid forms and specifications 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)

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SECTION 2 . PURPOSE

The purpose of this Invitation For Bid (IFB) is to award a contract for the repair of roadway utility cuts, areas of distressed pavement, and other asphalt excavation and repair. This work will be performed within the Town of Vienna limits, as well as outside the Town limits, but within the Town's water service area.

SECTION 3. SCOPE

This contract shall cover the total cost of all labor, insurance, permits, materials, personnel, transportation, traffic control, supplies, etc. as necessary for or incidental to the performance of the work as follows, and in accordance with the specifications, terms and conditions as specified herein.

Repairs will be ordered by the Town on an as needed basis. Within two (2) days of the repair order, the contractor shall inspect the site and submit a written quotation based on the unit prices awarded under the contract. The contractor shall begin work within five (5) days of written or verbal notice to proceed.

All utility cut repairs must conform to VDOT specifications.

SECTION 4. TECHNICAL SPECIFICATIONS

General Specifications:

1. Placing Limitations: Asphalt mixtures shall not be placed when the weather or surface conditions are such that the material cannot be handled properly, finished or compacted. The surface upon which asphalt mixtures are to be placed shall be reasonably free of standing water at the time such materials are spread.

2. Conditioning of Existing Surface: When the condition of the existing pavement or base is broken or irregular, it shall be brought to uniform grade as directed. Contact surfaces of curbing, gutters, manholes and other structures projecting into or abutting the pavement shall be painted with a coating of bituminous material prior to the asphalt mix being placed against them.

3. Priming the Existing Surface: When an existing surface exists, a tack coat shall be applied between the existing surface and the asphalt paving mixture. Asphalt Emulsion (tack) shall be applied ahead of the paving operation, and sufficient time allowed to secure a tacky residue for maximum adhesion of the paving mix to the base.

4. Spreading and Finishing: A mechanical paver shall be used to distribute asphalt. Areas which prohibit the practical use of mechanical spreading and finishing equipment shall be installed using hand tools, however, special care shall be taken to obtain the required thickness, compaction and surface smoothness. All necessary corrections to surface irregularities shall be performed prior to compaction. The finished pavement shall be uniform and smooth. The placement of asphalt paving shall be as continuous as possible and shall be scheduled such that the interruption occurring does not detrimentally affect the partially completed work. Material shall not be delivered to site which cannot be spread and finished in daylight.

5. Compaction: Immediately after asphalt mix has been spread and surface irregularities corrected, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled

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when the mixture is in the proper condition and when rolling does not cause undue displacement, cracking or shoving. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction.

Execution:

1. Patch Roadways/Parking Areas: Contractor shall excavate defective asphalt to depth as specified by the Director of Public Works, or her designee, to obtain sub grade elevation. All dirt and debris resulting from excavation shall be removed from site. Apply tack coat to existing asphalt edges and install hot asphalt (SM-9.5D or BM-25.0) or as directed by Director of Public Works or VDOT specifications) mix at thickness directed by the Director of Public Works, or their designee, on existing compacted subgrade. Asphalt shall be rolled smooth on grade, and all joints shall be sealed.
2. Resurface/Overlay Roadways and Parking Areas: Contractor shall hammer out an asphalt heel at starting and termination points of overlay and at points where asphalt abuts concrete work. Surface to be overlaid shall be broom cleaned and treated with a tack coat to insure proper bonding. Contractor shall install hot asphalt (SM-9.5D or BM-25.0 or as directed) mix at 2" thickness over existing asphalt surface with mechanical paver. New asphalt shall be rolled smooth on grade and all joints shall be sealed.

Materials: The materials for this work shall conform to the following requirements:

1. Asphalt Mix:
 - a. Asphalt mix shall consist of a combination of material aggregates and bituminous material mixed mechanically in a plant.
 - b. Asphalt mix shall conform to the requirements of VDOT bituminous concrete mixture Type SM-95D or BM25.0 in accordance with VDOT, Road and Bridge Specifications, Section 211 (December 2001) or as amended.
2. Aggregate Subbase:
 - a. Subbase material shall consist of compacted crushed gravel or stone, free of soil, clay or other admixtures.
 - b. Subbase material shall conform to the requirements of Graded Aggregate Size 21A in accordance with VDOT, Road and Bridge Specifications, Section 208 (December 2001) or as amended.
3. Tack Coat: Tack coat material shall be used to treat existing asphalt pavement prior to the installation of a new asphalt surface.

