



UPPER OCCOQUAN SERVICE AUTHORITY

INVITATION FOR BIDS # 16-06

Furnish, Deliver and Install Filter Media

Issued By:

**Purchasing Department
UOSA
Administration Building
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Date Issued:	Friday, May 6, 2016 4:00 PM
Optional Pre-Bid Meeting and Site Visit:	No Pre-bid or Site Tour
Deadline For Questions:	Wednesday, May 11, 2016 2:00 PM
Bids Must be Received On Or Before:	Tuesday, May 17, 2016 2:00 PM

NOTICE: Firms who have received this solicitation package from a source other than UOSA's Purchasing Office should immediately contact UOSA's Purchasing Department and provide their name and mailing address in order that amendments to this solicitation or other communications can be sent to them. Firms who fail to notify the Purchasing Office with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

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UOSA SOLICITATION DISCLOSURE FORM

IFB Number: 16-06

IFB Due Date: 5/17/2016

IFB Title: Furnish, Deliver and Install Filter Media

IFB Due Time: 2:00 PM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____ Contact Person _____
 Address _____ Title _____
 _____ Telephone _____
 Remittance Address _____ FAX _____
 _____ Email _____

Indicate Which: Corporation Partnership Sole Proprietor
 Minority or Women Owned/Controlled Yes No Small Business Yes No

Organized under the laws of the State of _____
 Principal place of business at _____

Following are the names and addressed of all persons having an ownership interest of 3% or more in the Company
 (Attach additional sheets if necessary)

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeror 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 submission the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder/offeror 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 bid or proposal a statement describing why the bidder/offeror is not required to be so authorized.

All bidders/offerors must complete a Proof of Authority to Transact Business in Virginia form (Attachment – A) and must include it, along with any required supporting documentation, with their submission.

Initial here [] to indicate that Attachment – A has been completed and included with this submission.

SECTION II – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The bidder/offeror is is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III – COLLUSION

I hereby certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and may result in fines, prison sentences and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bid and certify that I am authorized to sign for the bidder/offeror.

Signature _____ Date _____
(original signature required)
 Name (Printed) _____ Title _____

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

SECTION 1 – Summary Information and Submission of Bids

1.0 Introduction

The Upper Occoquan Service Authority (UOSA) is a public body politic and corporate organized under the Virginia Water and Waste Authorities Act. UOSA was created by the concurrent actions of its member jurisdictions and chartered by the State Corporation Commission of Virginia on April 1, 1971. The member jurisdictions include the Counties of Fairfax and Prince William and the Cities of Manassas and Manassas Park. UOSA is located in Fairfax County and currently employs approximately 180 individuals. UOSA currently owns and operates an advanced water reclamation plant with a capacity of 54 million gallons per day (“mgd”) and a regional system of interceptor sewer lines, pump stations and force mains that deliver sewage from the four member jurisdictions to the treatment plant.

UOSA operates 10 gravity multimedia filters and 12 pressure filters, each with approximately 500 ft² surface area and bed depths of 36 inches. A gravel layer supports the silica, anthracite and garnet media above a plastic “Dual-Parallel Lateral” plastic underdrain system.

1.1 Objective

The objective of this Invitation for Bid (IFB) is to establish an initial three (3) year contract with the option to renew for four (4) additional one-year periods to furnish and rebuild gravity and pressure filter media on an as-needed basis. UOSA anticipates rebuilding one to three units per year.

1.2 Period of Contract

The initial term of any contract resulting from this solicitation shall be for three (3) years from date of execution. UOSA shall have the option to extend the Contract for four (4) additional one (1) year periods, contingent upon past performance, requested price increases and availability of funds for the purpose. The total contract term shall not to exceed seven (7) years. The initial contract period will begin on the date of contract award. It is UOSA’s strong desire to have one filter rebuild complete before July 1, 2016.

1.3 Net Prices

All bid prices must be net and shall include, without exception, all charges that may be imposed in fulfilling the terms of this Invitation and any resulting contract. All bid prices shall be FOB Destination, freight fully prepaid and allowed, subject only to any discounts for prompt payment that may be provided in this invitation. The unit prices offered, should they be accepted and a Contract awarded, shall remain firm for the first twelve month period of the Contract. Any surcharge shall be indicated separately on the Bid Summary Sheet in the space provided.

1.4 Summary of Work to be Performed

The Contractor shall provide the necessary labor, equipment, materials, supplies and incidentals to furnish and rebuild gravity and pressure filter media on as as-needed basis at UOSA’s main water treatment plant site per Section 2, Scope of Work.

A. Requirement

Media and services to rebuild one (1) filter will be ordered shortly after contract award. It is desirous that this rebuild be complete prior to July 1, 2016. Subsequent filter rebuilds will be required on an as-needed basis and generally will number approximately 1-3 per year.

B. Media Procurement, Delivery and Storage

All Filter Media and associated work shall comply with the American Water Works Association Standard B100-01 for Filtering Material.

The exact amount of media required shall be determined by the contractor based on media layer thicknesses as specified herein. Contractor shall purchase and will be allowed to store all Filter Media on-site at UOSA. Filter Media will be stored outside. The Contractor is required to provide any storage protection requirements associated with outside storage.

C. Field Technical Services

The Contractor shall provide, on-site, a fully qualified technical representative to instruct, monitor and advise the Contractor's personnel in proper placement of filtering material. The Field Technician shall represent the Contractor and all instructions given to the Field Technician shall be binding. The technical representative shall possess any and all necessary OEM Certifications required to insure proper installation of Filter Media in accordance with AWWA B100-01 and additional specifications provided herein. The cost for providing a technical representative shall be included in the Total Lump Sum price bid.

1.5 Filter Media Brand Name "Or Equivalent"

The following Manufacturer's 'Brands' of media have been identified as acceptable for the purpose of establishing the standard of quality and general configuration desired: **Neptune Microfloc; Unifilt; F.B Leopold Company; or equal.** Other manufacturer's media which UOSA, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economies, and suitability for the purpose intended shall be accepted upon evaluation and approval of the UOSA Project Manager. UOSA reserves the unilateral right to require test samples and references. Samples will also be tested from actual deliveries of Filter Media.

1.6 Equivalent Bids

One or more item(s) called for by this solicitation have been identified by a brand-name-or-equal product description. Bids offering equal products are encouraged and will be considered for award. Bidders submitting bids for equal products must include technical specifications, the name of the manufacturer, all model/part numbers, cut sheets and descriptive literature, etc. necessary to determine equivalence, see 1.7 below. All items listed must be included with your bid and so identified. Failure to provide sufficient information to evaluate such items with your bid may result in rejection of your bid. UOSA will be the sole determiner of equivalence and in any case and all circumstances the decision of the UOSA Purchasing Department as to equivalence will be final. If a bid is determined to include non-equivalent portions, it will be declared non-responsive and rejected.

1.7 Manufacturer Brand Name "or Equal"

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specification and or manufacturer name, but conveys the general style, type, character, and quality of the article desired. Any material which UOSA, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, test results, economy of operation and suitability for the purpose intended shall be accepted. The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable UOSA to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive.

1.8 Media Delivery Requirements

The Contractor shall arrange all filter media shipment releases with the UOSA Project Manager. The UOSA Project Manager shall release for shipment Filter Media to UOSA only upon receipt and approval of specific filter media samples and data as requested below (See B., C. and D. below). Filter media shipments not approved and released for shipment to UOSA by the UOSA Project Manager will be returned to the Contractor at the Contractor's risk and expense.

