



UPPER OCCOQUAN SERVICE AUTHORITY

REQUEST FOR PROPOSALS #18-04

Settleability Pilot Equipment: Hydrocyclones

Issued By:

**Purchasing Department
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**Direct all written questions
to ContractP2NR@uosa.org
by the deadline shown on
this cover page.**

Date Issued:

February 20, 2018, 10:00 a.m.

**Pre-proposal
Conference:**

March 7, 2018, 10:00 a.m.

**Deadline For
Questions:**

March 14, 2018, 5:00 p.m.

**Proposals Must be
Received On Or
Before:**

March 28, 2018, 2:00 p.m.

NOTICE: *Firms who have received this solicitation package from a source other than UOSA's Purchasing Office are encouraged to contact UOSA's Purchasing Department to provide their name and mailing address in order that amendments to this solicitation or other communications can be sent directly 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.*

UOSA SOLICITATION DISCLOSURE FORM.....	i
1 SUMMARY INFORMATION	2
1.1 Introduction.....	2
1.2 Purpose.....	2
1.3 Period of Contract.....	2
1.4 New and “True Tested” equipment	2
1.5 Pre-Proposal Meeting and Site Inspections.....	2
1.6 Hours of Operation And Holidays	3
2 SCOPE OF WORK	4
2.1 Project Background.....	4
2.2 Pilot Objectives and Performance Criteria	6
2.3 Preliminary Design	8
2.4 Scope of Supply	10
3 SUBMISSION OF PROPOSALS AND METHOD OF EVALUATION	13
3.1 General.....	13
3.2 Responsibility of Offeror.....	13
3.3 Questions and Communications	13
3.4 Addenda to the RFP.....	13
3.5 Duration of Proposals	13
3.6 Proposal Organization.....	14
3.7 Instructions for Submitting Proposals	16
3.8 Contractor Identification	17
3.9 Qualifications of Offerors.....	17
3.10 Late Proposals	17
3.11 Proprietary Information	17
3.12 Evaluation Process.....	17
3.13 Acceptable and Unacceptable Proposals and Rejection of Offers.....	18
3.14 Ranking And Selection	18
3.15 Oral Presentations	19
3.16 Negotiation.....	19
3.17 Contract Award	19
STANDARD TERMS AND CONDITIONS	20
ATTACHMENT A - PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	33
ATTACHMENT B - TRANSMITTAL FORM.....	34
ATTACHMENT C – PROPOSED CONTRACT	35

UOSA SOLICITATION DISCLOSURE FORM

RFP Number: 18-04

RFP Due: Date: 3/28/18

RFP Title: Settleability Pilot Equipment: Hydrocyclones

RFP 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)

Name

Address

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 _____

Name (Printed) _____ Title _____

BIDDER/OFFEROR MUST RETURN THIS FORM WITH BID SUBMISSION

1 SUMMARY INFORMATION

1.1 Introduction

The Upper Occoquan Sewage Authority, doing business as The Upper Occoquan Service Authority (UOSA), is a public body politic and corporate organized under the Virginia Water 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

1.2 Purpose

The Upper Occoquan Service Authority (“UOSA” or “the OWNER”) is investigating the use of hydrocyclones to improve the settling characteristics of its conventional activated sludge system at the Millard H. Robbins, Jr. Regional Water Reclamation Plant (RWRP) in Centreville, Virginia. This Request for Proposals (RFP) is for the supply of the equipment and support services needed for a full-scale pilot investigation of this technology. The procurement process is being conducted in accordance with the competitive negotiation process described under the Virginia Public Procurement Act.

The preliminary design concepts presented herein are general in nature, and were originally described in the *Settleability Pilot Project – Project Definition Report* (CH2M, October 2017). This report is available to interested Offerors from UOSA by request. While the preliminary design concepts presented in the report are based on certain assumptions (i.e., hydrocyclones without the addition of “ballast” or other settling agents), the intent of this RFP is to allow for prospective Offerors to submit a proposal, based on their own specific design criteria and equipment, that provides, in their view, the best opportunity for UOSA to meet its overall objectives for the project.

1.3 Period of Contract

The term of any contract resulting from this RFP shall be from date of contract execution through calendar year 2023. Pricing for future units will be negotiated upon completion of the pilot study and final equipment configuration. Any future units will be considered as an optional purchase only. UOSA will be under no obligation to purchase any unit beyond the initial equipment awarded for this Pilot Study.

1.4 New and “True Tested” equipment

- A. All equipment furnished under any contract resulting from this RFP shall be factory new, unused equipment.
- B. No Beta items will be accepted. All equipment submitted for consideration shall be “True Tested” meaning it has been in production and certified for the intended application that the equipment has been designed and has been in use for a period of no less than eighteen (18) months.

C

1.5 Pre-Proposal Meeting and Site Inspections

UOSA will conduct an Optional Pre-Proposal Conference at the time and location indicated on the cover page of this RFP to give all potential Offerors an opportunity to collect necessary data

and to seek answers to any questions that they may have concerning this solicitation. UOSA will issue an addendum resulting from any clarifications noted at the Pre-Proposal Conference; no oral changes will be considered. Attendance at this Conference is **OPTIONAL**. Failure to attend the Pre-Proposal Conference will not prohibit Offerors from submitting Proposals. However, it is recommended that potential Offerors attend the Pre-Proposal Conference, as no claims for misunderstandings or lack of information pertaining to these requirements will be considered by UOSA.

1.6 Hours of Operation and Holidays

The normal hours of plant operation are 8:00 am through 4:30 pm; Monday through Friday excluding UOSA holidays. UOSA normally observes Virginia bank holidays.

End Section 1

2 SCOPE OF WORK

2.1 Project Background

The RWRP is an advanced waste treatment (AWT) facility with a treatment capacity of 42 million gallons per day (mgd) under average flow and load conditions and 54 mgd under maximum 30-day flow and load conditions. Peak hydraulic flow to the facility is 168 mgd. Facilities include preliminary and primary treatment, secondary treatment with biological nutrient removal, and tertiary treatment facilities consisting of chemical treatment with lime, recarbonation, filtration, granular-activated carbon filtration, and disinfection. Screened and de-gritted primary effluent can be equalized to limit the influent flow to the biological treatment system to a maximum of 68 mgd at design conditions. Current average influent flow to the RWRP ranges from 32 to 35 mgd.

Influent wastewater characteristics are consistent with the municipal nature and limited number of industrial contributors within the area served by the RWRP. Table 1 summarizes typical wastewater characteristics for the raw sewage, secondary effluent, and the regulatory discharge requirements for the facility.

TABLE 1
Typical Raw Sewage and Secondary Effluent Characteristics and Regulatory Discharge Requirements

Parameter	Typical Raw Sewage Characteristics (Max. Month)	Typical Secondary Effluent Characteristics	Discharge Requirements for Final Effluent ^a
Maximum Monthly Flow (mgd)	32 - 35	----	----
Biochemical Oxygen Demand (BOD), mg/L	200	NA	NA
Total Suspended Solids (TSS), mg/L	214	< 10	1.0
Chemical Oxygen Demand (COD), mg/L	538	< 30	10.0
Total Kjeldahl Nitrogen (TKN), mg/L	38	< 2	1.0
Ammonia (NH ₃ -N), mg/L	25	< 1.0	-----
Total Nitrogen (TN), mg/L	-----	5 – 15 ^b	5 – 15 ^b
Total Phosphorus (TP), mg/L	7	< 3	0.1
Turbidity (Nephelometric Turbidity Units, NTU)	-----	< 3	0.5 NTU

a) Most discharge requirements are governed by the Occoquan Policy.

b) Effluent discharge concentrations for TN vary seasonally to according to an operating strategy that allows the plant to meet its annual Wasteload Allocation (WLA) for nitrogen under the Chesapeake Bay Program while also protecting the Occoquan Reservoir receiving stream by partially curtailing denitrification operations during summer months for the purpose of discharging nitrate-nitrogen into the reservoir to prevent it from becoming anaerobic.

Figure 1 is a schematic view of the existing secondary treatment facilities. As shown on the figure, the facility is designed as two separate treatment trains with 60% of the treatment capacity on the West side and 40% on the East side. The East-side process trains are the oldest facilities and are highlighted in “blue” on Figure 1. The plant was designed for operation as a single facility or as two separate facilities. However, the plant has always been operated as a single facility.

Return activated sludge (RAS) for each train is separately conveyed from RAS Pump Stations 9/1 (East) and 9/2 (West) to Primary Effluent Lift Station (PELS) 55/1 on the East side and 55/2 on

the West side. RAS flow is then split to the individual biological treatment trains (i.e., selectors and aeration basins) at the RAS Distribution Channels located at each PELS facility. Within the selector basins, the RAS flow is combined with Primary Effluent (PE) and conveyed to the aeration basins.

The East-side consists of three biological treatment trains (Selectors 1-3 and Aeration Basins 5/1 through 5/6) and four secondary clarifiers (6/1 through 6/4). Isolation of the three individual trains on the East side is more easily accomplished than is isolation of individual trains on the West side due to the current piping arrangements. Both treatment trains are designed in a Modified Ludzak-Ettinger configuration (i.e., recycle of nitrified mixed liquor to a single anoxic zone at the front end of the aeration basins).

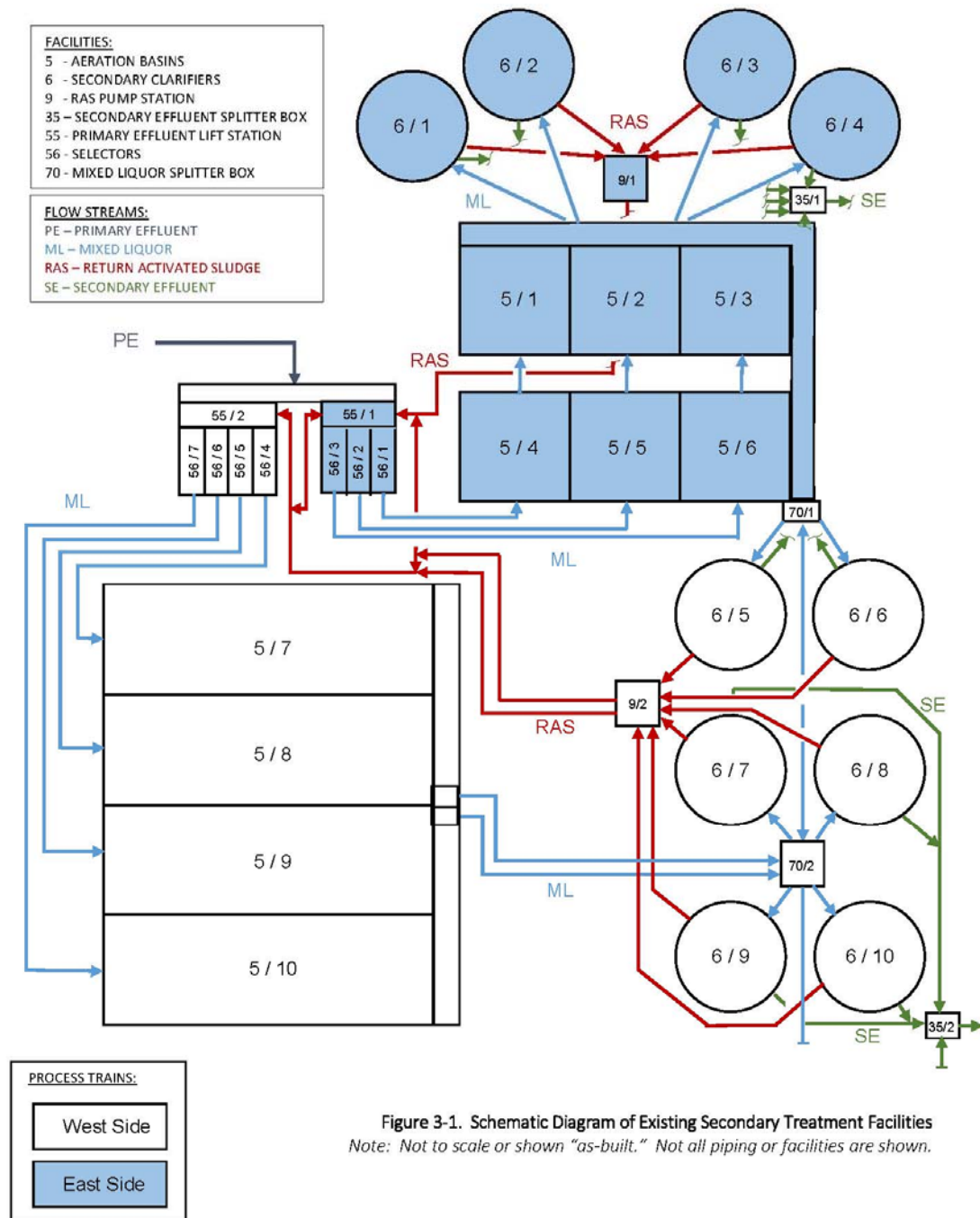


Figure 3-1. Schematic Diagram of Existing Secondary Treatment Facilities
 Note: Not to scale or shown "as-built." Not all piping or facilities are shown.

Figure 1. Schematic Diagram of Existing Secondary Treatment Facilities
 Note: Not to scale or shown "as-built." Not all piping or facilities are shown.

Table 2 is a simplified summary of design criteria for the secondary treatment facilities under average-day (42 mgd) and maximum 30-day (54 mgd) conditions for the following parameters:

- Flow
- Flow split (percent and flow per train)
- Number of units (on-line and off-line)
- Flow per unit
- Selector/aeration basin volume
- Detention time
- Secondary clarifier overflow rate

The RWRP was designed to comply with permit limits with the largest treatment unit off-line (i.e., out-of-service or reserved as a “spare.”). This conservative design criterion to provide redundancy and enhance reliability was mandated by the Occoquan Policy when the plant was originally constructed. Consequently, one aeration basin and one secondary clarifier on the West side are assumed to be off-line when the plant is at its full design capacity.