Asphalt for tack coat shall be CRS-1, CRS-2, CRS-1h or CSS-1h and conform to the requirements of Section 210 in accordance with VDOT, Road and Bridge Specifications, Section 310 (December 2001) or as amended.

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Equipment:

1. Hauling Equipment: Trucks used for hauling bituminous mixtures shall have tight, clean, smooth metal bodies equipped with a positive locking metal tailgate. Metal surfaces which are to be placed in contact with asphalt mixtures shall be given a thin coat of aliphatic hydrocarbon invert emulsion type release agents (non-puddling), lime solution or other material on the VDOT list of approved release agents to prevent the mixture from adhering thereto. Except where non-puddling type release agent is used, the beds of dump type trucks shall be raised to remove excess agent prior to loading. Only non-puddling type agent shall be used in truck beds which do not dump. Each truck shall be covered with a tarpaulin or other suitable cover which shall protect the mixture from moisture and foreign matter and prevent the rapid loss of heat during transportation.
2. When necessary to maintain the specified temperature until discharge at the job site, truck bodies shall be insulated and covers securely fastened.
3. Asphalt Pavers: Asphalt pavers shall be of an approved design, self-contained, power-propelled units, provided with an activated screed to strike-off assembly, heated if necessary, and capable of spreading and finishing courses of asphalt concrete in the specified thickness.

The paver shall be equipped with a receiving hopper having sufficient capacity to provide a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed.

The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or grouping the mixture. The screed shall be adjustable at each end and equipped with a device which shall indicate its horizontal position.

Pavers shall be equipped with mechanical devices, such as equalizing runners, straightedge runners, even arms or other compensating devices to adjust to grade so that minor changes in elevation shall not be immediately reflected in the finished surface and shall also confine the edges of the mixture to true lines.

Pavers shall be operated at forward speeds consistent with satisfactory laying and compaction of the mixture.

4. Rollers: Rollers shall be of the steel-wheel, static or vibratory and/or pneumatic-tire type and shall be in good operation condition, capable of reversing without backlash, and shall be operated at speeds slow enough to avoid displacement of the mixture. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. The use of equipment, which results in excessive crushing of the aggregate or the marring of the pavement surface, shall not be permitted.

If, during construction, it is found that the equipment being used mars the surface to the extent that the imperfections cannot satisfactorily be corrected or produces permanent blemishes, the use of such equipment shall be discontinued and replaced with satisfactory units.

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Work Hours: Normal work hours for the Town of Vienna are from 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays. All work shall be performed, whenever possible, during normal working hours.

On occasion, it may be necessary to schedule work outside normal working hours. All work performed outside normal working hours must be approved in advance by the Director of Public Works or his designee. All work performed outside normal work hours shall be coordinated with the Contract Administrator, as required at no additional cost to the Town of Vienna.

The contractor agrees to perform extra work when so authorized by the Town of Vienna. The extra work shall be paid at the submitted contract unit price.

Contract Administrator: Any modification made must be authorized by the Director of Public Works and a written amendment to the contract. All orders from the Owner shall be transmitted/communicated through the Superintendent of Operations; the Superintendent of Operations shall work with the Contractor in scheduling and coordination services, providing access to site, and storage of materials and equipment, and answer questions in connection with the work.

SECTION 5. 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 has been performed in the past twelve (12) months. BIDDERS MUST COMPLETE AND RETURN THE REFERENCES SECTION 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 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 refused to perform assigned work, 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 bidders 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.

SECTION 6. 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 and extended price of each item(s) as outlined herein. All attachments to this solicitation are incorporated into this Section and therefore, they are Mandatory Requirements.

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Measurements: The Town does not guarantee any of the sizes and/or dimensions listed in the specifications. The bidders are responsible for visiting the site for verification of sizes and/or dimensions.

Progress Schedule: It is the intention of the Town, that all necessary paperwork (insurance, bonds, etc.) be completed within five (5) working days of notice of award. The work will be completed on an as needed basis. Upon receipt of a telephone request by the Town's representative, the contractor shall visit the site within two (2) work days and carefully examine the work to obtain a full understanding of the scope of work to be accomplished. The contractor shall then submit a firm fixed written estimate for the work based upon the unit prices as submitted on the official bid form. The Contractor shall commence within two (2) days after receipt of a written or verbal notice to proceed.

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-\$3,000,000.00

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.

Your signature on this solicitation constitutes certification that, if you are awarded the contract, you shall obtain the required coverage as specified herein within ten (10) days of notification of award.