- A. Contractor shall deliver all media in semi-bulk containers with lifting straps and bottom discharge spout. Maximum weight of each container shall not exceed 4,000 pounds.
- B. Prior to shipping filter media a Certified Sieve Analysis (raw data and plotted data) of each media (including gravel) to be used shall be supplied to the UOSA Project Manager. Effective size and uniformity coefficient of fine media must be indicated.
- C. At least two weeks prior to shipment of filter media the Contractor shall supply the UOSA Project Manager a sample of each gravel and fine media representative of the media from which the Sieve Analysis was performed.
- D. Prior to shipping filter media the Specific Gravity of all gravel and fine media shall be supplied to the UOSA Project Manager.

1.9 Optional Site Tour

The Filter Vessels are located at UOSA's main plant site at 14631 Compton Road, Centreville, VA 20121. The site filters and vessel will be available for inspection prior to the bid opening date. A site tour for all Bidders will be available at 10:00 a.m. on the date specified on the cover page. This will be the only time available for a site tour. Failure to visit the site will not prohibit Bidder's from submitting a bid. However, the Bidder is responsible for ascertaining conditions at the site, and claims as a result of failure to inspect the job site will not be considered by UOSA. Bidders intending to be present for the site tour are requested to notify the UOSA Purchasing department at purchasing@uosa.com at least 24 hours prior to the tour time.

1.10 Contract Award

- A. UOSA will award a contract to the lowest responsive and responsible bidder as specified on the **Bid Summary Sheet, Attachment C**. All prices bid will be firm fixed for the first twelve (12) months as specified in Sections 1.2 and 1.3 above. The award will be based on the cost to rebuild two (2) filters per year (Line 4 on Bid Summary Sheet).
- B. UOSA reserves the right to terminate the contract if:
 1. The contractor is declared to be in default, or
 2. After checking Market Pricing, the proposed pricing for the impending renewal year is unacceptable. (See Section 1.2 –Period of Contract and Section 3.30, Annual Economic Price Adjustment).

1.11 Hours of Operation and Holidays

UOSA office hours are 8:00 a.m. through 4:30 p.m. Monday through Friday excluding UOSA holidays. UOSA normally observes Virginia bank holidays. Access to work sites and work areas may be modified subject to the approval of the UOSA Project Manager. In any event and under all circumstances, the unilateral decision of the UOSA Project Manager regarding access to UOSA facilities shall be final. The then current list of holidays will be made available upon request, after contract award.

1.12 Bidder's Representations

- A. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
- B. Its Bid is based upon all of the materials, systems, and equipment required by the Bidding Documents **without exception.**

1.13 Questions and Communications

All contact between prospective Bidders and UOSA with respect to this solicitation will be formally held at scheduled meetings or in writing through the Purchasing Office. Questions concerning this solicitation are due by the deadline for questions shown on the cover page. Misinterpretation of specifications shall not relieve the Contractor(s) of responsibility to perform. Substantive questions must be submitted in writing via mail, express mail, e-mail, fax, etc., to the attention of the Purchasing Agent listed on the cover page, by the deadline specified on the cover page. Questions submitted after the deadline will not be answered. All properly submitted substantive questions will be responded to in writing, in the form of an Addendum to the solicitation. Failure to submit questions or to otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Bidder/Contractor.

Communications between prospective Bidders, their agents and/or representatives and any member of UOSA other than as authorized herein, concerning this solicitation are prohibited. In any event and in all circumstances, unauthorized communications cannot be relied upon.

1.14 Instructions for Submitting Bids

All Bids **must** be submitted in accordance with Submittal Requirements as listed in Section 2.5 of this IFB.

The deadline for submitting bids is shown on the cover sheet. Bidders mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Purchasing Department. Bids may be delivered prior to the bid due date. All Bids received early will be stored in a secured area until the day and time of the Bid opening. Bids will be opened in accordance with the provisions of the Virginia Public Procurement Act.

No faxed, emailed or electronic format Bids will be accepted. Bids must be submitted in sealed envelopes or packages, and identified, on the outside of the package, as follows:

From: _____	_____
Name of Bidder	Due Date
_____	_____
Street	IFB No.
_____	_____
City, State, Zip Code	IFB Title



1.15 Late Bids

Bids or unsolicited amendments to bids arriving after the closing date and time will not be considered. Bids received after the bid submission deadline will be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

1.16 Definitions

- A. **Acceptance** – means the point in time when the UOSA Project Manager confirms in writing that the contract has been completed as contracted for and the Contractor

is released from any further obligations. All remaining payments due the Contractor shall be approved for payment at this time.

- B. **Approved and As Approved** – The words ‘approved’ and ‘as approved’ unless otherwise expressly defined or qualified, shall be understood to be followed by the words ‘by the Owner’ for conformance with the Contract Documents.
- C. **As Shown and As Indicated** – The words ‘as shown’ and ‘as indicated’ shall be understood to be followed by the words ‘on other Drawings or otherwise in the Contract Documents.’
- D. **Award** – means the decision by UOSA to execute a contract after all necessary approval have been obtained.
- E. **Bid** – means the response by a Bidder to an Invitation for Bids issued by a procurement agency to obtain goods or labor.
- F. **Bidder** – means any person submitting a response to an IFB.
- G. **Contract** – means the formal acceptance of a bid by UOSA. The contract to be entered into as a result of this IFB shall be by and between the Bidder and Contractor and UOSA. It shall include the following items, which are listed in order of precedence:
 - i. The fully executed contract between the parties, or UOSA Purchase Order,
 - ii. This IFB, all attachments, drawings and any Addenda to the IFB,
 - iii. The Bidder’s response to the IFB (including any drawings and submittals),
 - iv. The signed Bid Summary Sheet, and
 - v. All correspondence between the parties regarding this IFB.
- H. **Contractor** – means the successful Bidder receiving a contract as a result of this solicitation.
- I. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- J. **Defect** – The word ‘defect’ as used in the Contract Documents shall mean any portion of the Work which does not comply with the intent and requirements of the Contract Documents. Any Work required by the Contract Documents which either is missing or incomplete shall constitute a defect. The term ‘defect’ shall be used synonymously with ‘non-conforming work’ or ‘non-conformance’.
- K. **Drawings** - the term ‘Drawings’ refers to drawings, profiles, cross sections, elevations, details, and other working drawings and supplemental drawings, or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.
- L. **Manufacturer/Supplier or Manufacturer** – The entity which manufactures, fabricates or produces material or equipment to such an extent that it has control of and is responsible for the quality and performance of the item
- M. **Notice** – The term “Notice” or the requirement to notify means a written communication delivered in person, by facsimile, or by certified or registered mail to the individual or firm, or to an officer of the Contractor for whom it is intended.
- N. **Owner** – The Upper Occoquan Service Authority.
- O. **Project** – The term “Project” means the same as the phrase “the Work.”
- P. **Project Manager** – means the UOSA employee assigned to this project for purposes of oversight of the project. The Project Manager is responsible for all aspects of the contract (excluding contract modifications) after contract award, including but not limited to approving design changes, and authorizing payment for completed work, etc.