TABLE 2
Design Summary for UOSA Secondary Treatment Facilities

	Flow Split			West Side			East Side		
	Total	West	East	Total	On-Line	Off-Line	Total	On-Line	Off-Line
Maximum-30 Day Flow and Load Conditions									
Design Flow (mgd)	54	60%	40%	32.4	-----	-----	21.6	-----	-----
<u>Selectors/Aeration Basins</u>				4	3	1	3	3	0
Flow per Unit (mgd)				32.4	10.8	-----	21.6	7.2	-----
Volume (MG)				15.1	11.3	3.8	9.5	9.5	0.0
Detention Time (hours)					8.4			10.6	
<u>Secondary Clarifiers</u>				6	5	1	4	4	0
Flow per Unit (mgd)				32.4	6.5	-----	21.6	5.4	-----
Overflow Rate (gpd/sf)					527	-----		439	-----
Average Day Flow and Load Conditions									
Design Flow (mgd)	42	50%	50%	21	-----	-----	21	-----	-----
<u>Selectors/Aeration Basins</u>				4	3	1	3	3	0
Flow per Unit (mgd)				21.0	7.0	-----	21.0	7.0	-----
Volume (MG)				15.1	11.3	3.8	9.5	9.5	0.0
Detention Time (hours)					13.0			10.9	
<u>Secondary Clarifiers</u>				6	5	1	4	4	0
Flow per Unit (mgd)				21.0	4.2	-----	21.0	5.3	-----
Overflow Rate (gpd/ft ²)					341	-----		427	-----

Note: Assumes the largest treatment unit is out-of-service.

2.2 Pilot Objectives and Performance Criteria

The objective of the pilot study is to investigate the use of hydrocyclones to improve the settling characteristics of the conventional activated sludge system at the RWRP. As flows and loads increase at the RWRP, the need for stable and predictable secondary clarifier performance will become increasingly important to day-to-day operations. Stable operations during periods of plant stress (e.g., cold weather, peak flow, or plant upset conditions) are critical to permit compliance.

Through a comprehensive, full-scale, one-year pilot study, UOSA intends to determine whether WAS hydrocyclones are a viable and reliable technology to improve sludge settleability and process stability and thus increase secondary treatment capacity (i.e., operate a higher mixed liquor suspended solids (MLSS) concentrations and secondary clarifier solids loading rates (SLR) and design flows and loads). The pilot study will be conducted on half of the RWRP with the other half operated as a “control” to allow for a side-by-side comparison of sludge settleability and plant performance for each train under similar flow and loading conditions.

The pilot study has the following general objectives:

- Improve MLSS settleability and reduce the variability in sludge volume index (SVI) measurements. A noticeable and consistent improvement in SVI values would be one indicator of pilot success.
- Provide additional clarity on the allowable maximum SLR at UOSA. Currently, the plant design is based on a maximum allowable SLR of 25 lb./day/ft² at a relatively conservative SVI of 150 mL/g. However, stress testing at the plant indicates that a less conservative SLR of up to 45 lb/day/ft² at an SVI of 90 mL/g might provide acceptable settling results. A successful pilot effort would reduce the gap between these two loading rates and result in more certain guidelines for operational decisions during extreme events.
- Provide additional clarity as to when it will be necessary for UOSA to engage in a major construction project to provide either additional aeration basins or secondary clarifiers to increase design capacity.

Figures 2 and 3 illustrate the distribution of historical SVIs at the RWRP. The historical data show that the plant SVI was less 150 mL/g (a generally accepted criterion for good settling solids) approximately 90 percent of the time. On the other hand, the plant SVI was greater than 100 mL/g about 33 percent of the time. Statistical results from the pilot study that reduce the peak SVI, increase the percentage of time that SVIs are below some benchmark value, or decrease SVI variability would all be indicators of successful operation.

The success of the pilot study will be determined through a comparison of pilot plant performance to that of the control plant and historical data. A baseline analysis will be conducted prior to pilot operation to assess current sludge settling characteristics. During pilot operation, SVI data for the pilot and control plants will be consistently collected for comparison to historical data such as that shown in Figures 2 and 3.

UOSA will also evaluate other potential indicators of the effects of hydrocyclones on sludge settleability and biomass composition using analytical techniques such as solids flux analyses, fractionization of MLSS constituents, solids mass balance calculations, biomass activity testing, and microbial analysis of MLSS.

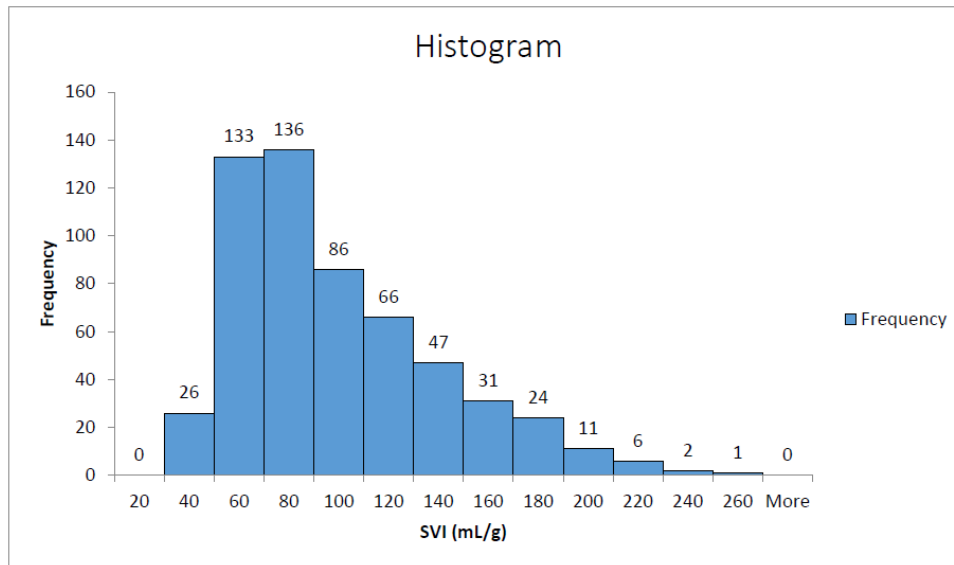


Figure 2. Histogram of Historical UOSA SVI Data

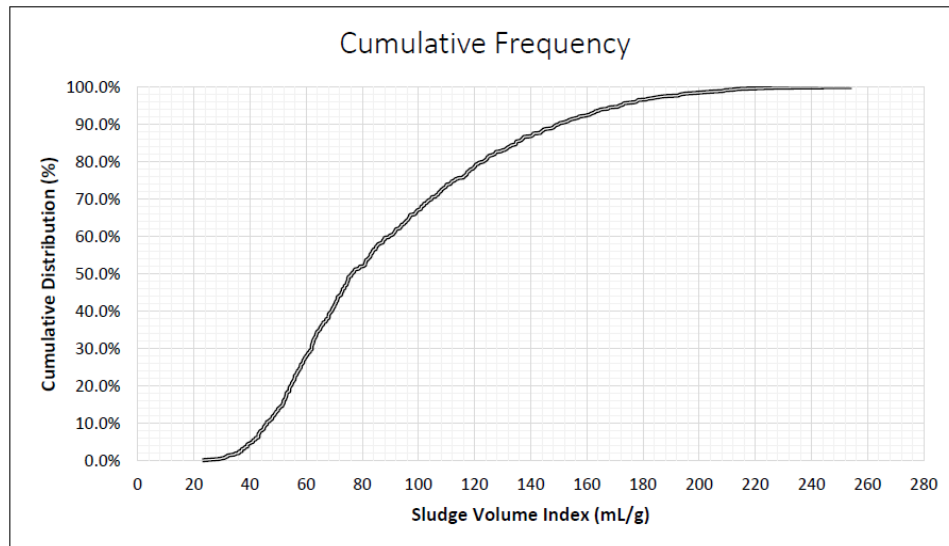


Figure 3. Cumulative Frequency of Historical UOSA SVI DATA

2.3 Preliminary Design

To conduct the pilot study, the East-side facilities will be completely isolated from those on the West side to allow the East-side facilities to be operated with the proposed settleability improvements while the West-side facilities are operated without the proposed improvements. This arrangement allows for a side-by-side performance comparison of the two treatment trains: one with the proposed settleability improvements and one without.

Table 3 is a summary of how the plant might be operated at current flows with one basin out-of-service on each side of the plant. The table is based on the current (approximate) average flow of 33 mgd and a 60%-40% flow split between the East-side and West-side basins.

This flow split allows one process train to be taken out-of-service on each side and allow the clarifier overflow rates and hydraulic retention times for each side to be approximately the same. For useful and comparable pilot results, every effort should be made to allow each train to operate under similar conditions.

TABLE 3

Design Summary for UOSA Secondary Treatment Facilities (Pilot Operation)

	Flow Split			West Side			East Side		
	Total	West	East	Total	On-Line	Off-Line	Total	On-Line	Off-Line
Current Flow with Pilot Facilities on the East-side Process Train (one unit out-of-service on each side)									
Assumed Flow (mgd)	33	0.6	0.4	19.8	----	----	13.2	----	----
<u>Selectors/Aeration Basins</u>				4	3	1	3	2	1
Flow per Unit (mgd)				19.8	6.6	----	13.2	6.6	----
Volume (MG)				15.1	11.3	3.8	9.5	6.4	3.2
Hydraulic Retention Time (HRT, hours)					13.8			11.6	
<u>Secondary Clarifiers</u>				6	5	1	4	3	1
Flow per Unit (mgd)				19.8	4.0	----	13.2	4.4	----
Overflow Rate (gpd/sf)					322	----		358	----

Note: Assumes one unit out-of-service for each treatment train.

Table 4 summarizes the approximate WAS rate for average and maximum 30-day design flows. The table also shows the approximate WAS rates expected for current average flow, based on current operating data. Flows are based on a 7 day per week wasting schedule. Current WAS concentrations typically range from 7,000 mg/l to 8,000 mg/l.

As shown in the table, the range of WAS flow rates for the East side of the plant at design capacity varies, depending on plant flow, the flow split between the East and West sides of the plant, and the number of trains in operation. For two trains of aeration basins online in the East plant (i.e., a scenario similar to that shown in Table 3), the WAS rate per train would range from approximately 38 to 75 gpm. Actual WAS rates will change as a function of MLSS inventory and the WAS concentration required to maintain a constant SRT.

TABLE 4
Design WAS Rates and Preliminary WAS Rates for Pilot Operation

Design WAS Rates and Preliminary WAS Rates for Pilot Operation									
Flow Condition	Flow (mgd)	Flow Split		Total WAS Flow		WAS Split (gpm)		East-Side WAS (gpm) per Train in Operation	
		West	East	WAS (mgd)	WAS (gpm)	West	East	3 Trains	2 Trains
Design Flows									
Max 30-day	54	0.6	0.4	1.25	869	521	348	116	--
Average	42	0.5	0.5	1.00	695	348	348	116	--
Expected Pilot Operation at Current Conditions									
Max 30-day	39.5	0.6	0.4	0.54	375	225	150	--	75
Average	31.5	0.27	0.73	0.41	285	208	77	--	38

The pilot facility will be constructed on only the East-side plant, and will be located on the upper concrete deck at the RAS distribution channel of PELS 55/1. WAS is also pumped from the system at this location. RAS is accessible at this location and could be easily pumped out of the channel to the hydrocyclones. Depending on how the pilot is configured, underflow from the hydrocyclones could either be directed back into the RAS distribution channel or to individual process trains. The overflow from the hydrocyclones will be conveyed to the WAS system. This overflow stream will likely need to be pumped, since it cannot flow by gravity to a WAS collection wet well from this location.

Figure 4 is a preliminary process diagram (instrumentation is not shown) for the settleability pilot system. Three individual (modular) skid-mounted systems are shown (one for each process train). Each system is shown as having the hydrocyclone underflow conveyed by gravity to either the RAS distribution channel or directly to the individual process trains (the latter is shown in dashed lines). Arranging the system so that one hydrocyclone train is dedicated to a single process train is the recommended approach for this pilot. Such a system will be relatively easy to construct and will remove at least one variable (RAS flow splitting) from the analysis.

Figure 5 is a preliminary isometric view of the same equipment (i.e., three hydrocyclone trains, one for each process train). Figure 3 provides a good perspective on the relationship of the pilot equipment to the PELS/Selector facilities and the overall treatment process.

2.4 Scope of Supply

It is anticipated that the successful Offeror will provide equipment and services to process a waste activated sludge flow stream from a return activated sludge flow stream to select for more readily settleable fractions that could be returned to the process for enhancing the overall settleability of the aggregate mixed liquor in the RWRP secondary clarifiers.

Equipment and services to be provided by the Offeror:

- Hydrocyclones
 - Manifolds/banks of hydrocyclones to be installed on the upper deck of the East plant PELS. Each manifold/bank to be designed to process flow rates for a

separate east-side train to achieve an overall wasting rate after separation ranging from 38 to 116 gpm (flow rates summarized in Table 4), with redundant capacity.

- The hydrocyclone manifolds must provide for easy access for sampling of hydrocyclone underflow and overflow streams.
- Include individual feed pumps for each manifold, sized for the total anticipated flow of combined hydrocyclone recycle and waste flow streams necessary to achieve the specified wasting rate excluding recycle flow. Final pump selection for the successful Offeror based on final layout information provided by UOSA.
- Consider hydrocyclone and system configuration to maximize total combined hydrocyclone feed and recycle to maximize return (and anticipated overall process response) while maintaining the desired wasting rate.
- Offeror shall provide separate pricing for either two or three hydrocyclone manifolds to allow UOSA to determine the most cost-effective installation within its budget constraints.
- Ballast material (optional)
 - While ballast material is optional, it is the Owner's preference that any proposed hydrocyclone equipment be capable of operating both with and without ballast material.
 - Ballast material for the East-side activated sludge system (design criteria summarized in Table 4).
 - Any necessary equipment needed to recover, recycle, and/or replenish any proposed ballast material or settling aid.
- Suggested support services level of effort, anticipated labor rates, and expenses assumed to be provided throughout the pilot program, as follows:
 - Design period support to finalize the sizing and configuration of the proposed equipment and any required appurtenances, including any shop drawings needed to completely define the system.
 - Support services for equipment start-up and commissioning including certification of equipment proper installation.
 - Support services during pilot operation to assist with equipment adjustments and/or interpretation of data and results.
- Equipment procurement:
 - UOSA intends to enter into a Contract and issue a Purchase Order for the purchase of the selected equipment and systems with the selected Offeror.
 - UOSA will consider alternative procurement approaches, including rent-to-own, leasing, in-kind services, etc., as may be advantageous to all parties. Offerors who wish to propose such alternatives are encouraged to do so, while also proposing a conventional purchase arrangement.