Hold Harmless Clause: Bids shall provide for the contractor holding harmless the Town of Vienna and representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contact work, or on account of any act or omission by the contractor or its employees, or from any claim or amounts arising or recovered under any law, bylaw, ordinance, regulation or decree.

Protection of Persons and Property: The Contractor expressly undertakes every precaution at all times for the protection of persons and property, including Owner's employees and property and its own.

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The Contractor shall use customary and reasonable precautions, including suitable protective coverings wherever necessary, to prevent damage to adjoining areas.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

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 contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Laws and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority by 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.

Superintendence By Contractor: The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract documents.

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the job, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

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The Town shall have the right to terminate the contract due to communication problems between the Contractor and/or his representative and the Town's representative.

Owner's Right To Terminate Contract: The contract may be terminated by the Town for any one of the following reasons:

Prior to termination of the Contract, the Contractor 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 contractor to correct the conditions, the Town may declare the contract terminated and notify the Contractor and his surety accordingly.

Upon receipt of notice of contract termination, the Contractor shall immediately discontinue all operations. The Town may then proceed with the work in any lawful manner that they may elect until the term of the contract is final and complete.

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 Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

Termination of the contract under this section is without prejudice to any other rights or remedies of the Town.

The Contractor shall not suspend the work without the written authority from the Town and shall proceed with the work promptly when notified by the Town to resume operations. The time in which work is suspended by written order for reasons not connected with the Contractor's failure to perform or improper performance shall not be charged against time for completion of contract.

Work Site Damages: Any damage, including damage to private property, resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

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.

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.

SECTION 7. PRICING

Prices shall be stated in units of quantity specified. No additional charges shall be passed to the Town, including any applicable taxes or surcharges. Prices quoted shall be the final cost to the Town. In case of error in the extension of prices, the unit price shall govern.

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SECTION 8. AWARD

The award will be made based on the total of all items bid, based on estimated quantities specified, to the lowest responsive and responsible bidder.

SECTION 9. ESTIMATED QUANTITIES

Quantities specified represent the best approximation of quantities the Town may require during any year and are to serve only as general guidelines for annual usage. Bidders shall perform asphalt repairs at bid prices for actual quantities ordered.

SECTION 10. CONTRACT RENEWAL

The resulting contract will cover a period of one (1) year beginning July 1, 2019. At the sole discretion of the Town of Vienna, and upon mutual written agreement with the Contractor, this contract can be renewed for an additional four (4) years, in one (1) year increments, at the expiration of its terms by mutual written agreement of the Contractor and the Town of Vienna. Should the contract be renewed, the prices for the renewal contract shall be no greater than the percentage change of the CPI-U for the Washington-Arlington-Alexandria, DC-VA-MD-WV area, as listed for the most recent twelve (12) month period on the U.S. Department of Labor's Bureau of Labor Statistics website:

http://www.bls.gov/eag/eag.dc_washington_md.htm#eag_dc_washington_md.f.4

The contractor may request a price adjustment no more frequently than once per year. The renewal of the contract shall depend on the Contractor's performance and the ability to follow instructions of this solicitation.

SECTION 11. PAYMENT

Upon award, a Blanket Purchase Order will be issued for the purchase of repairs, as needed, for the following year. Vendor shall invoice against this purchase order each month that asphalt is ordered only for the quantity actually delivered to the Town. The Town's payment terms are net 30 days.

Defective Work: The Town will not pay for defective work. All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, removed and replaced at the Contractor's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his expense. In cases where less than the full depth of the mill and pave has been completed, the contractor shall be compensated proportionately.

After receiving formal notice from the Town, if Contractor fails to make satisfactory repairs or to remove and replace rejected or condemned materials or work, the Town may recover for such defective work or materials on the contractor's bond, or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment to perform corrections and charge the cost for such to the Contractor, which costs will be deducted from any money due Contractor.

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SECTION 12. 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:

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

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 13. 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

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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 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).

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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 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/offeror 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.

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SECTION 14. REFERENCES

VENDOR NAME: _____

QUALIFICATION OF BIDDER - 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/company has provided similar goods and/or services to in the past twelve (12) months.

1. NAME - _____

ADDRESS - _____

CONTACT/TITLE - _____

PHONE NUMBER - _____ EMAIL - _____

PROJECT -

=====

2. NAME - _____

ADDRESS - _____

CONTACT/TITLE - _____

PHONE NUMBER - _____ EMAIL - _____

PROJECT -

=====

3. NAME - _____

ADDRESS - _____

CONTACT/TITLE - _____

PHONE NUMBER - _____ EMAIL - _____

PROJECT -