- Q. **Responsive Bidder** – A bidder who has submitted a bid which conforms, in all material respects, to the bidding documents.
- R. **Responsible Bidder** – A bidder who has the capacity, in all respects, to perform fully the Contract requirements, the moral and business integrity, and reliability which will assure good faith performance.
- S. **Specifications** – The term “Specifications” refers to the written technical description of materials, equipment, construction systems, standards, and workmanship to be applied to the Work and certain administrative details applicable thereto.
- T. **UOSA** – means The Upper Occoquan Service Authority. The terms Owner and UOSA have the same meaning.
- U. **Work** – The word “Work” shall include all material, labor equipment and tools, appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and any such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated or as required by industry practice, custom or usage to complete the project as proposed by the Bidder and accepted by UOSA.

END SECTION 1

SECTION 2 – Specifications

2.0 Background

UOSA owns and operates 10 open gravity filters with a dimension of 14 ft x 38 ft and 12 pressure filters enclosed in 12 ft x 50 ft horizontal pressure vessels. The media in each of these units consists of, from bottom to top

2"	1/2" to 3/4" graded gravel
2"	1/4" to 1/2" graded gravel
2"	1/8" to 1/4" graded gravel
2"	#10 mesh to 1/8" graded gravel
2"	1/8" to 1/4" graded gravel
2"	1/2" to 3/4" graded gravel
3"	High density gravel
3"	Garnet
9"	Silica Sand
24"	Anthracite coal

Gravel: Shall consist of hard, rounded stones with an average specific gravity of not less than 2.5. Not more than 1 percent of material by weight shall have a specific gravity of less than 2.25. Not more than 3 percent of the material shall be thin or flat with a longest dimension more than 3 times the smallest dimension. The material shall be free from shale, mica, clay, sand, and organic impurities. The porosity shall be 35 to 45 percent.

High Density Gravel: Shall be properly sized to match the top layer of the graded gravel with the bottom layer of the filter media, matching the characteristics of the graded gravel except with a specific gravity of 4.0 to 4.4.

Garnet: Specific gravity 3.8 minimum, uniformity coefficient less than 2.2, effective size 0.18 to 0.30 mm.

Silica: Specific gravity 2.6 minimum, uniformity coefficient less than 1.5, effective size 0.35 to 0.45 mm.

Anthracite Coal: Specific gravity 1.55 to 1.75, uniformity coefficient less than 1.4, effective size 1.0 to 1.1 mm. Hardness 3.0 to 3.55 on the MOH scale, and free from long or scaly pieces.

- A. Vendor may provide media in supersacks and ship to site. On request, UOSA will unload and position bags near site.
- B. Pressure filters are smaller than the gravity filters (nominally 500 ft² as compared to 532 ft²). For pressure filters, provide media quantify based on 532 ft² but only install media to match target elevations. Provide left over material to owner.
- C. UOSA will evacuate and provide a rough cleaning of filters prior to installation. UOSA is responsible for rough cleaning and may leave up to 10 gallons of residual sand, rocks, or media in the filter.
- D. Vendor shall install media in careful accordance with AWWA B100-01, with particular note to sections 4.4 and 4.5. In general, this specification requires that the layers be placed carefully with workers walking on boards to avoid disturbing the material, and that the elevation of each layer be established by filling the basin with water. UOSA staff will assist with backwashing procedures.
- E. Disinfection is not required.

- F. Vendor shall supply all equipment needed to properly install media. Water and electricity, but no other services, are readily available.
- G. UOSA representatives will observe and inspect the performance of the work, take samples, and otherwise verify the quality of the installation. If media is not installed properly and vendor does not repair or rework to standards as required by AWWA B100-01, UOSA may hire alternate installation contractors and deduct installation costs from the bid price.
- H. All fees, taxes, surcharges, etc. must be included in the bid price. No additional charges will be applied.

2.1 Filter Media Requirements

Media shall be transported to the work site and placed carefully to prevent contamination. Media placement into the vessels will be done in the following sequence: filter will first be filled with Graded Gravel(s) before the placement of any other media. Placement of the Support Media in the filter vessel will take place only after all Graded Gravel(s) has been installed, and placement of the High Density Garnet Sand and Fine Media sand will take place only after all Support Media for the filter is in place.

The UOSA Project Manager may sample each gravel and fine media delivered to the jobsite and perform sieve analysis to confirm compliance with the gradation requirements. Filter media not meeting specifications will be returned to the manufacturer at the risk and expense of the contractor.

2.2 Materials and Workmanship

The contractor warrants that all workmanship shall be of the highest quality and in accordance with contract documents and manufacturer(s) specifications, and shall be performed by persons qualified at their respective trades.

2.3 Warranty

- A. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with the contract documents and shall be performed by person(s) qualified at their respective trades.
- B. Work not conforming to these warranties shall be considered defective.
- C. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's guarantees or obligations in this contract.
- D. The Contractor hereby agrees to make, at its own expense, all repairs and/or replacement of materials necessitated by defects or nonconformance in the work and/or materials resulting from such defects or nonconformity's which become evident within one (1) year from date of completed refurbishment and acceptance of the Work performed on each vessel by UOSA.

2.4 Bid Submission

- A. All bids should be submitted on the attached Bid Summary Sheet (Attachment C). By submitting a bid in response to this solicitation the Bidder agrees to be bound by the terms, conditions and specifications contained herein along with any addenda to this solicitation. Failure to use the attached Bid Summary Sheet will be at the Bidder's risk and peril. If in the opinion of the Purchasing representative responsible for this procurement the bidder failed to provide all necessary information either on the attached form or some other form, the bid shall be declared to be non-responsive.

- B. Bidder shall submit with the Bid, on the form provided (Attachment B), the name, address, telephone number and point-of-contact of a minimum of three customers, for which the bidder has provided similar product and services within the preceding 5 years. References may be checked prior to Award. UOSA reserves the right to obtain additional references, either directly through the Bidder or other legitimate sources. UOSA reserves the unilateral right to reject any Bid for which an unacceptable reference is identified.
- C. All fees, taxes, fuel surcharge etc. must be included in the bid price. No additional charges will be applied.
- D. Bidders shall provide the following, completed documents in the order listed herein:
1. UOSA Solicitation Disclosure Form (located just after the table of contents)
 2. Attachment A - The completed Proof of Authority to Transact Business in the Commonwealth of Virginia form
 3. Attachment B - References (in identical format provided in Attachment B)
 4. Attachment C - UOSA Bid Summary Sheet
 5. Attachment D - Bid Submission Form
 6. Signed copy of all Addenda if any are issued prior to the due date

END SECTION 2

SECTION 3 – Terms and Conditions

3.0 Anti-Discrimination

By submitting their bids, Bidders certify to UOSA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4310 of the Virginia Public Procurement Act.

A. During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, 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.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.1 Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to UOSA all rights, title and interest in and to all causes of 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 UOSA.

3.2 Arrearage

By submitting a bid in response to this solicitation, the individual or firm submitting the bid shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing UOSA, the Commonwealth of Virginia, or any public organization within Virginia. Said representation shall include the payment of taxes and employee benefits. Bidder further agrees that it shall make diligent effort to avoid becoming in arrears during the term of the Contract.

3.3 Assignment of Interest

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of UOSA, which UOSA shall be under no obligation to grant.

3.4 Availability of Funds

It is understood and agreed between the parties that UOSA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.5 Binding Arbitration

This solicitation and any resulting contract 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 agency and the Contractor are encouraged to resolve any issues in

controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Virginia State Vendors Manual* which can be found at <http://dps.dgs.virginia.gov/dps/Manuals/manuals-bottom.htm>. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3.6 Cancellation

UOSA may cancel this solicitation or any ensuing contract at any time and for any reason.