The following equipment and services are intended to be provided by others (The final scope is negotiable, and *with the exception of installation services*, Offerors may elect to propose some of the below-listed items, particularly if they are part of a pre-engineered, modular system typically provided by the Offeror):

- Hydrocyclone underflow pumps (if necessary; not anticipated to be required)
- Hydrocyclone overflow pumps

- Pipes and valves to/from hydrocyclone manifolds
- Instrumentation
- Canopy/covering for hydrocyclone manifolds
- Installation of hydrocyclone equipment, piping, electrical, and instrumentation (submission of this pricing is not allowable under this Request for Proposal)

Offerors shall note the following:

- The RWRP does not currently operate any hydrocyclone-based processes, and does not intend to operate such processes in the foreseeable future. The Offeror should not assume that a continuous source of granular biomass is available as “seed” sludge, and shall not make any such process or biomass source a prerequisite for the use of its equipment and/or processes.
- Offerors shall assume all responsibility and warrant that the proposed equipment and/or process configurations do not infringe upon any intellectual property rights of any third party. Offerors shall indemnify and shall hold UOSA and its agents or designees harmless from any patent infringement claims or liabilities.
- Offerors shall agree to share technical and operations data with UOSA and waive ownership of any data resulting from pilot operations to allow UOSA and its agents or designees to present or publish papers on any aspect of the pilot study.
- See Terms and Conditions Section 3.13 for specific requirements regarding Ownership of Work and hold harmless provisions for copyright, patents and inventions, etc.

End Section 2

3 SUBMISSION OF PROPOSALS AND METHOD OF EVALUATION

3.1 General

The following general information is provided and shall be carefully followed by all Offerors to insure that proposals are properly prepared.

- A. A transmittal letter prepared on the Offeror's business stationery must accompany the proposal.
- B. Each Offeror must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority to bind the corporation to the terms and conditions of this solicitation.
- C. UOSA reserves the right to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of UOSA.

3.2 Responsibility of Offeror

The Offeror shall make a careful examination to determine accuracy of the specifications and the Work required to fulfill this contract, and shall be satisfied as to the quantity and quality of materials and workmanship required for the Work. UOSA shall not be held responsible for any drawings omissions. The Offeror shall carefully and thoroughly examine the requirements, specifications, and other Contract documents provided with this RFP before submitting an offer.

3.3 Questions and Communications

All contact between Offerors and UOSA with respect to this solicitation will be formally held at scheduled meetings or in writing through the Purchasing Department. 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 UOSA Purchasing Department, by the deadline 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 Offeror/Contractor.

Communications between prospective Offerors, 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.

3.4 Addenda to the RFP

UOSA reserves the right to amend this solicitation at any time prior to the deadline for submitting proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be given in the form of a written Addendum that will be provided to all prospective Offerors who are on record with the Purchasing Department as having received this solicitation. Addenda will be distributed within a reasonable time to allow Offerors to consider them in preparing their proposals. If in the opinion of the Purchasing Manager, the deadline for receipt of proposals does not allow sufficient time; the deadline shall be extended. Acknowledge your receipt and compliance with the Addenda by noting it in the space provided on the Transmittal Form (Attachment "C"). Failure to acknowledge receipt of an Addendum may result in rejection of the proposal.

3.5 Duration of Proposals

Proposals shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another

120 days. Offers will be automatically renewed until such time as either an award is made or proper Notice is given to UOSA of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

3.6 Proposal Organization

Failure to include any of the below listed Proposal elements may be considered grounds to deem the proposal non-responsive.

A. Technical Proposal

Offerors are requested to submit eight (8) sets of a written Technical Proposal plus **one original set with an original signature uniquely identified as "original" on the cover of the volume.** In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Failure to adhere to the prescribed format may result in finding the proposal non-responsive. Proposals shall be limited to thirty (30) double sided pages, excluding cover letters, required forms, and appendices. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. All proposal elements shall be included in the Technical Proposal and shall include at a minimum the following:

1. Cover Letter (not included in page count)
2. Transmittal Form (Attachment B) (not included in page count)
3. SCC ID Form/Statement (Attachment A) (not included in page count)
4. Completed and signed RFP Disclosure Form (not included in page count)
5. Development and status of the proposed products
6. Demonstrated ability of the Manufacturer and/or Supplier to deliver and support product(s) and the pilot study effort at UOSA.
7. Engineering and operational aspects of the Manufacturer's and/or Supplier's products(s)
8. Schedule and Delivery
9. Costs (refer to Appendix A for guidelines)

- B. The elements listed in paragraph A, above, parallel the basis of UOSA's proposal evaluation criteria. UOSA is not responsible for failure to locate, consider, and evaluate qualification factors presented outside this format. Table 5 provides guidelines to each Offeror for information to include in its proposal along with the maximum points for each section indicated:

TABLE 5
Selection Criteria

	Selection Criteria	(Maximum Points) and Score
1	Development and status of the proposed product(s):	(20 points)
1.1	Describe the experience of the Manufacturer and/or Supplier with comparable applications. <ul style="list-style-type: none"> - Describe the number of years of experience that your company has had with wastewater treatment and hydrocyclone applications. - Describe any current and/or anticipated patent and our licensing agreements for the proposed equipment and or process configurations and describe the Offeror's status as an authorized supplier for the proposed equipment - Provide a list of at least two, and no more than four, installations (preferably in the United States), which you consider to be most comparable in size, scope, and complexity to this project. Provide the following information for each installation: <ul style="list-style-type: none"> - Geographical location. - Owner name and point of contact (include contact name and phone number). 	

TABLE 5
Selection Criteria

	Selection Criteria	(Maximum Points) and Score
	<ul style="list-style-type: none"> - Plant capacity. - Year of installation. - Installation type (municipal or industrial). - Typical raw sewage characteristics (BOD, TSS, TKN, etc.) - Process schematic of the overall treatment plant - Performance criteria (i.e., discharge limits) with a comparison to actual performance. 	
2	Demonstrated ability of the Manufacturer and/or Supplier to deliver and support the product and pilot study effort at UOSA:	(15 points)
2.1	Describe the financial status of the Manufacturer and/or Supplier. <ul style="list-style-type: none"> - Include a copy of the most recent audited financial statement of your company, or of the division of your company that is directly responsible for the proposed equipment. 	
2.2	Describe the historical relationship between Manufacturer and Supplier (if they are not the same entity), including the date of the initial venture, where applicable.	
2.3	Discuss the accessibility of the Manufacturer and/or Supplier and discuss your willingness to actively participate as a partner in the design, construction, and operations phases for the pilot facility. Accessibility shall include the geographical proximity of Manufacturer/Supplier's design engineering staff to northern Virginia.	
2.4	Discuss the ability of the Manufacturer/Supplier to provide equipment and services in the Virginia and metropolitan Washington D.C. area including a list of technical service support staff and inventory of critical equipment.	
2.5	Describe the experience of Offeror's team members in managing support for similar pilot and full-scale demonstrations.	
2.6	Provide your proposed terms and conditions for the warranty of the proposed equipment	
3	Engineering and operational aspects of the supplier's product(s):	(15 points)
3.1	Describe the proposed equipment type, configuration, etc.	
3.2	Describe the anticipated operating characteristics of the proposed equipment.	
3.3	Describe the recommended operations and maintenance procedures for ensuring and describe monitoring performance.	
4	Schedule and Delivery	(15 points)
4.1	Provide an anticipated delivery schedule, starting with Contract Award. The schedule shall include estimated times for shop drawing preparation, review, fabrication, and equipment delivery. The schedule shall identify if the proposed equipment is non-ballasted or ballasted. Any proposed equipment requiring ballast shall also specify the delivery of the ballast material. Furthermore, if the proposed equipment is capable of operating both with ballast and without ballast material, the schedule shall describe any variations in the schedule based on the use of ballast material.	
5	Overall soundness of the Manufacturer's and/or Supplier's proposal	(10 points)
5.1	Present a proposal for the equipment and services, based generally on the preliminary design concepts presented herein. Both ballasted and non-ballasted hydrocyclone installations will be considered.	
5.2	Provide a proposed scope of supply and services. It is recognized that the scope of supply and services will differ for each Manufacturer/Supplier. The scope of supply and services will be refined and finalized during the competitive negotiation process. Provide a narrative description of the Offeror's proposed technical approach towards the use of hydrocyclones for improving the settleability of conventional activated sludge. Include a discussion of equipment sizing, ballasted versus non-ballasted operation, recommended monitoring procedures, recommended indicators of success, etc.	
5.2.A	Based on 5.2 above, the proposed hydrocyclone equipment has demonstrated experience operating without ballast material.	(5 points)
5.2.B	Based on 5.2 above, the proposed hydrocyclone equipment has demonstrated experience operating with ballast material.	(5 points)

TABLE 5
Selection Criteria

	Selection Criteria	(Maximum Points) and Score
6	Estimated Costs (Refer to Appendix A for Guidelines)	(15 points)
6.1	Provide in good faith, a best and most reliable estimate of levels of effort and associated costs for the proposed support services proposed and for interaction with UOSA and the design engineer's staff during the design, construction, and operation phases of the project. Include estimated labor rates and travel and subsistence costs.	
6.2	Provide in good faith, a best and most reliable estimate of the cost for the proposed scope of supply presented in your proposal (it is understood that the final scope of work and price may vary from the budget price presented in the proposal stage, depending on the final configuration of the project).	
6.3	Pricing Scenarios: Provide separate line item pricing for both two and three manifolds of hydrocyclones to allow UOSA to determine which approach is the most cost-effective and suitable for this pilot study.	
6.4	If the proposed equipment can operate with or requires ballast material: Provide separate line item pricing for any ballast material and any additional equipment or modifications required to support the ballast material.	
6.5	Provide in good faith, a best and most reliable estimate of annual operating costs for power, chemicals, expendables, and annual maintenance costs. Expendables shall include the estimated frequency and replacement requirements for any proposed "ballast" materials and/or settling agents.	
Maximum Possible Points		(100 points)

3.7 Instructions for Submitting Proposals

- A. The deadline for submitting Proposals is shown on the cover sheet. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Purchasing Department. Proposals will be opened in accordance with the provisions of the Virginia Public Procurement Act. There will be no public proposal opening. The list of prospective Offerors shall be available for public inspection only after Contract Award or upon cancellation of the solicitation.
- B. The attached Transmittal Form (Attachment B) must accompany the proposal. The purpose of this form is to formally submit the proposal and bind the Offeror to the terms, conditions and specifications contained in the solicitation. The Form must be signed by an individual who is authorized to bind the Offerors' firm to all items in the proposal including products, services, etc., and prices, contained in the proposal. A transmittal letter may be substituted for the attached form. If used, the transmittal letter must include an affirmative statement that the person signing the transmittal letter is authorized to bind his/her firm and include all of the information contained on the Transmittal Form.
- C. Submit one (1) original and eight (8) copied sets of your Proposal. An additional electronic copy of each volume shall be submitted. The electronic copy shall be submitted on a physical format, either USB flash drive or optical media, along with the printed hard copies. The set of originally signed documents must be uniquely identified on the cover of each volume.

All Proposals shall be submitted as hard copies in sealed envelopes or packages. **No electronic submissions will be accepted.** All packages shall be sent to the UOSA Purchasing Department at the address identified on the cover sheet of this RFP. Packages shall be labeled as follows:

From: _____

Name of Offeror	Due Date
Street _____	RFP No. _____
City, State, Zip Code _____	RFP Title _____

SAMPLE

3.8 Contractor Identification

All Offerors must provide all information required by UOSA RFP Disclosure Form (page #1 of this RFP) applicable to the Offeror; failure to comply shall make the Proposal nonresponsive. All Offerors also shall include the following in their Transmittal Form (Attachment B). Failure to include the required information in the Transmittal Form shall make the Proposal nonresponsive and the Proposal will not be opened or considered:

- A. Individual Offerors must provide their social security numbers.
- B. Proprietorships, partnerships, corporations, limited liability companies, business trusts, limited partnerships or limited liability partnerships must provide their Federal Employer Identification Numbers.

3.9 Qualifications of Offerors

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

3.10 Late Proposals

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

Proposals may only be canceled by submitting written notice at least 15 days before the expiration of the then current 120-day period.

3.11 Proprietary Information

It shall be the responsibility of each Offeror to clearly mark any part of his proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Offerors shall not mark sections of their proposal PROPRIETARY OR CONFIDENTIAL if such section is to be part of the award of the contract and are of "Material" nature, (i.e., Prices, company information currently available to the public).

3.12 Evaluation Process

- A. Evaluation Committee: UOSA will establish an Evaluation Committee (the "Committee") to review and rank each proposal. The Committee will be composed of UOSA staff from the Technical Services Division, the Treatment Process Division, Operations and Maintenance, and other individuals as so designated by UOSA. The Committee may request additional technical assistance from other sources.

- B. Qualifying and Evaluating Proposals: Each proposal will be reviewed for compliance with the requirements of this RFP. The Offeror assumes responsibility for addressing all requirements listed in the SOW. Each proposal will be evaluated according to the elements listed in Paragraph 3.5.b.

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification in a timely manner, when so requested.