3.7 Collusion

All bids or proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. All Bidders are required to sign the included UOSA IFB Disclosure Form that is included at the beginning of the IFB document. (Disclosure form must be filled out in its entirety)

3.8 Commonwealth Corporation Identification

A bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include in its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Any bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Commonwealth of Virginia Director of the Department of General Services.

3.9 Conflicting Terms

This IFB, including its Specifications and Terms and Conditions shall control any contract arising from an award of this solicitation. Any proposed terms and conditions, including any for a contract that the Bidder proposes to use, shall be submitted as part of the Bidder's offer to sell. Bidder's proposed terms and conditions shall have no effect unless specifically agreed to in writing by UOSA. Terms and conditions submitted by a Bidder after the deadline for submitting offers to sell will be rejected and the Bidder will be held to the terms and conditions contained herein. Failure to do so will automatically disqualify the Bidder from contract award. To the extent that a conflict arises or is found to exist between the Bidder's offer to sell and this solicitation, including any addenda thereto, the terms, conditions and specifications contained in this solicitation and any addenda thereto shall in all cases prevail.

3.10 Contract Changes/Change Orders

A. No verbal agreement or conversation with any officer, agent or employee of UOSA either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon UOSA unless made in writing and signed by the Executive Director or his designee. Contract changes shall be in writing, and shall be on official UOSA letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the UOSA Executive Director or his designee.

- B. Changes can be made to the contract only in one of the following ways:
1. The parties may agree in writing to modify the scope of the Contract by written Amendment. The Amendment shall state the change in scope and shall state any increase or decrease in the price of the Contract resulting from such modification.
 2. The Executive Director or his designee may order changes to the general scope of the Contract at any time by Notice to the Contractor. Changes to the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the Notice upon receipt, and UOSA shall be entitled to a credit against the Contract price for any savings resulting from the change. It shall be a condition precedent to any claim by the Contractor for additional compensation related to such change that it give to UOSA Notice of its intent to seek additional compensation before commencing the Work which is the subject of the change. Failure to comply with such Notice requirement shall be an absolute bar to any claim for additional compensation of any type arising from or related to such change. If proper Notice of the intent to claim additional compensation is given, any such additional compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing in the form of an Amendment signed by the parties.
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to UOSA's right to audit the Contractor's records and/or to determine the correct number of units independently. In such event, any adjustment to the Contract price determined by such unit pricing shall be accomplished by a Change Order signed by the parties.
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agent with all vouchers and records of expenses incurred and savings realized. UOSA shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings.
 3. The Contractor shall comply with all directions and decisions of UOSA and shall proceed diligently with performance of the Contract and with any disputed work pending final resolution of any claim or dispute, whether for additional compensation or extension of time. "Final resolution" shall mean the conclusion or exhaustion of all administrative or judicial proceedings.

3.11 Contractor's Responsibilities

The Contractor shall be responsible for all products and/or services as required by this IFB. Even when properly authorized by UOSA, the use of a subcontractor does not relieve the Contractor of liability under the contract.

3.12 Debarment Status

By submitting their bids, Bidders certify that they are not currently debarred by Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

3.13 Delays

- A. By UOSA: The Contractor shall not be responsible for delays caused by UOSA, its agents, or other Contractors under contract with UOSA. To the extent that the Contractor is unable to proceed with timely installation due to the actions or inactions of UOSA, its agents, employees or other Contractors, the Contractor shall be granted an extension to the installation schedule equal to the documented amount of time the Contractor was prevented from performing work.
- B. By the Contractor: Time is of the essence in this Contract. Once started, the Work must continue without delay or interruption, and unauthorized delays by the Contractor are prohibited. After seven days' prior Notice to the Contractor, UOSA may declare the Contractor in default for unacceptable delays if the delay has not been cured. If such a declaration is made, UOSA reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the Project and the Contractor and its surety, if any was required, shall be liable to UOSA for all costs of any kind incurred by UOSA to complete the Work and for any additional costs, lost funds and/or related expenses arising from or related to the default. This is not a limitation of UOSA's legal rights to recover damages due to Contractor default in any other way.

3.14 Disputes

- A. In any case where the Contractor deems it is due additional compensation beyond the Contract Price, the Contractor shall give written Notice of such claim to the Owner and to the Owner's agent (if applicable) at the time of the discovery of the occurrence of the event giving rise to the claim and before beginning any Work on which the claim is based. Such Notice shall identify itself as a Notice of claim, shall state the circumstances of the occurrence, shall specify the additional work contemplated as being required, shall state why such work is not already included within the scope of the Contract Documents, and to the extent reasonably foreseeable shall estimate the anticipated amount of the claim. If the Owner declines to consent to a Change Order and directs the Contractor to proceed with such Work, then the Contractor shall so proceed and within ten (10) days after completion of the Work for which additional compensation is claimed shall submit in writing to the Owner an itemization of the actual additional compensation claimed. Compliance with these provisions shall be a condition precedent to the assertion of any claim, and any claim for additional compensation not presented as required in this provision shall be barred. Compliance with such requirements, however, shall not create any presumption of the validity of such claim.
- B. The Owner will make the final decision on all requests for additional compensation or an extension of Contract Time. Within ninety (90) days after the Contractor files its itemization of the actual amount of additional compensation claimed, the Owner shall present the Owner's final written decision to the Contractor as to whether any additional compensation should be paid. A written decision by the Owner within the stated time shall be a condition precedent to the institution of any judicial claim for relief by the Contractor. The Owner's written decision shall be final and conclusive unless the Contractor institutes appropriate judicial appeal within six (6) months of the date of the decision by the Owner. In the event the Owner has not rendered a decision on a claim for additional compensation or extension of Contract Time within the specified time frame after submission of such claim as provided herein, the claim shall be deemed denied and the Owner's final decision shall be deemed to have been issued on the last day of the specified time frame after submission of the claim. In the interest of compromise, the Owner may, but is not required to, consider further submissions by the Contractor related to a claim after a final decision

on a claim, but no such actions by the Owner shall in any way affect or extend the effective date of the Owner's final decision on the claim.

- C. If the Owner agrees to pay additional compensation in response to such claim, payment shall be made in accordance with or pursuant to such Supplemental Agreement or Change Order as may be reached between the Owner and the Contractor.
- D. The Contractor shall comply with all directions and decisions of the Owner or Owner's agent (if applicable) and shall proceed diligently with performance of the Contract and with any disputed work pending final resolution of any claim or dispute, whether for additional compensation or extension of time. "Final resolution" as used throughout the Contract Documents shall mean the conclusion or exhaustion of all judicial proceedings.
- E. If the Contractor at any time determines the Owner to be in material breach of the Contract, the Contractor shall provide Notice of claim thereof to the Owner within seven days of the occurrence the Contractor deems to constitute such material breach. Such Notice shall specify the precise occurrence(s) of such material breach. The Contractor's continuing performance under the Contract, after giving such Notice of claim, including but not limited to receiving moneys thereunder, shall constitute an election to waive such material breach and to confirm the continued existence of the Contract.
- F. No payment or partial payment on any claim shall be made prior to final resolution of such claim.
- G. All matters of dispute must be resolved either to the mutual satisfaction of the Owner and the Contractor or by final resolution as a condition precedent to the Owner's obligation to make final payment for the Work to the Contractor.
- H. The Contractor shall make no claim against any officer, agent, or employee of the Owner for, or on account of, any act or omission to act in connection with the Contract, and hereby waives any and all rights to make any such claim or claims.
- I. If additional compensation and/or extension of time is granted as to any claim, the same shall be incorporated in a Change Order to the Contract. The Contractor shall not be entitled to recover interest on any amounts claimed to be due from the Owner which are the subject of a good faith dispute by the Owner which are paid by the Owner within thirty (30) days following the final resolution of such dispute.
- J. The terms "claim" and "dispute" are used interchangeably in the Contract Documents and either shall mean any request by the Contractor for compensation in excess of that to which the Owner agrees, for a time extension in excess of that to which the Owner agrees, or for any other relief beyond that to which the Owner agrees.
- K. For any judicial proceedings arising from or related to the Contract Documents, the Contractor and the Owner hereby consent to exclusive venue and jurisdiction in the Circuit Court of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia (Alexandria Division).
- L. Failure of the Owner to require compliance with any term or condition of this Contract shall not be deemed a waiver of such term or condition, or a waiver of the subsequent enforcement thereof, including but not limited to the Owner's claim for a subsequent material breach of Contract.
- M. In the event the Contractor makes a claim for additional compensation which results in litigation, if the Owner substantially prevails in such litigation the Contractor shall indemnify and hold the Owner harmless from any and all reasonable attorneys' fees,

litigation costs of all types, and expert witness fees and costs, arising from or related to such claim and litigation.

Failure by the Contractor to comply with any condition precedent to a claim provided by the Contract Documents shall be an absolute bar to such claim.

3.15 Drug Free Workplace

The following provision is required to be in every contract of more than \$10,000 by the Virginia Public Procurement Act, § 2.2-4312 and the UOSA Purchasing Department Policies and Procedures Manual:

During the performance of any ensuing contract, the Contractor agrees to:

- A. Provide a drug-free workplace for the Contractor's employees;
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.16 Duration of Bids

Bids shall be valid for a minimum of 90 days following the deadline for submitting bids. If an award is not made during that period, all offers shall be automatically extended for another 90 days. Bids will be automatically renewed until such time as either an award is made or proper notice is given to UOSA of Bidder's intent to withdraw its proposal. Bids may only be canceled by submitting written notice at least 15 days before the expiration of the then current 90-day period.

3.17 Equal Opportunity

The Upper Occoquan Service Authority shall not discriminate against a bidder or offeror in the solicitation or awarding of contracts because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

3.18 Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (VPPA), Section 2.2-4367 through 4377, Virginia Code Annotated, and the UOSA Purchasing Department Policies and Procedures Manual and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith. A copy of the UOSA Purchasing Department Policies and Procedures Manual and VPPA is available for inspection at the Purchasing Department at UOSA. The VPPA is also available at the Virginia Department of General Services, Department of Purchases and Supply website (<http://dps.dgs.virginia.gov/dps/Manuals/manuals-bottom.htm>)

3.19 Examination of Records

Bidder agrees that in any resulting Contract, either UOSA or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting Contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all Contract(s) awarded pursuant to this solicitation, or until audited by UOSA, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by UOSA or its representative(s). UOSA will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

3.20 Formation of Contract with Successful Bidder

- A. The Contract to be entered into as a result of this IFB shall be by and between the Bidder as Contractor and UOSA. It shall include the following items, which are listed in order of precedence:
1. Change Orders, with the most recent having precedence;
 2. The fully executed Contract;
 3. The IFB, including the Specification and Terms and Conditions;
 4. The Bidder's response to the IFB (including any drawings and submittals), but excluding any terms and conditions contrary to the IFB not expressly agreed to in writing by UOSA.
- B. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.
- C. By submitting a bid in response to this solicitation, the Bidder agrees to all Terms, Conditions and to the Specification section contained herein, unless and except as otherwise noted as an exception in the Bidder's bid, but shall not be deemed a Contract Document until incorporated expressly into the Contract as signed or by Change Order. Any terms and conditions that the Bidder proposes to use must be submitted as part of the bid. Terms and conditions submitted by a Bidder after the solicitation closing date shall not be accepted and will not be considered for incorporation into the terms of the awarded Contract.
- D. All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence.

3.21 Governing Law

Notwithstanding Bidder's submitted terms and conditions to the contrary and without regard to conflicts of laws principles, this solicitation and any resulting Contract shall be governed in all respects by the laws of Virginia and any litigation with respect thereto shall be brought in the courts of Virginia. The Contractor shall also comply with all applicable federal, state and local laws, rules and regulations.

3.22 Immigration Reform and Control Act Of 1986

By submitting their bid, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

3.23 Incorporation by Reference

This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a bid in response to this solicitation, all Bidders acknowledge the VPPA and agree to be bound by it. A copy of the UOSA's Purchasing Manual and the VPPA is available for inspection at the UOSA Purchasing website www.uosa.org. The VPPA is also available at the Virginia Department of General Services, Department of Purchases and Supply website at: <http://dps.dgs.virginia.gov/dps/Manuals/manuals-bottom.htm>

3.24 Indemnification and Responsibility for Claims and Liability

With respect to any contract that results from this solicitation, Bidder is bound by the following:

- A. To the maximum extent permitted by law, the Contractor shall indemnify, save harmless and defend UOSA, or any employee of UOSA, against liability for any suits, actions, or claims of any character whatsoever, whether in tort, contract or other remedy, arising from or relating to the performance of the Contractor or its subcontractors under this Contract. This indemnification obligation shall include but not be limited to attorneys' fees and other costs or fees commonly associated with litigation.
- B. UOSA has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the Contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- C. UOSA has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- D. The Contractor shall immediately notify the UOSA Purchasing Manager of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and shall keep UOSA reasonably informed of the status of such claim. The Contractor will cooperate, assist, and consult with UOSA in the defense or investigation of any suit or action made or filed against UOSA as a result of or relating to the Contractor's performance under this Contract.
- E. The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting Contract and shall save UOSA harmless from any and all loss, including Attorneys' fees arising out of any such claim.

3.25 Non-Indemnification-Clause

Virginia is a Dillon Rule State. Unless specifically permitted by statute, indemnification or attempts to have UOSA "hold harmless" others are invalid and unenforceable or an impermissible waiver of the Authority's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. **The Upper Occoquan Service Authority does not waive its sovereign immunity.**

3.26 Insurance

- A. General Insurance Requirements: Before commencing work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to UOSA to cover loss or liability arising out of the Work. All

insurance policies must be from insurers authorized to conduct business within Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.

- B. Workers' Compensation and Employers' Liability Insurance: The Contractor shall obtain Statutory Workers' Compensation Insurance covering injury to employees of the Contractor while performing work within the scope of their employment and Employers' Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
- C. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include UOSA as an additional insured and shall provide at a minimum the following:
 - ◆ General Aggregate Limit \$1,000,000
(Other than Products-Completed Operations)
 - ◆ Products-Completed Operations Aggregate Limit \$ 500,000
 - ◆ Personal & Advertising Injury Limit \$ 500,000
 - ◆ Each Occurrence Limit \$ 500,000
- D. Business Automobile Liability Insurance: This insurance shall apply to any auto, including all owned, hired and non-owned vehicles, covering Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident.
- E. Certificates of Insurance: The Contractor shall provide UOSA with a certificate of insurance evidencing the required coverage before commencing with the work. Insurance certificates shall provide that UOSA be notified at least 30 days prior to any change or cancellation of the said insurance policies.