UOSA's Purchasing Manager may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Evaluation Committee may make such reasonable investigation, as it deems proper and necessary to determine the ability of the firm to perform the work. The Evaluation Committee and/or its representative(s) reserve the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

After review and evaluation, and based on its sole discretion, UOSA reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

The award will be made to the responsible Offeror whose Proposal is ranked highest by the Evaluation Committee which reflects the offer determined to be most advantageous to UOSA.

Should UOSA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3.13 Acceptable and Unacceptable Proposals and Rejection of Offers

UOSA reserves the right to reject any or all proposals received. Proposals must meet or exceed the mandatory requirements of the Specification section. If an Offeror does not meet a mandatory requirement, UOSA may classify the proposal as "not responsive." The Evaluation Committee may determine that an Offeror is "not responsible," if the Offeror does not have the capabilities in all respects to perform the Work required. The Committee may determine that a proposal meets the Specification but does not raise itself to the competitive level of some or all of the other offers. In such instances, the Committee shall issue a determination that any and all such proposals are "not reasonably susceptible of being selected." Offerors deemed by the Committee to be not responsive, not responsible, or not reasonably susceptible of being selected will be excluded from further consideration and the Offeror so notified.

3.14 Ranking and Selection

Proposal evaluation will consist of an in-depth evaluation by the Committee of each Offeror's technical response and costs as submitted. Firms deemed not qualified or unable to satisfy the technical criteria will be so notified and eliminated from further consideration. Each Technical Proposal will be ranked after it has been evaluated. UOSA may invite up to the four highest ranked Offerors to make an oral presentation and enter into further discussions or may enter directly into negotiations with the highest ranked firms. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror, which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror. Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly

qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3.15 Oral Presentations

Finalists may be required to make individual presentations to the Committee as part of the technical evaluation process. If so notified by the Purchasing Agent, the Offeror must provide a presentation within two calendar weeks of notification or as may be arranged by the Purchasing Agent.

3.16 Negotiation

After selection, but prior to Contract Award, the Evaluation Committee reserves the unilateral right to negotiate any aspect of the proposal or proposed Contract in any manner that best serves the needs of UOSA and is within the scope of the solicitation.

3.17 Contract Award

A Contract(s) will be awarded to the Offeror(s) whose proposal(s) is determined to be the most advantageous to UOSA. The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror will be the sole point of contact with regard to all contractual responsibilities.

End Section 3

STANDARD TERMS AND CONDITIONS

[Non-Construction]

The following Terms and Conditions establish requirements and conditions governing responsibility, policy, and procedures under the Contract Documents that apply during the performance of the Contract and Warranty Period. Additional requirements and conditions appear in other Contract Documents. The Contract Documents may be modified only in writing, signed by the Owner.

ARTICLE I **DEFINITIONS**

Whenever used in this solicitation or in the Contract Documents, the following terms have the following meanings, which are applicable to both the singular and plural and the male and female gender thereof:

- 1.0 Acceptance:** UOSA's acceptance of any Phase or of the Project as a whole from the Contractor upon confirmation from the Contract Manager and the Contractor that the Phase or the Project as a whole is totally complete in accordance with the Contract requirements and that all defects have been eliminated. Final Acceptance is UOSA's written determination that the Work (excluding Warranties) is complete. Final Acceptance is confirmed by the making of Final Payment of the Contract Price for the affected Phase or for the Project as a whole including any Change Orders or other modification thereto. Contractor is responsible for all Work until Final Acceptance.
- 1.1 Bidder:** The individual or business entity who or which submits a Bid or a Proposal to the RFP or IFB (see also, Offeror).
- 1.2 Change Order:** A written modification to the Contract affecting Contract Price or Contract Time, or both, signed by both parties. A Unilateral Change Order is a Change Order issued by UOSA establishing a modification when the parties cannot agree on a Change Order, with the right reserved to the Contractor to initiate a claim if the parties are unable to agree on the disputed terms. Any modification to the Contract affecting Contract Price or Contract Time shall be made only by Change Order or Unilateral Change Order.
- 1.3 Contract:**
- A. "The Contract" is the written agreement of the parties, and shall be deemed to incorporate the Contract Documents covering the performance of the Work and the furnishing of services, labor, materials, Equipment, incidental services, tools, and equipment for the performance of the Work. It shall be deemed to include Supplemental Agreements amending or extending the scope of the Work contemplated and which may be required to achieve Acceptance and Final Acceptance or both. The Contract, as so defined, represents the entire and integrated agreement between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, both written and oral.
 - B. References to the "executed Contract" or the "signed Contract" refers to that portion of the Contract signed by parties. An example of the executed Contract is provided as Attachment C. For Projects under \$50,000 and where specifically noted therein, a Purchase Order may take the place of the executed Contract.
 - C. The Contract may be modified only in writing signed by the Owner. The Contractor recognizes that no representative or agent of Owner has any authority to modify the Contract Documents in any other manner, express or implied. The Contractor agrees that it shall not rely upon or in any way assert the occurrence of any modification of any Contract Document other than in writing signed by the Owner and waives any right or ground to do so.
- 1.4 Contract Documents:** The Contract Documents consist of the Invitation for Bid ("IFB") OR the Request for Proposal ("RFP"), a signed copy of the Bid Form OR Proposal (including drawings and submittals and excluding any terms and conditions contrary or in addition to those in the RFP unless specifically agreed to in writing as a Supplemental Condition), the signed Contract, the Payment Bond (if any), the Performance Bond (if any), the Terms and Conditions, the Supplemental Conditions, and shall include all modifications of any of the foregoing incorporated by Addenda into the Contract Documents prior to execution of the Contract, and all Supplemental Agreements or Changes to the Contract Documents made subsequent to execution of the Contract.
- 1.5 Contract Manager:** The UOSA employee designated for purposes of oversight of the Contract and the Work. The Contract Manager is the Owner's authorized representative for all aspects of the Contract after Contract Award. UOSA may also designate a Technical Representative for routine coordination with the Contractor. The Contract Manager and the Technical Representative, if any, should be identified in the executed Contract. However, any change to the Contract affecting the Contract Price or the Contract Time is not effective and has no force and effect unless and until signed by the UOSA Executive Director or, in the absence of the Executive Director, UOSA Deputy Executive Director, or designee.
- 1.6 Contract Price:** The total compensation to be paid the Contractor for performance of all requirements of the Contract Documents. 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." Any claim or request by the Contractor for additional compensation for any reason shall be deemed to be a claim for modification of the Contract Price and must be submitted in strict accordance with the Disputes clause.
- 1.7 Contract Time:** The time within which the Contractor is required to achieve Acceptance, and thereafter to achieve Final Acceptance, of the Work. The Contract Time is of the essence of the Contract.
- 1.8 Contractor:** The person or persons, partnership, firm, joint venture, or corporation submitting a Bid or Proposal for the Work contemplated.
- 1.9 Notice:** The term "Notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall mean a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to the party who gives the Notice. Notice to the Owner shall be given at the office of the Owner's Contract Manager. Notice is effective upon receipt. Communications by email shall not satisfy any Notice requirements of the Contract Documents except as may be provided specifically.

- 1.10 Notice to Proceed:** A written Notice given by the Owner to the Contractor establishing the date on which the Contract Time will commence and on which the Contractor shall be authorized to begin the Work. The execution of a Task Order or the issuance of a Purchase Order shall operate as a Notice to Proceed for the Work included in that document.
- 1.11 Offeror:** The individual or business entity who or which submits a Bid or a Proposal to the RFP or IFB. (see also, Bidder)
- 1.12 Owner:**
- A. Owner means the Upper Occoquan Sewage Authority, also known as Upper Occoquan Service Authority, and referred to by the acronym "UOSA", whose address is 14631 Compton Road, Centreville, Virginia, 20121-2506 (telephone number 703-830-2200). The Executive Director of the Upper Occoquan Sewage Authority shall have the authority to act on behalf of the Upper Occoquan Sewage Authority for all purposes under this Contract, and in the absence or incapacity of the Executive Director, the Deputy Executive Director shall have all powers and authority of the Executive Director. The Executive Director may designate a Contract Manager for purposes of over-sight of the Contract and the Work.
 - B. UOSA is a public body politic and corporate organized under the Virginia Water and Waste Authorities Act and subject to the Occoquan Policy. UOSA was created by the concurrent actions of the governing bodies of Fairfax County, Prince William County, the Town of Manassas (now the City of Manassas), and the Town of Manassas Park (now the City of Manassas Park) and was chartered by the State Corporation Commission of Virginia on April 1, 1971. UOSA was formed to acquire, finance, construct, operate and maintain facilities for the abatement of pollution resulting from sewage in its service areas in order to protect water quality in the Occoquan Watershed.
 - C. UOSA currently owns and operates an advanced water reclamation plant 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.
- 1.13 Partial Utilization:** The terms "or a defined portion thereof," "Partial Utilization," "Owner's Partial Utilization," "defined portion of the Work," "Owner's use of portions of the Work," or words of similar import when used in the Contract Documents shall be deemed to mean such portion of the Work as may be designated by the Owner in its sole discretion as having achieved that degree of completion which will permit the Owner to take over and commence the use and operation thereof prior to Acceptance of all Work. Such determination as to a defined portion of the Work so as to permit Owner's Partial Utilization shall not affect the determination of either Acceptance or Final Acceptance of the Work as a whole, which is understood to be indivisible, nor shall such determination have any impact on the obligation of the Owner to assess and deduct Liquidated Damages for failure to achieve Acceptance of the Work.
- 1.14 Project:** The term "Project" shall be synonymous with the term "the Work."
- 1.15 Proposal:** The response by an Offeror to the RFP.
- 1.16 Subcontractor:** Any party, entity, or enterprise of any sort other than the Contractor providing labor or services to the Project pursuant to any agreement or arrangement with the Contractor.
- 1.17 Supplemental Agreements:** Written agreements covering alterations, amendments, or extensions to the Contract and include Change Orders and Unilateral Change Orders.
- 1.18 UOSA:** Upper Occoquan Service Authority, interchangeable with "Owner."
- 1.19 Work:** The word "Work" within the Contract Documents shall include all services, material, labor, equipment and tools, Equipment, appliances, machinery, transportation, appurtenances, bonds, insurance, and all related costs necessary to perform and complete the Contract, and any such additional items and costs 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 provide a complete and satisfactory deliverable system, structure or product in strict compliance with all requirements of the Contract Documents. Work means the same as "Project".

ARTICLE II

THE CONTRACTOR REPRESENTATIONS AND OBLIGATIONS

- 2.3 Arrearage:** By submitting a Bid or Proposal in response to this IFB or RFP, the Offeror 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 body within Virginia. Said representation shall include the payment of taxes and employee benefits. Offeror further agrees that it shall make diligent effort to avoid becoming in arrears during the term of the Contract.
- 2.4 Collusion:** By submitting a bid or a proposal, Offeror represents that such bid or proposal is submitted without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without improper 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 Solicitation Disclosure Form that is included at the beginning of the Solicitation document. (Disclosure form must be filled out in its entirety.)
- 2.5 Compliance with Laws:** The Offeror/Contractor hereby represents and warrants that:
- It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under the Contract including, but not limited to the Virginia Procurement Act;
 - It shall obtain at its expense, all regulatory and professional licenses, business licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Contract; and
 - The Offeror shall include in its bid or Proposal 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 Offeror that fails to provide this required information shall not be entitled to a Contract Award.

- 2.6 Contractor's Responsibilities:** The Contractor shall be responsible for all Work required by this solicitation. The use of Subcontractors is prohibited, without prior written consent from UOSA. Any consent to use Subcontractors, shall not relieve the Contractor of liability under the Contract.
- 2.7 Debarment Status:** By submitting a Bid or a Proposal, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia (or any other Virginia public body) from submitting Offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.
- 2.8 Drug-free Workplace:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- 2.9 Duration of Bids/Proposals:** Bids/Proposals 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/Proposals will be automatically renewed until such time as either an award is made or proper notice is given to UOSA of Bidder's/Offeror's intent to withdraw its bid/proposal. Bids/Proposals may only be canceled by submitting written notice at least 15 days before the expiration of the then current 90-day period.
- 2.10 Employment Discrimination:**
- A. By submitting their bids or proposals, Offerors 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, and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4310 of the Virginia Public Procurement Act.
 - B. During the performance of this 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, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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 the requirements of this section.
 - 4. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every Subcontract or purchase order over \$10,000.00, so that the provision will be binding upon each Subcontractor or vendor.
- 2.11 Employment of Aliens:** It shall be the responsibility of the Contractor to comply and to require compliance by others on the Project with all federal, state and local laws dealing with employment of aliens, including, but not limited to, the requirements and prohibitions provided in the Immigration and Nationality Act (INA) of 1952, as amended, and the Immigration Reform and Control Act (IRCA) of 1986, as amended, which control employment of unauthorized aliens. By entering into a Contract with UOSA, Contractor represents that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien.
- 2.12 Ethics in Public Contracting:** Contractor hereby certifies that it has familiarized itself with the following provisions of the Virginia Code, and that all amounts received by it pursuant to any Contract or Task Order Awarded to it are proper and in compliance therewith: Section 2.2-3100 et. seq., the State and Local Government Conflict of Interests Act; Section 2.2-4367 et seq., Ethics in Public Contracting; Section 18.2-498.1 et seq., Virginia Governmental Frauds Act; and Articles 2 (Section 18.2-438 et seq.) and 3 (Section 18.2-446 et seq.) of Chapter 10 of Title 18.2.
- 2.13 Examination of Records:** The Offeror 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), Task Order(s) or Purchase Orders 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.
- 2.14 Independent Contractor:** The Contractor shall perform or cause to be performed all Work under the Contract as an independent contractor and shall not be considered either an agent or employee of the Owner or of the Engineer.
- 2.15 Permits and Inspections (where applicable):**
- 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.

2.16 Safety Program and Contractor's Compliance (where applicable): 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:
1. The Virginia Uniform Statewide Building Code;
 2. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes);
 3. Virginia Department of Health (VDH) regulations;
 4. Virginia Department of Environmental Quality (DEQ) regulations;
 5. Virginia-OSH (VOSH) regulations, and
 6. 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.
- C. 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.
- D. Contractor's employees shall wear hard hats and steel toe shoes while working in all applicable areas.

2.17 Superintendence by Contractor (where applicable):

- A. The Contractor shall have a competent Superintendent, satisfactory to UOSA, to oversee the progress of the Work. The Contractor shall be responsible for coordinating all portions of the Work except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Contract 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.

2.18 UOSA Drug and Alcohol Policy: The Contractor 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.

2.19 UOSA Smoking Policy: The Contractor shall be subject to follow this UOSA Policy at all times while on UOSA premises.

Purpose:

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

Policy:

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.

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.

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.

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.

- 2.20 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.

ARTICLE III
CONTRACT TERMS

- 3.3 Contract Changes / Change Orders:** 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 or any other change affecting Contract Price or Contract Time, or both, shall be valid or binding upon UOSA unless made in writing in the form of a Change Order and signed by UOSA's Executive Director or Deputy Executive Director, or designee.

In any event and in all circumstances, the Contractor shall be solely liable and responsible for, and UOSA shall be under no obligation to pay for, any Contract changes or deviations made without first receiving a Written Change Order to deviate from the Contract. Changes can be made to the contract in any of the following ways:

1. By mutual agreement between the parties in a written Change Order.
2. By UOSA issuing a Unilateral Change Order ordering the Contractor to proceed with the work. Any claim for an adjustment in Contract Price under this provision must be asserted by Notice to the UOSA Contract Manager. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Unilateral Change Order or with the performance of the Contract generally.

- 3.4 Contract Documents Precedence:** The Contract to be entered into as a result of this solicitation shall be by and between the Offeror as Contractor and UOSA. The Contract Documents shall include the following items, which are listed in order of precedence:

1. Supplemental Agreements, with the most recent having precedence,
2. Fully executed Task Orders, (if applicable)
3. The fully executed Contract
4. The Terms and Conditions
5. The RFP or IFB and any Addenda to the IFB or RFP,
6. The Offeror's Bid or Proposal (including any drawings and submittals), and excluding terms and conditions that are not expressly agreed to in writing by UOSA in a Supplemental Agreement.

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.

The intent of the Contract Documents is to describe a functionally complete Project to be performed in accordance with the Contract Documents. Any services, material, labor, equipment, tools, Equipment, appliances, machinery, transportation, appurtenances, bonds, insurance, and all related costs that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be deemed to be part of the Work whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe any portion of the Work, such words shall be interpreted in accordance with that meaning. The words "will" or "shall" are used interchangeably and denote mandatory, non-discretionary conduct or intent.

By submitting an Offer or Bid in response to this solicitation, the Offeror agrees to all Terms and Conditions and to the Specifications contained in the RFP or IFB, unless and except as otherwise noted as an exception in the Offeror's Bid or Proposal. Any terms and conditions that the Offeror proposes to use must be submitted as part of the Bid or Proposal (unless otherwise specifically noted in this solicitation or otherwise required in accordance with Virginia law) but shall not be deemed accepted terms agreed to by the Owner unless and until those terms are incorporated expressly into the Contract by Supplemental Agreement or by

Change Order signed by both parties. Terms and conditions submitted by an Offeror after the required submission date will not be considered for incorporation into the terms of the awarded Contract.

Terms and conditions submitted by an Offeror after the required submission date will not be considered for incorporation into the terms of the awarded Contract.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the Work, are of the essence.

3.5 Default: The Contractor may be deemed by the Owner to be in default of the Contract if the Contractor:

1. abandons the Work or a defined portion thereof; or
2. persistently or repeatedly fails or refuses to perform the Work or a defined portion thereof; or
3. persistently or repeatedly fails to make prompt payment to Subcontractors for material or labor; or
4. persistently or repeatedly disregards laws, ordinances, or regulations; or
5. fails to prosecute the Work either in a timely manner or in conformance with the Contract Documents; or
6. neglects or refuses to remove and replace at its own cost Work rejected by the ; or
7. is otherwise in breach of the Contract.

3.6 Delays:

- A. 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 performance due solely to the actions or inactions of UOSA, its agents, employees or such other contractors, the Contractor shall be granted an extension to the performance schedule equal to the documented amount of time the Contractor was prevented from performing work, so long as the Contractor submits a Notice of Claim to UOSA at the time the delay begins or within seven (7) days thereafter if the resulting delay was not reasonably foreseeable. This Notice is condition precedent to the assertion of any claim for additional time or compensation.
- B. Any claim for an extension of time for a delay for any cause, shall be made by filing a Notice of claim with the Owner at the time the delay begins or within seven (7) days thereafter if the resulting delay was not reasonably foreseeable. The Notice of claim for any delay shall be submitted in duplicate, in writing, and shall state the circumstances of the occurrence, the justification for the delay and for the extension of time, and provide the estimated duration of the delay and of the time extension requested.
- C. Within seven (7) days after the delay has ceased, the Contractor shall give written Notice to the Owner of the actual date of the cessation of the delay and the anticipated time extension. Within twenty (20) days after the delay has ceased, the Contractor shall submit a written statement of the actual time extension requested as a result of the claimed delay which shall include all documentation and supporting information for such claimed delay required by the Contract Documents.
- D. The Contractor shall be entitled to an extension of time for delay caused by any act or any neglect of the Owner, the Engineer or by any separate contractor employed by the Owner; or by strikes, lockouts, fire, insurrection, war, acts of public authorities, lightning, hurricane, tornado, flood, abnormal and unusually severe weather as defined above, or for any delays arising as a result of the occurrence of any physical conditions, subsurface conditions or soil conditions which may be encountered in the prosecution of the Work and which, in the exercise of reasonable care and due diligence in the investigation and analysis of all information available, should not have been foreseeable, anticipated, or indicated; or by any other cause which in the opinion of the Owner is entirely beyond the expectation and control of and arises without the fault or negligence of the Contractor. Entitlement to such extension of time shall, however, be subject to all limitations on claims for delay set forth in the Contract, and shall be conditioned upon strict compliance with all Notice and submission requirements imposed by therein. The Contractor shall be entitled to an extension of time for such causes only for the number of days of delay which the Owner may determine to be due solely to such causes and then only to the extent that such occurrences actually delay the Acceptance of the Project or defined portions thereof. ***If the delay is not due solely to such causes but also is due concurrently to causes for which the Contractor is not entitled to an extension of time, the Contractor shall not be entitled to an extension of time for such period of concurrent delay.*** Any request for extension of time shall, to the extent that such information has not been included in any previously submitted Time Impact Analysis, as may be required by the Specifications, be accompanied by detailed documentation of what specific schedule activities were affected, when they were affected and for what duration, as well as what actions the Contractor took to eliminate or mitigate the extent of the delay. Provided, however, compliance with this requirement shall not be in lieu of, nor result in any extension of, the submittal requirements for a Time Impact Analysis as required by Specifications.

3.7 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 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. Strict 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 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 (7) 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. 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.

3.8 Examination and Verification of Contract Documents: By executing the Contract, the Contractor confirms that it has thoroughly examined and become familiar with all of the Contract Documents; that it has determined the nature and location of the Work; the general and local conditions; the availability and competence of labor; the availability of equipment, materials, supplies, and Equipment, and all other matters which can in any way affect the Work under the Contract. Failure to have made any examination necessary for these determinations shall not release the Contractor from any of the obligations of the Contract nor be grounds for any claim based upon unforeseen conditions. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of the Contract Documents.

3.9 Indemnity:

- 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 does not agree to indemnify the Contractor for any reason, or to "hold harmless" the Contractor or others for any matters relating to this Contract or for performance or non-performance of work hereunder.
- C. The Contractor shall be responsible for its Work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

- D. The Contractor shall immediately notify the Contract 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.

3.10 Insurance: The Contractor shall, during the continuance of all work under the contract provide and agree to maintain the following:

- 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
(Other than Products-Completed Operations) | \$1,000,000 |
| 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. Professional Liability Insurance, Errors & Omissions: This insurance shall be written on a "claims made" basis, and shall be provided to UOSA during the course of the Project and continuing for at least three (3) years after completion of construction. Minimum coverage amount \$1,000,000.
- F. 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.

3.11 Latent Defects: No failure on the part of either the Owner to discover and either to condemn or reject Work which does not comply with the intent and requirements of the Contract Documents shall be construed to imply acceptance thereof. The Owner reserves and retains all of its rights and remedies at law or in equity against the Contractor for correction of any and all defective or nonconforming Work whenever discovered, whether before, during or after the Warranty Period.

No tests or inspections conducted by the Owner or others shall relieve the Contractor of its obligations to execute the Work in strict compliance with the requirements of the Contract Documents and to correct defective or nonconforming Work not initially identified by the Owner or others at the time of tests or inspections but discovered subsequently.

3.12 Liquidated Damages: Should the Contractor fail to achieve Acceptance or Final Acceptance of the Work within the periods of time required by the Contract Documents, the Contractor shall reimburse the Owner for the additional expense and damage incurred by the Owner as a result thereof for each calendar day that the Work, or any defined portion thereof, remains uncompleted. The parties hereby agree that the damages to the Owner for the continued expense of completion of the Work and on account of the value of the operation of the facilities which are dependent upon such completion are anticipated to be substantial but are not readily ascertainable. It therefore is agreed that the amount of such additional expense and damage incurred by the Owner by reason of a failure to complete the Work within the required times shall be the per diem rates stipulated in the Contract Documents. It is expressly understood and agreed that these amounts are not to be considered in the nature of a penalty, but as Liquidated Damages. The Contractor hereby waives any defense as to the validity of any Liquidated Damages under the Contract as they may appear on the grounds that such Liquidated Damages are void as penalties or are not reasonably related to actual damage. The Owner shall deduct from funds otherwise due the Contractor Liquidated Damages which have been assessed. In the event more than one ground for assessment of Liquidated Damages as provided by the Contract Documents exists concurrently, such grounds shall be deemed to be independent and all applicable Liquidated Damages shall be deducted cumulatively.

3.13 Ownership of the Work: Upon Final Acceptance, UOSA shall own all the Work, including, but not limited to, all technologies, materials, software and processes provided under this Contract, except as specifically agreed to by the parties in a Supplemental Agreement prior to the performance of that portion of the Work that the Contractor does not intend to turn over ownership to UOSA. The presumption is that all Work will become UOSA's property with UOSA's ability to exercise control and access to all portions of the Work.

The Contractor, shall indemnify and hold harmless UOSA, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. If the Contractor uses any design, device, or materials covered by letters, patent, copyright, or licenses, all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work are included in the Contract Price.

3.14 Right to Accept Defective or Nonconforming Performance: If any part or portion of the Work shall prove defective or nonconforming or otherwise not in accordance with the intent and requirements of the Contract Documents, the Owner, at its sole discretion, shall have the right and authority to accept such Work and make such deductions in the payment therefore as may be just and reasonable. The Owner shall be under no obligation to accept any defective or nonconforming Work.

3.15 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 Contract Manager and shall comply with such conditions or limitations to access as may be imposed by the UOSA Contract 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.

3.16 Termination:

For Convenience:

The Owner may terminate performance of the Work under the Contract for its convenience in whole, or from time to time in part, whenever the Owner determines that such termination is in the best interest of the Owner.

Upon receipt of such Notice of Termination, the Contractor shall immediately, to the extent of the termination:

stop Work;

place no further subcontracts or orders for materials or services;

transfer title and deliver to the Owner all materials and Equipment for which the Owner has made payment or will make payment pursuant to this Article, and turn over to the Owner all complete or partial Drawings, releases, information, manuals and other such documentation related to such materials and Equipment;

assign to Owner all Subcontracts as designated by Owner to be assigned and terminate all other subcontracts; and

commence demobilization and removal of operations from the Site (if applicable).

The Owner will pay all reasonable costs associated with the Contract that the Contractor had incurred up to the date of Termination and reasonable demobilization costs. However, the Contractor shall not be reimbursed for any profit and/or overhead that had not been earned up to the date of termination.

For Cause:

If the Contractor is in default, written Notice of such default shall be given to the Contractor. If the Contractor does not cure such default within ten (10) days following such Notice, the Owner may:

1. terminate the Contract by written Notice;
2. withhold further payment to the Contractor until satisfactory performance has resumed;
3. transfer the obligation to perform the Contract from the Contractor to the Surety (if any);
4. take over the Work as a whole or that portion of the Work which has been improperly performed or not timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor. Any such action by the Owner shall not prejudice any warranty rights of the Owner nor any rights of the Owner under the Contractor's Payment Bond or Performance Bond (if any) or general Virginia law. Provided, however, the Owner may so proceed without such Notice if an emergency or danger to the Work or the public exists; and/or
5. all finished or unfinished Work provided by the Contractor shall, at the Owner's option, become the Owner's property.

Upon determination of the damages resulting to the Owner 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 the Owner's damages, the Owner shall pay such excess to the Contractor. If the damages to the Owner 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 the Owner.

The Owner may avail itself of any other legal remedy to protect its interests and recoup its damages.

If the Contractor is sold, bought, goes bankrupt, or goes into receivership, the Owner reserves the right to terminate for cause.

The Owner may cancel this solicitation at any time and for any reason prior to execution of the Contract

3.17 Time is of the Essence: All time limits stated in the Contract Documents, including but not limited to the time for completion of the Work, are of the essence.

3.18 Virginia Freedom of Information Act- Disclosure of Information: As a public body, the Owner is subject to the Virginia Freedom of Information Act and its records are public records except as defined in that statute. Any information which the Contractor deems to be confidential or proprietary shall be marked by the Contractor in accordance with the Virginia Freedom of Information Act. No separate non-disclosure agreement will be provided.