3.27 Payment

- A. Invoices: Invoices for items ordered, delivered and accepted and Work completed shall be submitted by the Contractor directly to the payment address shown on the Purchase Order/Contract. Invoices shall show the UOSA Purchase Order or Contract number and either the social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and are subject to review and approval by the UOSA Project Manager.
- B. Partial Payments: Requests for partial payments or advance payments must be submitted with the Price Bid along with a justification. UOSA reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- C. Refunds: If the Contractor is declared to be in default, UOSA will be eligible for a full and immediate refund for payments made to the Contractor.

3.28 Payment Clauses Required in All Contracts

Section § 2.2-4352 of the Virginia Public Procurement Act and UOSA's Purchasing Department Policies and Procedures Manual requires that any contract awarded by UOSA include the following clauses:

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by UOSA for work performed by any subcontractor(s) under the contract:

- i. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from UOSA attributable to the work performed by the subcontractor under that contract; or
 - ii. Notify UOSA and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. Bidders shall include in their bid submissions either: (i) if an individual Contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- C. The Contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from UOSA for work performed by the subcontractor under the Contract, except for amounts withheld as allowed under A above
- D. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.
- E. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- F. A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of UOSA. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.29 Permits and Inspections

- A. The Contractor shall obtain and provide any and all required permits from the appropriate local authority.
- B. The Contractor shall be responsible for scheduling all inspections and performing all work necessary for testing and inspections as required by any and all authorities having jurisdiction during the course of Work.

3.30 Price Firm Period and Annual Economic Price Adjustments

Bid Prices:

Pricing shall be firm and fixed as originally bid and accepted. Contract pricing for additional materials, options, accessories, labor (including subcontractors), etc., will be firm and fixed for the initial 12-month contract period. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item. All charges shall be included in the price bid on the Bid Summary Sheet. Any provision of the Contract Documents which imposes any responsibility or performance obligation upon the Contractor shall be deemed to include the phrase 'within the contract price'.

Annual Increases for labor and materials:

- A. After the first year (and any year thereafter), contract prices may not be increased by more than the Cost of Living as indicated in the Consumer Price Index – Urban (i.e., "CPI-U") for the calendar month ending two months before the expiration month of the then current contract year.
- B. Increases based upon factors other than the CPI (e.g., Force Majeure, etc.) may be submitted when and, as they occur providing that sufficient detailed supporting documentation is

included with the request. UOSA reserves the right to reject any such request or negotiate a mutually agreeable price. UOSA, in any case, will not pay requested increases in excess of the actual costs increases born by the Contractor due to extenuating circumstance.

UOSA reserves the right to periodically check market pricing for similar services. Based upon those findings UOSA reserves the right to require the Contractor to enter into negotiations to arrive at pricing consistent the competitive marketplace. Failure to arrive at acceptable contract pricing may result in cancellation and rebid the contract.

3.31 Qualifications of Bidders

UOSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to UOSA all such information and data for this purpose as may be requested. UOSA reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. UOSA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy UOSA that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

3.32 Release of Liens and Claims

The Contractor hereby acknowledges and agrees that UOSA is an agency of the Government and as such its property is immune from mechanic's liens. The Contractor hereby waives any and all mechanic's rights it may purport to have, and agrees that it shall neither file nor assert any such lien claim.

As a condition precedent to final payment for the Work, the Contractor shall sign and deliver to UOSA a release of liens and claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limiting the generality of the foregoing, all payrolls, amounts due to subcontractors, accounts for labor performed and materials and equipment furnished, incidental services liens, and judgments.

3.33 Rider Clause

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity to enter into a contract for the services described and defined herein, with the successful Bidder.

3.34 Safety Program and Contractor's Compliance

If applicable to this contract:

- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
 - i. The Virginia Uniform Statewide Building Code,
 - ii. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes),
 - iii. Virginia Department of Health (VDH) regulations,
 - iv. Virginia Department of Environmental Quality (DEQ) regulations,
 - v. Virginia-OSH (VOSH) regulations, and
 - vi. National Electric Code (NEC).
- B. The Contractor shall have a current written safety program, that complies with all applicable OSHA and VOSH standards for General Industry regulations, and if required, a written Permit Required Confined Space Entry Program that complies with VOSH

Standard Confined Space Entry Standard 1910.146. A copy of these programs shall be provided to the Purchasing Manager with the Contractor's general safety program not later than seven days after contract award and before beginning Work.

If the Work requires working in a confined space, the Contractor shall utilize only personnel trained for confined space entry and shall provide all entry equipment including atmospheric test equipment.

- C. Contractor's employees shall wear hard hats and steel toe shoes while working in all applicable areas.

3.35 Superintendence by Contractor

- A. The Contractor shall have a competent Field Supervisor, satisfactory to UOSA, on the job site at all times during the progress of the Work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work under contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Project Manager, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the project. The Contractor shall not employ on the Project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, UOSA or UOSA's separate Contractors and their subcontractors.
- C. UOSA may, in writing, require the Contractor to remove from UOSA property, any employee UOSA deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

3.36 Taxes

UOSA is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. UOSA's federal tax identification number is 54-0902952.

3.37 Termination of Contract

- A. For Convenience: The performance of Work under this Contract may be terminated by UOSA for its convenience in accordance with this clause in whole, or from time to time in part, whenever UOSA shall determine that such termination is in the best interest of UOSA. UOSA will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- B. For Default: If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, UOSA may give written notice to Contractor of such failure(s) or violation(s). If the Contractor does not cure such failure(s) or violation(s) within ten (10) days following such notice, UOSA may terminate the Contract by written Notice to the Contractor. The Notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished Work provided by the Contractor shall, at UOSA's option, become UOSA's property. Upon determination of the damages resulting to UOSA as a result of Contractor's default, if the amount due Contractor for Work properly performed prior to Contractor's receipt of Notice of Termination

exceeds UOSA's damages, UOSA shall pay such excess to the Contractor. If the damages to UOSA exceed the amount due Contractor for Work properly performed prior to Contractor's receipt of Notice of Termination, the Contractor shall pay such excess to UOSA.

3.38 Unit Prices Prevail

Any work performed beyond the scope of the contract and within the first 12 months after contract award shall be at the prices specified in Bid Summary Sheet. In the event of a conflict between unit prices and extended prices, the unit price shall prevail. All prices bid shall be complete and accurate as submitted.

3.39 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

END SECTION 3

SECTION 4 – Special Terms and Conditions

4.0 Liquidated Damages

UOSA reserves the right to include a Liquidated Damages clause in any Contract that may be issued as a result of this IFB. When a liquidated damages clause is used in a construction, modification, or repair contract, the rate(s) of liquidated damages to be assessed against the contractor may be for each day of delay and the rate(s) will, as a minimum, cover the estimated cost of inspection and superintendence for each day of delay in completion (per diem rate stipulated in the Task Order) plus any other losses that may be incurred by UOSA due to project delay of the specific Task Order. Whenever UOSA suffers other specific losses due to the failure of the Contractor to complete the Work on time, the rate(s) may also include an amount for specific items. Examples of specific losses are:

- A. The cost of substitute facilities;
- B. The rental of buildings and/or equipment.

A Liquidated Damages clause is not to be construed as a penalty, but as a means to assess damages when both (1) the time of delivery or performance is such an important factor in the award of the Task Order that UOSA may reasonably expect to suffer damage if the delivery or performance is delinquent, and (2) the extent or amount of such damage would be difficult or impossible to ascertain or prove.