3.19 Warranty: The Contractor shall warrant that, unless otherwise specified, all Materials and Equipment incorporated in the Work under the Contract shall be new, in first class condition, and in strict accordance with the Contract Documents. The Contractor further shall warrant that all Workmanship shall be of the highest quality and in strict accordance with Contract Documents and shall be performed by persons qualified at their respective trades.

Warranty Period. All warranties and guarantees against any defect in the Work, including materials, equipment and parts, shall apply from the date of Acceptance of the Work and shall continue for a period of one (1) year thereafter.

All warranties set forth in the IFB or RFP or in any other Contract Document are separate and independent from and in addition to any of the Contractor's other guarantees or obligations in any Contract awarded as a result of this solicitation.

In addition to the foregoing warranties, Contractor shall warrant that (1) the Work performed and materials to be supplied are fit and sufficient for the purpose intended; (2) the Work performed and the materials supplied are merchantable, of good quality and free from defects, whether patent or latent, in material or workmanship; and (3) the Work performed and the materials provided conform to the Specifications of the solicitation. To the extent that Contractor engages Subcontractors or Vendors, Contractor shall ensure

that all Subcontractors and Vendors provide these same warranties to the Owner. Such Subcontractor or Vendor warranties shall not be in lieu of or otherwise relieve Contractor of its warranty obligations as stated in this solicitation or in any Contract Document. Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" are not waived and are a mandatory part of this solicitation and any ensuing Contract. Work not conforming to any warranty shall be considered defective.

The Contractor hereby agrees to make at its expense, all repairs or replacements necessitated by defects or non-conformities in the Work, including Materials, Equipment and Parts, and to pay for any damage to other work resulting from such defects or non-conformities which become evident at any time prior to the expiration of any applicable Warranty Period or such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents or otherwise provided. Defects or non-conformities which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Work to an extended Warranty Period of one (1) year from the date upon which such defect or nonconformity was fully remedied or from the date of Final Acceptance, whichever is later. The Contractor must submit to the Owner a written certification that the item of defective or nonconforming Work has been corrected. Un-remedied defects or non-conformities identified for correction during the Warranty Period but remaining after its expiration shall be considered as part of the obligations of the warranty.

No tests or inspections conducted by the Owner, its Engineer or others shall relieve the Contractor of its obligations to execute the Work in strict compliance with the requirements of the Contract Documents and to correct defective or nonconforming Work not initially identified by the Owner, the Engineer or others at the time of tests or inspections, but discovered subsequently.

The Contractor further shall assume responsibility for a similar warranty for all Work provided by Subcontractors, Manufacturers or Manufacturers/Suppliers.

The Contractor shall agree to hold the Owner harmless from liability of any kind arising from damage due to said defects or non-conformities.

The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor after receipt of written demand for repair from Owner fails to make or complete the repairs and replacements within fourteen (14) days, or within such lesser time as in the opinion of the Owner may be necessary to avoid serious impairment to the operation of the facilities or to prevent a threat to health or safety, or if the Owner otherwise has a reasonable grounds to determine that the Contractor will not perform the Work in question, the Owner may perform such repairs or replacements and the Contractor shall be liable for the cost thereof. Any condition of such urgency that in the opinion of the Owner immediate corrective action is required may be remedied by the Owner without prior Notice to the Contractor, and the Contractor shall be liable for the cost thereof. Any such corrective action taken by the Owner shall be without prejudice to the Contractor's warranty obligations as set forth herein, which shall remain in full force and effect as if such corrective measures had been taken by the Contractor. In addition to the extension of the Warranty Period otherwise provided in this Article, the Warranty Period of any Work item requiring repair shall be extended by the number of days in excess of fourteen (14) days following written demand for correction required to accomplish the repairs to the satisfaction of the Owner. Any repetitive Equipment malfunction identified within the Warranty Period shall remain under warranty until it has been fully corrected and has performed without malfunction for one full year.

ARTICLE IV PAYMENT

4.3 Acceptance of Final Payment Constitutes Release: The acceptance by the Contractor of final payment shall release the Owner and the Engineer, as representative of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and from every act of the Owner and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from obligations under the Contract Documents.

4.4 Payment: Invoices: Invoices for completed Work shall be submitted by the Contractor directly to the payment address shown on the Purchase Order/Contract. Invoices shall show the Owner's 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 Owner's Contract Manager.

Partial Payments: Requests for partial payments or advance payments must be submitted as part of the Bid or Proposal along with a justification. The Owner reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder/Officer must waive the requirement in order to remain in consideration.

Refunds: If the Contractor is declared to be in default, the Owner will be eligible for a full and immediate refund for payments made to the Contractor.

4.5 Price Firm Period and Cost Increases (if applicable):

A. Bid/Proposal Prices:

Pricing shall be firm and fixed as originally bid/proposed 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 or provided as a Cost Proposal in response to an RFP. 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'.

B. Annual Increases for Labor, Materials and Maintenance:

1. 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.
2. 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. The Owner reserves the right to reject any such request or negotiate a mutually agreeable price.

3. The Owner reserves the right to periodically check market pricing for similar services. Based upon those findings the Owner 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.

4.6 Prompt Payment:

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the Owner for work performed by any Subcontractor(s) under the Contract:
 1. The Contractor shall pay its Subcontractor(s) or for the proportionate share of the total payment received from the Owner attributable to the work performed by the Subcontractor under that contract; or
 2. Notify the Owner 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 the Owner 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 .10% 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 the Owner. 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.

4.7 Release of Liens and Claims (where applicable): The Contractor hereby acknowledges and agrees that the Owner is an agency of the Government and as such its property is immune from mechanic's liens. The Contractor hereby waives any and all mechanics' 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 the Owner 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.

ARTICLE V DELIVERY

5.3 Default: In case of default by the Contractor, or failure to deliver the supplies or services ordered by the time specified, the Owner, after due notice (oral or in writing), will cure the failure by procuring the items ordered from other sources and hold Contractor responsible for any excess cost occasioned thereby.

5.4 Discounts: If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material/service, whichever is later.

5.5 Strict Adherence to Contract Documents:

- A. Goods or Services delivered must be strictly in accordance with the Contract Documents and shall not deviate in any way therefrom. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, they shall remain the property of the vendor and the order shall be considered as not received.
- B. Contractor shall provide the exact quantities specified on this order. The Owner will not pay for overages and if delivered the Owner will – at its sole option and discretion – either return the additional quantities to the seller, at the seller's risk and expense, or accept the additional quantities at no additional cost to the Owner.

5.6 Taxes and Freight:

- A. Deliveries against this order must be free of excise or transportation taxes.
- B. All prices unless otherwise specified are F.O.B. Destination, Freight Prepaid and Allowed.

ARTICLE VI MISCELLANEOUS TERMS

6.0 Assignment of Interest: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same.

6.1 Cooperative Procurement: 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/Offeror.

Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the procurement process if the procurement was designated as a cooperative procurement to which other public bodies may participate. This is such a cooperative procurement. However, the Contractor is under no obligation to participate with other public bodies.

- 6.2 Equal Opportunity:** The Upper Occoquan Service Authority does not discriminate against any 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
- 6.3 Governing Law:** Notwithstanding Offeror's submitted terms and conditions to the contrary and without regard to conflicts of law principles, the solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia.
- 6.4 Hard Hat Area:** Contractor's employees shall wear hard hats while working in areas designated as hard hat areas by the Owner's Safety Officer.
- 6.5 Hours of Operation and Holidays:** The Owner's typical work schedule is 8:00 a.m. through 4:30 p.m. Monday through Friday excluding the Owner's holidays. Contractor's access to work sites and work areas shall be limited to these same days and hours, but may be modified with the prior written approval of the Owner's Contract Manager. In any event and under all circumstances, the unilateral decision of the Owner's Contract Manager regarding access to the Owner's facilities shall be final. The following list identifies the twelve (12) Owner's Holidays that are normally taken and should be included by the Contractor in its planned Work schedule as non-Work days:
- New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day
 - Christmas Eve or Day after Christmas
 - New Year's Eve
- 6.6 Partial Invalidity/Waiver:** Neither any payment for, nor acceptance of, the whole or any part of the services by the Owner, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this IFB/RFP, nor of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the Owner to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 6.7 Taxes:** The Owner is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. The Owner's federal tax identification number is 54-0902952.

SPECIAL TERMS AND CONDITIONS:

These special terms and conditions are required because UOSA may potentially apply for funding through the Water Quality Improvement Fund (“WQIF”) and/or the Virginia Clean Water Revolving Loan Fund (“VCWRLF”) that likely include federal dollars and, as such, have mandatory contract clauses for all WQIF and/or VCWRLF projects. To the extent there is a conflict between these Special Terms and Conditions and the Standard Terms and Conditions set forth in Section 4, the more stringent requirements shall apply.

The Davis Bacon Act provisions below are *only* applicable to work performed on the UOSA site.

VIRGINIA CLEAN WATER REVOLVING LOAN FUND CONTRACT INSERT

The following document is to be inserted "verbatim" in all construction contracts funded by the Virginia Clean Water Revolving Loan Fund. The contract insert contains nine subparts and five attachments as follows:

1. Subpart A - containing the Federal/State Nondiscrimination Provisions for Equal Employment Opportunities applicable to all construction and service contracts.
2. Subpart B - containing the notice to the prime contractor relative to certification on nonsegregational facilities.
3. Subpart C - setting forth the affirmative action requirements for the contractors and subcontractors for work involving any construction trade in excess of \$10,000.
4. Subpart D - containing the Civil Rights Act of 1964.
5. Subpart E - setting forth requirements of Age Discrimination of 1975, Rehabilitation Act of 1973, and Section 13 of PL 92-500, the Federal Water Pollution Control Act.
6. Subpart F - setting forth requirements under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act for contracts and subcontracts in excess of \$100,000.
7. Subpart G - Procurement of goods and materials from Small Businesses in Rural Areas of the Commonwealth of Virginia wherever practical and feasible.
8. Subpart H – Provides that a contractor maintains a drug-free workplace or subcontractor during the performance of contract duties for any wastewater revolving loan-assisted project.
9. Subpart I – Requirements of Davis-Bacon Act for contracts and subcontracts in excess of \$2,000, and the Contract Work Hours and Safety Standards Act (OSHA) for contracts and subcontracts in excess of \$100,000.

Attachment No. 1 – Instructions to Bidders/Offerers

Attachment No. 2 - Certification regarding EEO compliance

Attachment No. 3 - MBE/WBE Utilization Report

Attachment No. 4 - Wage Determination(s)

Attachment No. 5 – Davis-Bacon Payroll Certification – WHD 347

SUBPART A

EQUAL EMPLOYMENT OPPORTUNITY

1. Executive Order 11246 (Contracts/subcontracts above \$10,000)

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUBPART B

NOTICE TO PRIME CONTRACTOR OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de factor basis. The certification also provides that he will not maintain such segregated facilities.

SUBPART C

CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS

Effective October 1, 2009

1. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the affirmative action goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

2. The applicable Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) "fair share" goals and dollar objectives are established as follows:

	<u>MBE%</u>	<u>WBE%</u>
Construction	4.1	2.5
Equipment	0.6	1.2
Services	2.6	1.6
Supplies	0.8	1.3

3. The MBE/WBE goals set forth in this contract are shown in #2 above. The Contractor shall make every reasonable attempt to achieve the goals as stated. When so notified by the owner, the apparent low bidder shall provide a listing of MBE's and WBE's he proposes to use on this project. Should the bidder fail to meet the aforementioned objectives he shall provide complete documentation which demonstrates the positive efforts made. Failure to satisfy this requirement to the satisfaction of the owner shall constitute a nonresponsible bid and shall be cause for the owner to reject the bid.

4. The contractor shall implement the specific affirmative action steps as provided in Section B included in the Instruction to Bidders/Offerers section of these specifications.

5. The Contractor and all Subcontractors must maintain documentation and records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. Within 21 days of determination of the apparent low bidder, the contractor must furnish to the loan recipient all pertinent documentation, which evidences or documents a good faith effort in MBE/WBE solicitation and projected utilization. Failure to comply with the submission of appropriate MBE/WBE documentation may result in the determination of a bidder as nonresponsible and shall cause the bid to be rejected.

6. Immediately following the award of contracts and continuing through the construction stage, all records of MBE/WBE utilization shall be maintained and reported in accordance with the Virginia Revolving Loan Fund MBE/WBE Utilization Reporting Form. A MBE/WBE Utilization Reporting Form shall be completed and submitted to the loan recipient on a calendar year quarterly basis during the construction period.

SUBPART D

CIVIL RIGHTS ACT OF 1964

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

SUBPART E

**SECTION 13 of PL 92-500;
UNDER THE FEDERAL WATER POLLUTION CONTROL ACT;
REHABILITATION ACT OF 1973; PL 93-112,
AND AGE DISCRIMINATION ACT OF 1975**

The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

SUBPART F

**COMPLIANCE WITH SECTION 306 OF THE CLEAN AIR ACT
AND SECTION 508 OF THE CLEAN WATER ACT
(CONTRACTS AND SUBCONTRACTS IN EXCESS OF \$100,000)**

The Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. The Contractor and Subcontractors will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. The Contractor will promptly notify the loan recipient and Department of Environmental Quality of any notification received from the Director of the Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

SUBPART G

UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS

The contractor and its subcontractors shall maintain a small business solicitation list and make appropriate attempts to procure needed equipment, supplies, and material from small businesses in rural areas of the Commonwealth of Virginia whenever they are a practical source for solicitation.