4.1 UOSA Drug and Alcohol Policy

Any bidder awarded a contract in whole or in part under this solicitation shall be subject to follow this UOSA Policy at all times while on UOSA premises.

A. Drugs or Alcohol and the Job:

The nature of the Work of UOSA requires that the highest standards of safety be maintained for the public, employees and Contractors working at UOSA. The use of drugs, i.e., controlled substances or alcohol while on the job or working while under their influence poses a threat to that health and safety.

B. Guidelines for Drugs and Alcohol:

All employees and Contractors are required to work with faculties unimpaired. Therefore, the use or possession of drugs or alcohol while on UOSA premises is strictly prohibited. Working or reporting to work in a condition that would prevent the employee or Contractor from performing his duties in a safe or effective manner for any reason also is prohibited. Any illegal substances will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

Employees or Contractors undergoing prescribed medical treatment with a controlled substance are required to advise their supervisor, contract administrator and/or the UOSA safety officer of such treatment. Prescribed use of controlled substances as a part of a medical treatment is not necessarily grounds for disciplinary action. However, where such use adversely affects an employee or Contractor's ability to perform his or her job safely and effectively, alternative work assignment or other appropriate action will be employed.

C. Detection of Drugs or Alcohol:

As a part of its program to prevent the use of controlled substances and alcohol that affect the workplace and in the event of an accident or any incident where safety rules have been or appear to have been violated, employees or Contractors involved or responsible may be required to undergo a urine test or other method for the purpose of detecting the use or presence of controlled substances or alcohol. In addition, where a supervisor, contract administrator or safety officer has reason to believe that an employee or Contractor may be

drug or alcohol impaired, he or she may require the employee or Contractor to submit to such testing. The cost of any such testing required for a Contractor will be charged to that Contractor or deducted from payments to the Contractor. An employee's or Contractor's refusal to submit to a urine or other test or to cooperate with UOSA's effort to eliminate drugs or alcohol in the workplace may be grounds for disciplinary action, including termination of employment or contract.

4.2 UOSA Smoking Policy

Any bidder awarded a contract in whole or in part under this solicitation shall be subject to follow this UOSA Policy at all times while on UOSA premises.

A. Purpose:

The purpose of the UOSA smoking policy is to maintain UOSA as a safe and smoke-free environment for everyone.

B. Policy:

- i. Because of the numerous potentially flammable solids, liquids, and gases encountered in UOSA operations. With limited exceptions smoking must be prohibited in the UOSA workplace.
 - ii. Smoking is prohibited inside the security fence of the Plant and all Pump Stations except in the following Plant locations:
 - patio area on the east side of the Laboratory Building;
 - patio area north of Building H/1;
 - the immediate area at the south entrance to Building S/2;
 - the east side of X/1;
 - the north side of D/2; and
 - the east balcony off the 2nd floor of Building U.
 - Employees may smoke in the patio area on the east side of Building F.
 - The public will be allowed to smoke on the west side of Building F.
- C. The users must keep all smoking areas clean. Failure to do so may result in the loss of the smoking privileges. Trash receptacles and cigarette disposal receptacles will be provided at each approved location. The responsibility of emptying the receptacles rests with the users.
- D. Other Non-UOSA Sites: Contractor shall obey all nonsmoking rules and regulations when performing work for UOSA on non UOSA premises. It is the responsibility of the Contractor to identify these prohibited areas and inform its employees that smoking is not allowed in specified restricted areas.

4.3 Site Safety and Access

- A. UOSA shall have the right to deny access to the Site, or require the Contractor to remove from the Site, any individual who has exhibited violent, abusive, threatening, negligent, careless, or dangerous behavior or conduct.
- B. UOSA may limit, restrict, or prohibit access to areas of the Site on a permanent or temporary basis. When access to such restricted areas is required by the Contractor to perform the Work, the Contractor shall obtain permission from the UOSA Project Manager and shall comply with such conditions or limitations to access as may be imposed by the UOSA Project Manager.
- C. UOSA may restrict parking or require parking permits for vehicles to be brought onto the plant. The Contractor shall be responsible for arranging transportation for its personnel to reach the job sites from whatever parking area is provided by UOSA.

4.4 Vehicle Operation Compliance

Vehicles being driven on UOSA property must comply with the posted speed limit, stop and yield signs. Operators found in non-compliance will be asked to leave UOSA property. The Contractor may be required to replace the offenders with new personnel if deemed to be in the best interest of the Authority by UOSA's Safety Officer.

4.5 Hard Hat Area

Contractor's employees shall wear hard hats while working in areas designated as hard hat areas by UOSA's Safety Officer.

END SECTION 4

ATTACHMENT A - PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Any falsification or misrepresentation contained in the statement submitted by bidder/offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by UOSA.

Please complete the following by checking the appropriate line that applies and provide the required information.

The undersigned bidder/offeror:

1. ____ is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Bidder's/Offeror's current valid identification number issued by the SCC is _____ . (The SCC number is NOT your federal tax identification number). **-OR-**
2. ____ is a sole proprietor and no SCC number is required. **-OR-**
3. ____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Bidder's/Offeror's out-of-state location. Bidder/Offeror shall include with this proposal documentation from their legal counsel which accurately and completely states why the Bidder/Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **-OR-**
4. ____ has obtained a Certificate of Authority to do Business in the Commonwealth of Virginia from the SCC and has included a copy of the certificate with this proposal. **-OR-**
5. ____ currently has pending before the SCC an application that was submitted prior to the due date and time of this solicitation for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (UOSA reserves the right to determine in its sole discretion whether to allow such waiver.)

Signature: _____ **Date:** _____
(original signature required)

Name: _____
(print)

Title: _____

Name of Firm: _____

End of Attachment A

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

ATTACHMENT B - REFERENCES

OFFERORS' NAME: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

OFFERORS' NAME: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

End of Attachment B

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

Attachment C: Bid Summary Sheet

Bid Evaluation and Basis of Contract Award: UOSA will award a contract to the lowest Responsive and Responsible Bidder meeting all requirements of this IFB. Bid award will be based on the Line 4 total price. The price bid for to furnish and rebuild gravity and pressure filter media shall include all costs as specified in this solicitation. All costs for two complete filter changes – labor, materials, travel, delivery, fuel surcharges, etc. must be included in the Line 4 total price. Additional charges not included in the price bid will not be considered. Please provide pricing for additional, out of scope labor and material in lines 5-8.

Item A.	Task	Comments	Est. Annual Quantity	*Unit Price	Total Price (unit \$ x annual qty)
1.	Mobilization and Demobilization charge	Per job, which could be one or more filters performed at the same time. For bid purposes, UOSA assume 1 MOB/Demob per two filters.	1	\$	\$
2.	Rebuild gravel layers	Depending on condition, UOSA may elect in some cases to not rebuild stone gravel and replace media only. For bid purposes, it is assumed that gravel will be rebuilt in each case.	2	\$	\$
3.	Rebuild filter media layers	Includes anthracite, silica, and garnet. Include also high density gravel layer.	2	\$	\$
4.				Total:	\$

Turnaround time in days between order and filter media delivery and installation:

5.	Hourly labor charge for miscellaneous tasks not otherwise included. An example would be cleaning filter bed if UOSA leaves excess debris.	\$	
6.	Cost per lb of additional anthracite, bulk bag quantity, not including delivery or installation.	\$	
7.	Cost per lb of additional silica, bulk bag quantity, not including delivery or installation.	\$	
8.	Cost per lb of additional garnet, bulk bag quantity, not including delivery or installation.	\$	

**Prices bid shall remain firm/fixed for the initial 12-month contract period. See Section 3.30.*

Item B. Please list any available discounts such as prompt payment, etc.