SUBPART H

TITLE 2.2, SECTION 2.2-4312, to CHAPTER 43 RELATING TO THE PROCUREMENT PRACTICES OF ALL PUBLIC BODIES (DRUG-FREE WORKPLACE)

For every contract over \$10,000, the contractor must maintain a drug-free workplace.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

SUBPART I

COMPLIANCE WITH DAVIS-BACON ACT PAYROLL REVIEW

The contractor and its subcontractors shall comply with provisions of the Davis-Bacon Act and Related Acts. Federal minimum wage laws are applicable to all construction contracts in excess of \$2,000. The Davis-Bacon Act stipulates that all laborers and mechanics employed by the contractor or subcontractors on federally assisted projects shall be paid wages at rates not less than those prevailing on similar construction in the area as determined by the Secretary of Labor. The contractor and its subcontractors shall comply with provisions of the Contract Work Hours and Safety Standards Act generally applicable to any contracts in excess of \$100,000. **Wage rates specified in the applicable wage determination (Attachment 4) for this construction trade and geographic area are required as part of this contract. The wage determination(s) must be posted at the site of the work in a prominent and accessible place.** The contractor will also post the Department of Labor poster "Employee Rights under the Davis-Bacon Act" (www.wagehours.dol.gov).

The contractor or subcontractor shall insert in any subcontract the clauses included in 29 CFR 5.5 (a) (1) through (12) (Contract Provisions and Related Matters) including the applicable wage rates, and a clause requiring the subcontractor include these clauses in any lower tier subcontract. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR 5.5 (see Department of Labor website or a Federal regulations website).

By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

Any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision if possible. Additional classifications shall be requested from the Department of Labor as specified in 29 CFR 5.5 or as amended (see Department of Labor Website for forms and instructions). Upon issuance of an additional classification, the new wage rate including fringe benefits where appropriate shall be paid to all workers performing the work in the additional classification from the first day on which work is performed in the classification. The Department of Labor shall approve an additional classification and wage rate

and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

1) Payroll(s)

All mechanics and laborers employed upon the site of the work will be paid unconditionally and not less than once a week without subsequent deduction or rebate on any account the full amounts of wages and bona fide fringe benefits or cash equivalents thereof except as provided for by Department of Labor regulations issued in accordance with provisions of the Copeland Act. The payment shall be computed at wage rates not less than those contained in the "wage determination" included in these specifications regardless of any contractual relationship alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

Each contractor and subcontractor shall furnish each week, in which any contract work is performed, to the loan recipient (owner) a payroll of wages paid to each of its employees engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained in the Records section below. Each payroll* submitted shall be accompanied by a Statement of Compliance* signed by the contractor or subcontractor or his/her agent who pays and supervises the payment of persons employed under the contract and shall certify the following:

- 1) that the payroll for the payroll period contains the information noted above and that such information is true and complete,
- 2) that such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in federal regulation(s), and
- 3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

*DOL WHD Form 347 (Attachment 5) is included as an example payroll and certification statement

Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the actual time worked therein, provided, that the employee's payroll records accurately set forth the time spent in each classification in which work is performed.

Whenever the minimum rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination classification or pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payment to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. Contributions made or cost reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions above as well as regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

2) Records

Payrolls and basic records shall be maintained by the contractor and each subcontractor for a period covering three years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work. Payrolls will include the name; his or her correct classification; hourly rates paid as wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis-Bacon Act; daily and weekly number of hours worked; deductions made; and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, **that the plan or program has been communicated in writing to the laborers or mechanics affected**, and records show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

3) Penalties and Withholding

Falsification of a payroll certification may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States code. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or delegated agent may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

The contractor or subcontractor shall make the payroll records required available for inspection, copying, or transcription by authorized representatives of the owner, DEQ, EPA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. Failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CR 5.12.

A breach of the these contract clauses or the clauses continued in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The governing body, shall upon its own actions or upon written request of an authorized representative of the Department of Labor withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics including apprentices, trainees, and helpers employed by the contractor and subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or a mechanic including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, the State or the Department of Labor may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

Instruction to Bidders/Offerers

ATTACHMENT #1

**Minority Business and Women's Business
Enterprise (MBE/WBE) Requirements of 40 CFR 33.240**

Bidder/Offeree Responsibilities

A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerees shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial offers, to encourage participation in projects by MBE and WBE firms. Such efforts include:

1. Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBE and WBE firms are solicited once they are identified.
2. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation and establish delivery schedules to encourage MBE/WBE participation.
3. Assuring that MBE and WBE firms are solicited whenever they are potential sources of goods and services. This step may include:

a. Sending letters or making other personal contact with MBE and WBE firms, private agencies and state associations (e.g., whose names appear on lists prepared by EPA or the recipient and other MBE/WBE known to the bidder/offeree). MBE and WBE firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

(i) Specific description of the work to be contracted;

(ii) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

(iii) Date the quotation is due to the bidder/offeree;

(iv) Name, address, and phone number of the person in the bidder/offeree's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprises of the U.S. Department of Commerce.

- B. Bidders/offerees must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:

1. Names, addresses and phone numbers of MBE/WBE firms expected to perform work;

2. Work to be performed by the MBE and WBE firms;

3. Aggregate dollar amount of work to be performed by MBE and WBE firms, showing aggregate to MBE's and aggregate to WBE's separately;

4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBE/WBE firms, including names of organizations, agencies and associations and dates of contacts;
 5. Descriptions of contacts to MBE and WBE firms, including number of contacts, fields (i.e., equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.
- C. Successful bidders/offerers should take reasonable affirmative steps to subcontract with MBE and WBE firms whenever additional subcontracting opportunities arise during the performance of the contract.

**BIDDER COMPLIANCE STATEMENT/CERTIFICATION
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Applicability: Bid exceeding ten thousand dollars for construction contract/subcontract of unlimited amount and non-construction contract/subcontract of less than one million dollars.

This statement relates to a proposed contract between _____ and Public Body or
(contractor)

subcontract between _____ and _____ to be
(subcontractor) (contractor)

funded under a federally assisted project. Pursuant to Executive Order 11246 and its implementing regulations at 41 CFR 60-1.7(b) (1), as the undersigned bidder, I certify that:

- 1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
____ Yes ____ No
- 2) Bidder has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-2 (applies only to non-construction contractor).
____ Yes ____ No
- 3) Bidder has filed with the Joint Reporting Committee, the Director (Office of Federal Contract Compliance Programs, U.S. Department of Labor), and agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.
____ Yes ____ No

I understand that if I have failed to file any compliance reports which have been required of me, or have failed to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR 60-2, when required, I am not eligible to have my bid or proposal considered, or to enter into the proposed contract.

I further understand that if awarded the proposed contract, and the contract for the FIRST time brings me under the filing requirements or the written affirmative action programs that I will, as applicable: (a) within 30 days file with the Public Body Standard Form 100 (EEO-1); and (b) within 120 days from the commencement of the contract develop and submit to the Director of OFCCP for approval a Written Affirmative Action Plan.

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

NAME AND TITLE OF SIGNER (Please Type):

SIGNATURE:

DATE:

VIRGINIA REVOLVING LOAN FUND

PART I - MBE/WBE UTILIZATION REPORTING

**Send completed form to: Department of Environmental Quality
Construction Assistance Program**

P.O. Box 1105, Richmond, Virginia 23218.

Reporting contact is Deborah Hawkins; phone number is (804) 698-4130 - deborah.hawkins@deq.virginia.gov

Year 20__

Reporting Quarter: (check one)

1st (Oct.-Dec.) _____

2nd (Jan.-Mar.) _____

3rd (Apr.-Jun.) _____

4th (Jul.-Sept.) _____

Name of Loan Recipient: _____

VCWRLF Loan Recipient Project No.: **C-515** _____

Prime Contractor: _____

Contract Number: _____

Date for Start of Construction: _____

Is the Prime Contractor an MBE or WBE? Yes _____ No _____

Have you subcontracted with an MBE or WBE firm in this quarter?

Yes _____ No _____

Please sign and date below.

And, if you answered yes to subcontracting with an MBE or WBE firm please provide information on Part II.

Contractor's Signature (or Recipient's signature if prime contractor is MBE\WBE firm)

Date

If an MBE/WBE subcontract is rescinded, please give name of firm, date of rescission and amount of rescission.

PART II - MBE/WBE UTILIZATION REPORTING

Project No. C-515_____ Year_____ Quarter_____

Business Enterprise		Dollar Value of Procurement	Date of Award (mm/dd/yy)	Type of Product or Service ¹	Name and Address of MBE/WBE Contractor or Vendor
Minority	Women				

¹ Type of product or use service code below:

- 1=Agriculture
2=Mining
3=Construction
4=Manufacturing
- 5=Transportation
6=Wholesale Trade
7=Retail Trade
8=Finance, Insurance, Real Estate
- 9=Services
a=Business Services
b=Professional Services
c=Repair Services
d=Personal Services
- 10=Other

Insert
Wage Determinations

U.S. Department of LaborEmployment Standards Administration
Wage and Hour Division**PAYROLL****(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)***Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

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:** _____

Name: _____
(print)

Title: _____

Name of Firm: _____

End of Attachment A

ATTACHMENT B - 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:		
	Signed: _____ Date: _____		
	Printed: _____		
Telephone:	Title: _____		
Fax:			
E-mail:	Offeror's Federal ID Number		
Submission Checklist: Note: Your proposal submission must include all of the following documents			
UOSA Solicitation Disclosure Form		Tables A-1 and A-2 as part of the Cost portion of the Proposal	
Attachment A		All Signed Addenda if issued	
Attachment B			
Attachment C – IS NOT REQUIRED with proposal			

Acknowledge Receipt of Addenda:

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

_____, _____, _____, _____, _____, _____, _____

End of Attachment B

ATTACHMENT C – PROPOSED CONTRACT

Contract No. _____

This Contract is made and entered into as of the date of UOSA's signature appearing below, by and between Upper Occoquan Sewage Authority, trading as the Upper Occoquan Service Authority ("UOSA") and _____ of _____, hereinafter called the "Contractor".

The Contractor, in consideration of the sum to be paid it by UOSA and of the covenants and agreements herein and in the Contract Documents (as defined in the Terms and Conditions of the RFP or IFB), hereby agrees at its own cost and expenses to do all the Work required by Contract Documents for UOSA Contract _____. All Contract Documents shall be deemed a part of the Contract as if fully set forth herein.

In consideration of the performance of the Work as set forth in the Contract Documents, UOSA agrees to pay the Contractor in accordance with the attached rate schedule (Exhibit xx to this agreement) as may be adjusted in accordance with the Contract Documents and to make payments in satisfaction of such in the manner and at the times set forth in the Contract Documents.

The Contractor agrees to complete the Work within the Contract Time of _____ days and to accept as full payment therefor the Contract Price.

The Contractor shall be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to UOSA, and for making any submittal required for any purpose. The Contractor acknowledges that all time requirements set forth in the Contract Documents for any purpose are of the essence.

The Contractor hereby consents to the deduction of, and authorizes UOSA to deduct from any amount otherwise payable to the Contractor, any charge, cost or fee identified by the Contract Documents as payable by the Contractor to UOSA for any reason.

UOSA designates _____ as the Contract Manager and _____ as the Technical Representative for this Contract.

The Contractor designates _____ as its project Superintendent.

Notices under the Contract shall be delivered to:

UOSA:

Name:

Title:

Address:

CONTRACTOR:

Witness the following signatures and seals:

UPPER OCCOQUAN SEWAGE AUTHORITY _____	Contractor: _____ _____
By: _____ Charles P. Boepple Executive Director Date: _____	By: _____ Printed Name: _____ Title: _____ Date: _____

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Appendix A

Guidelines for Estimated Support Service, Capital, and Operating and Maintenance Costs

The RFP is being issued before the final design for the pilot study is complete, in part because the firm selected by UOSA will participate in the final, detailed design process. Thus, each Offeror shall provide, in good faith, its best and most reliable estimate of costs, as set forth in Table 4, Section 5, based on the overall objectives of the pilot study, the performance criteria, the current preliminary design concepts presented herein, and the scope of supply proposed by the Offeror. Cost estimates will be discussed with the selected Offeror(s) as part of the competitive negotiation process, as described in RFP, and will be further refined for the final Purchase Order.

Design, Startup, and Support Services:

The Offeror shall provide costs for its proposed scope of services, including design, start-up, commissioning, and operations support. Costs for each item shall be included as individual line items.

Capital Costs:

Capital costs shall be based on the preliminary design concepts and general scope of supply presented in this RFP, where appropriate, and on the Offeror's proposed scope of supply. Shipping and handling costs shall be paid for by Offeror and shall be included in the Offeror's bid.

Operation and Maintenance Costs:

Offerors shall provide information on the projected usage for chemicals, expendables, and electrical energy to allow UOSA to estimate operating and maintenance costs for the proposed system(s). Completed versions of the attached Tables A-1 and A-2 shall be provided with the proposal for this purpose. Engineering calculations to enable UOSA to confirm the estimated cost of the above items shall be provided with the proposal.

1. Chemical or Expendable Usage

(Please submit a completed copy of this table with your proposal)

TABLE 5

Estimated Chemical or Expendable Usage

Chemical/Expendable	Concentration (%)	Consumption (lbs/month)
Other		

2. Electrical Energy Use

(Please submit a completed copy of this table with your proposal)

TABLE 6

Estimated Energy Use

Equipment Item	Operating Power (kW)	Annual Running Hours	Annual Power Consumption (kWh)
Other			



Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506
(703) 830-2200

February 23, 2018

TO ALL RFP RECIPIENTS:

For UOSA RFP #18-04; **Settleability Pilot Equipment: Hydrocyclones**

SUBJECT: Addendum #1

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

☒ is not extended;

☐ is extended

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

- By SIGNING and RETURNING (1) copy of this Addendum with the bid or proposal;
- By acknowledgement of this Addendum on Transmittal Form submitted with the proposal;
- 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:

- The Pre-Proposal Conference has been changed **FROM March 7, 2018** **TO March 8, 2018** at 10:00 am in the Sellman Meeting Room.

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

ISSUED BY:

Printed/Typed Name

Upper Occoquan Service Authority

A handwritten signature in blue ink, appearing to read 'K. Hyton', is written over a horizontal line.