In compliance with this Invitation for Bids and to all the terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

Company Name: _____

Date: _____

Authorized Signature: _____
(original signature required)

Printed Name: _____

Title: _____

Telephone: _____

Email: _____

End of Attachment C

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

ATTACHMENT D - TRANSMITTAL FORM

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein in accordance with the attached proposal and as may be mutually agreed upon by subsequent negotiation.

Company Name:			
Address:	Signature:		
Telephone:	Signed: _____ Date: _____ <small>(original signature required)</small>		
Fax:	Printed: _____		
E-mail:	Title: _____		
		Offeror's Federal ID Number	
Submission Checklist: Note: Your proposal submission must include all of the following documents			
UOSA Solicitation Disclosure Form		Attachment D	
Attachment A		All Signed Addendums if issued	
Attachment B			
Attachment C			

Acknowledge Receipt of Addenda:

The Offeror hereby acknowledges receipt of and compliance with the following Addendum(s) to this solicitation
_____, _____, _____, _____, _____, _____, _____

End of Attachment D

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL



Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 Compton Road, Centreville, VA 20121-2506 (703) 830-2200

Charles P. Boepple
Executive Director

Michael D. Reach
Deputy Executive Director

5/13/2016

TO ALL IFB RECIPIENTS:

For UOSA IFB# 16-06 Furnish, Deliver and Install Filter Media

SUBJECT: Addendum #1

The above numbered solicitation is amended as set forth below. The hour and date specified for receipt of bid submissions:

is not extended;

is extended

OFFERORS MUST ACKNOWLEDGE receipt of this Addendum by one of the following methods:

- a. By SIGNING and RETURNING (1) copy of this Addendum with the bid or proposal;
- b. By acknowledgement of this Addendum on Transmittal Form submitted with the proposal;
- c. By referencing its receipt in your Transmittal Letter

If by virtue of this Addendum if you desire to change a proposal already submitted, such change may be made by letter, provided it includes reference to the solicitation and this Addendum and is received prior to the due hour and date specified.

DESCRIPTION OF ADDENDUM:

Extension to bid submission due date

The new deadline for bid submission will be **Tuesday, May 24, 2016, 2:00 PM**. A subsequent addendum will be issued with answers to all questions received prior to the deadline for questions.

All other Terms, Conditions, Tables, Charts and Specifications, and Drawings not otherwise changed remain as originally stated or as shown.

ISSUED BY:

Upper Occoquan Service Authority


Dustin Baker, Technical Buyer 5/13/2016
Date

ACKNOWLEDGED BY:

Company/Offeror Name

Signature of Authorized Agent Date

Printed/Typed Name



Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 Compton Road, Centreville, VA 20121-2506 (703) 830-2200

Charles P. Boepple
Executive Director

Michael D. Reach
Deputy Executive Director

May 13, 2016

TO ALL IFB RECIPIENTS:

For UOSA IFB# 16-06 Furnish, Deliver and Install Filter Media

SUBJECT: Addendum #2

The above numbered solicitation is amended as set forth below. The hour and date specified for receipt of offers:

| x | is not extended;

| | is extended

The bid due date remains **5/24/2016, 2:00 PM** as set forth in Addendum #1 of the subject solicitation.

OFFERORS MUST ACKNOWLEDGE receipt of this Addendum by one of the following methods:

- a. By SIGNING and RETURNING (1) copy of this Addendum with the bid or proposal;
- b. By acknowledgement of this Addendum on Transmittal Form submitted with the proposal;
- c. By referencing its receipt in your Transmittal Letter

If by virtue of this Addendum if you desire to change a proposal already submitted, such change may be made by letter, provided it includes reference to the solicitation and this Addendum and is received prior to the due hour and date specified.

DESCRIPTION OF ADDENDUM:

Answers to questions received prior to the deadline for questions and additional diagrams and photos (Attachment A).

Q&A

1. Please confirm that a suitable water source (ie Fire Hydrant) will be available for the eduction of the media.
Water is available at a nominal pressure of 75 psi from 2" faucets within a few feet of the filters. Fire hydrants, also at a nominal pressure of 75 psi are nearby outside the building. UOSA will assist and set up temporary hoses if distances greater than 150 ft are required.
2. Please describe the access to the filters (pictures would be extremely beneficial).
See attached drawings and pictures. L/2 filters are in a filter gallery with access from above. Pressure tanks are outside, accessible by vehicles, and have two 20" hatches and a 30" flanged manway.
3. Please advise if there have been any addendums issued for this project?
This is the second addendum issued for this project.
4. Please clarify the particle size required for the high density gravel.
High Density Gravel shall be furnished by the contractor and be properly sized (1.40 mm to 1.60 mm) to match the bottom layer of the support media with the top layer of filter media (Gravel Layer). The Support Media shall match the physical characteristics of the Graded Gravel except that its specific gravity shall be 4.0 - 4.4. Uniformity coefficient shall be less than 2.2.



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Deputy Executive Director

5. Please confirm size of manways in the 12 pressure filters.

Pressure tanks are outside with two 20" hatches and a 30" flange manway.

6. How far from the staging area (where the educator will sit) is the farthest filter?

Contractor may use area immediately adjacent to filters, which is wide enough for vehicle passage, or if more space is needed, may use the outside area near the roll-up door as a staging area.

7. How fast (or slow) do the filters take to drain?

Note the 8" drain valve that EL 212.75 allows rapid draining of free water to just above media surface. Drainage from this point down depends on how much, and how clean, the installed media is.

8. For the pressure filters wouldn't the gravel gradations start with 1-1/2" x 3/4" and be different depths than the gravity filters?

For simplicity, gravel bed specifications provided in the IFB are specific to the gravity filters and bidders are requested to offer pricing appropriate for the gravity filters. The gravel bed design for the pressure filters does differ somewhat:

12"	1.5" X 3/4"
3"	3/8" x 3/4"
3"	3/16" x 3/8"

Prior to rebuilding pressure filters, vendor will be asked to document and validate any pricing difference between the gravity filter and pressure filter gravel beds. Note that while the total volume of gravel is similar because of the curved shape of the pressure filters, any increase or decrease in media volume relative to the bid figures can be accounted for at that time.

9. 1/8" x #10 is not available in this area would 1/8" x #12 acceptable?

For fair comparison of bids, please provide pricing based on 1/8" x #10. If the increased shipping cost from out of area is considerable, note the price deduct available for selecting 1/8" x #12. If 1/8" x #10 is simply not available, base pricing on 1/8" x #12 and make a notation to this effect.

10. Are the quantities specified "as delivered," or do they include a "skimming allowance?"

Filter size and final layer depths are after skimming. In bid quantities, include a skimming allowance of 1" for silica, anthracite and garnet. For high density gravel, include a 20% allowance for penetration of gravel into supporting media layer. No allowance is required for other gravel layers. Any material not used will be handed over to the owner.



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Deputy Executive Director

All other Terms, Conditions, Tables, Charts and Specifications, and Drawings not otherwise changed remain as originally stated or as shown.

ISSUED BY:

Upper Occoquan Service Authority



Dustin Baker, Technical Buyer

5/13/2006
Date

ACKNOWLEDGED BY:

Company/Offeror Name

Signature of Authorized Agent

Date

Printed/Typed Name