Kristen Hyton, Purchasing Mgr

2/23/2018

Date

ACKNOWLEDGED BY:

Company/Offeror Name

Signature of Authorized Agent

Date



Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506
(703) 830-2200

February 28, 2018

TO ALL RFP RECIPIENTS:

For UOSA RFP #18-04; **Settleability Pilot Equipment: Hydrocyclones**

SUBJECT: Addendum #2

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

☒ is not extended;

☐ is extended

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

- By SIGNING and RETURNING (1) copy of this Addendum with the bid or proposal;
- By acknowledgement of this Addendum on Transmittal Form submitted with the proposal;
- 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:

- The Pre-Proposal Conference has been changed **FROM March 8, 2018** **TO March 7, 2018 at 10:30** am in the Sellman Meeting Room. *Please note that all questions asked at the Pre-Proposal Conference will be answered in writing and provided directly to all proposers registered with UOSA and posted on our website.*
- Table 4 – Design WAS Rates and Preliminary WAS Rates for Pilot Operation: Two numbers under the Expected Pilot Operation at Current Conditions (Average) were transposed. This Addendum replaces Table 4 in its entirety with the corrected numbers. The replacement table is attached to this addendum.

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

A handwritten signature in blue ink, appearing to read 'K. Hylton', is written over a horizontal line.

Kristen Hylton, Purchasing Mgr

2/28/2018

Date

ACKNOWLEDGED BY:

Company/Offeror Name

Signature of Authorized Agent

Date

Printed/Typed Name

TABLE 4

Design WAS Rates and Preliminary WAS Rates for Pilot Operation

Design WAS Rates and Preliminary WAS Rates for Pilot Operation									
Flow Condition	Flow (mgd)	Flow Split		Total WAS Flow		WAS Split (gpm)		East-Side WAS (gpm) per Train in Operation	
		West	East	WAS (mgd)	WAS (gpm)	West	East	3 Trains	2 Trains
Design Flows									
Max 30-day	54	0.6	0.4	1.25	869	521	348	116	--
Average	42	0.5	0.5	1.00	695	348	348	116	--
Expected Pilot Operation at Current Conditions									
Max 30-day	39.5	0.6	0.4	0.54	375	225	150	--	75
Average	31.5	0.73	0.27	0.41	285	208	77	--	38

The pilot facility will be constructed on only the East-side plant, and will be located on the upper concrete deck at the RAS distribution channel of PELS 55/1. WAS is also pumped from the system at this location. RAS is accessible at this location and could be easily pumped out of the channel to the hydrocyclones. Depending on how the pilot is configured, underflow from the hydrocyclones could either be directed back into the RAS distribution channel or to individual process trains. The overflow from the hydrocyclones will be conveyed to the WAS system. This overflow stream will likely need to be pumped, since it cannot flow by gravity to a WAS collection wet well from this location.

Figure 4 is a preliminary process diagram (instrumentation is not shown) for the settleability pilot system. Three individual (modular) skid-mounted systems are shown (one for each process train). Each system is shown as having the hydrocyclone underflow conveyed by gravity to either the RAS distribution channel or directly to the individual process trains (the latter is shown in dashed lines). Arranging the system so that one hydrocyclone train is dedicated to a single process train is the recommended approach for this pilot. Such a system will be relatively easy to construct and will remove at least one variable (RAS flow splitting) from the analysis.

Figure 5 is a preliminary isometric view of the same equipment (i.e., three hydrocyclone trains, one for each process train). Figure 3 provides a good perspective on the relationship of the pilot equipment to the PELS/Selector facilities and the overall treatment process.

2.4 Scope of Supply

It is anticipated that the successful Offeror will provide equipment and services to process a waste activated sludge flow stream from a return activated sludge flow stream to select for more readily settleable fractions that could be returned to the process for enhancing the overall settleability of the aggregate mixed liquor in the RWRP secondary clarifiers.

Equipment and services to be provided by the Offeror:

- Hydrocyclones
 - Manifolds/banks of hydrocyclones to be installed on the upper deck of the East plant PELS. Each manifold/bank to be designed to process flow rates for a



Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506
(703) 830-2200

March 22, 2018

TO ALL RFP RECIPIENTS:

For UOSA RFP #18-04; **Settleability Pilot Equipment: Hydrocyclones**

SUBJECT: Addendum #3

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

| | is not extended;

| **X** | is extended to April 11, 2018

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

- By SIGNING and RETURNING (1) copy of this Addendum with the bid or proposal;
- By acknowledgement of this Addendum on Transmittal Form submitted with the proposal;
- 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:

- To extend the due date and time to April 11, 2018 at 2:00 pm
- To clarify page limits: Section 3.6 A: Change the following FROM "Proposals shall be limited to thirty (30) double sided pages, excluding cover letters, required forms, and appendices." **TO "Proposals shall be limited to thirty (30) double sided pages. Pages shall be 8.5 x 11 in size with margins not greater than 1 inch. Font shall be no smaller than 12 point and pages shall be double-spaced. The page limit excludes cover letters, required forms, and appendices."**
- To provide minutes from the pre-proposal conference and answers to all questions received prior to the Deadline for Questions.

ATTACHMENTS TO THIS ADDENDUM:

Questions and Answers
RFP 18-04, Figure 4
RFP 18-04, Figure 5
Representative Record Drawings
Minutes of Pre-proposal Conference dated 3/7/18

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

A handwritten signature in blue ink, appearing to read 'K. Hylton', is written over a horizontal line.

Kristen Hylton, Purchasing Mgr

3/22/18

Date

ACKNOWLEDGED BY:

Company/Offeror Name

Signature of Authorized Agent

Date

Printed/Typed Name: _____

Hydrocyclone Procurement Questions and Answers

March 22, 2018

1. **Question:** There may be some patents related to using cyclones on RAS/ WAS as described in your specification that could apply. Does UOSA have any guidance on this?

Response: Refer to RFP, page 12, 6th bullet.

2. **Question:** Page 10, Figures 4 and 5 appear to be missing.

Response: The missing figures are attached as Attachment A.

3. **Question:** Page 10-Three skid mounted systems are noted to be supplied—one for each train—but only two trains will be on line during the pilot. Please confirm how many systems are to be quoted.

Response: Reference 2.4 Scope of Supply (Hydrocyclones, last bullet). The Owner is interested in proposals that include the potential of either two or three trains to consider best value for their decision.

4. **Question:** Page 10-11, par 2.4 first bullet under Hydrocyclones says WAS rate ranging from 38 to 116 gpm. Table 4 show 38 and 75 gpm. Please confirm design flow rate(s) for each pilot module. Also, please confirm that flow rates are not variable from for any flow from 38 to 116 gpm as generally cyclones are rated for one flow. “with redundant capacity” is stated==what exactly is to be redundant.

Response: Note, there are several aspects of pilot flows that affect the sizing that is ultimately recommended by the Offeror and the Offeror's system will determine these flows.

- a. While flows are defined based on expected clarifier performance, mass wasting is the ultimate goal of the process. Flows currently defined in the RFP are based on expected wasting rate for actual clarifier performance (without hydrocyclones) and would not necessarily represent the actual flow rates that may be discharged from a given Offeror's equipment for a given mass wasting rate depending on the degree of thickening and separation performance that may in the Offeror's equipment.
- b. Hydrocyclone feed rate would need to be the combined flow of WAS rate and return rate, both of which will be impacted by the Offeror's proposed sizing and equipment performance. This total feed rate has not been defined since it would be a function of the actual equipment proposed by an Offeror.
- c. It is expected that multiple hydrocyclones may be required to achieve necessary turndown. The discharge (WAS) rates defined should form the basis for considering equipment sizing to achieve the desired mass wasting rate.
- d. The Owner is interested in the Offeror's input on equipment and configuration of facilities that can achieve the desired range of wasting and what modifications or additions might be necessary later to better understand advantages and limitation on the proposed system. Obviously, the Owner would prefer a system that, if proven successful, can address turndown and future needs and would like to understand how the Offeror's proposal can

address this; and if the current configuration cannot address, what provisions are recommended to put in place to accommodate future conditions.

5. **Question:** Page 11, par 2.4 under Fourth bullet under Hydrocyclone – Need clarification on what is being required for this bullet.

Response: For clarity, the bullet in question begins “Consider hydrocyclone and system...”. This provision is related to the Offeror’s intended flow into the hydrocyclones and the flow returned to the process while maintaining the desired wasting rate. It is intended to convey the initial belief that an increased hydrocyclone input and resulting increased return while maintaining the desired wasting rate would allow a quicker response in building up a desirable microbial population in the process. This sizing consideration relates to hydrocyclone sizing, number, and feed pump sizing. The Owner is interested in the Offeror’s sizing in this regard and whether this sizing is believed to have any impact on process performance/response.

6. **Question:** Page 11, par 2.4 under Fifth bullet under Hydrocyclone—See question 3 above—do we offer two systems with an option for third Or ?

Response: See response to question 3.

7. **Question:** Will another separation device such as a screen be allowed to be considered instead of a cyclone?

Response: Hydrocyclones form the basis of the descriptions contained in the RFP. Other technologies would be considered provided they functionally achieve the stated Pilot Objectives and Performance Criteria.

8. **Question:** Just so we understand what the current East side system capability is, can an individual train including selector, aeration basin, clarifier and RAS pump be completely isolated from the other two trains with the other two trains in operation.

Response: While individual trains can operate independently regarding influent flows and return sludge flows, there is only a single RAS pump station and WAS system. Therefore all trains on the east side operate as a single sludge system with a single microbial population.

9. **Question:** Since we will need to wait for the addendum and evaluate what we receive, we request more time to turn in the proposal. We request a two week extension of the March 28 due date or April 11.

Response: A two week extension will be awarded. Proposals shall be due by 2:00 p.m. on April 11, 2018.

10. **Question:** Page 2: 1.4, C: This is Blank; was this just a typo?

Response: Typo, please disregard Page 2: Part 1.4, C.

11. **Question:** Page 4: Are there any metrics considering improvement to Enhanced Biological Phosphorus Removal (EBPR)?

Response: No.

12. **Question:** Page 10: Table 4: Pump Sizing? Pilot design requires 75 gpm/train with Full design requiring 116 gpm/train. The average flow is 38 gpm. It might be tough to find a pump to do 38, 75, and 116 all at 35 psig. Would replacing pump in the future be possible to meet the 116 GPM requirements?

Response: Reference response to question 4. Proposed pumps actually need to pump the combined flow of WAS and estimated return and this combined flow is a function of the Offeror's design. The Owner is interested in the Offeror's proposed turndown and what provisions are in place now and what might be required in the future should the pilot prove successful.

13. **Question:** Page 10: Figure 4 cannot be found? Assuming this is part of the "Settleability Pilot Project – Project Definition Report (CH2M, October 2017)"? Please clarify?

Response: See response to question 2.

14. **Question:** Page 10: Figure 5 cannot be found? Assuming this is part of the "Settleability Pilot Project – Project Definition Report (CH2M, October 2017)"? Please clarify?

Response: See response to question 2.

15. **Question:** Page 10: Figure 3 is different from what is described? Assuming this is part of the "Settleability Pilot Project – Project Definition Report (CH2M, October 2017)"? Please clarify?

Response: You are correct, the reference to Figure 3 is a reference to the Figure from the Project Definition Report which is the same figure as Figure 5 in the RFP. Change the reference to Figure 3 on Page 10 to "Figure 5".

16. **Question:** Page 11: Hydrocyclones: Feed Pumps: Is there a preferred pump brand?

Response: The Owner may have preferred brands depending on type of pump proposed and final selection as noted on Page 11 (second bullet). However, for this proposal the Owner is interested in the Offeror's recommendation on type, sizing, and recommended controls for the pumps in question.

17. **Question:** Page 11: Hydrocyclones: Feed Pump VFDs: Are the VFD in the scope of the Offeror?

Response: If VFDs are proposed for control of the feed pumps, these would be within the scope of the Offeror. It is the Owner's belief that combinations of pump speed and number of hydrocyclones in service would be used to adjust wasting rate for a given train while maintaining necessary pressure for hydrocyclone performance/efficiency. However, the Owner is interested in the recommendations of the Offeror on the proposed arrangement that will achieve the stated Pilot Objectives and Performance Criteria.

18. **Question:** Page 11: Hydrocyclones: Controls: What controls are in the scope of the Offeror? Control Panel? PLC?

Response: The Owner is interested in the recommendations of the Offeror on the proposed

instrumentation recommended and the proposed scope of the Offeror. See response to Question 19.

19. **Question:** Page 12: Define the desired instrumentation?

Response: The instrumentation in question is a subheading of the paragraph at the end of Page 11. “.. Offerors may elect to propose some of the below-listed items, particularly if they are part of a pre-engineered, modular system ..” The Owner is interested in the Offeror’s proposal on the instrumentation that they would recommend, require, and provide; and instrumentation they would not provide (provided by others) to achieve the Pilot Objectives and Performance Criteria. Ultimately all agreed-upon provisions would be negotiated in the scope of the package of a successful Offeror.

20. **Question:** Page 12: Offerors shall note the following: Please clarify “...and does not intend to operate such processes in the foreseeable future.” Does this mean they will not be operating the pilot? Is the intention for Offeror to provide operations?

Response: The Owner will operate the pilot. The Owner is interested in the Offeror’s proposed participation during pilot operations as listed on Page 11. The referenced provision on Page 12 is just to alert Offerors that the plant operations now and in the future, will not be a source of seed material that might be needed by a particular Offeror for successful pilot operation and an Offeror should not assume that it is.

21. **Question:** Page 12: Offerors shall note the following: “Offerors shall agree to share technical ...”: If possible WWW would like to be a part of all published papers. Please let us know if this is possible?

Response: The Owner encourages the participation of the successful Offeror in the pilot operation and sees that as a valuable component for the success of the pilot. Arrangements for Offeror participation would be codified as part of any agreement with the successful Offeror and participation in the publishing of papers would generally be welcomed. However, the Owner wants to reserve its rights to publish as it sees fit with or without the participation of the successful Offeror.

22. **Question:** Page 13: Duration of Proposals: There seems to be an unlimited term of the validity of the proposal. We need to limit or have the ability to make price adjustment if quote is over 120 days old. Please provide clarification on the project delivery, as this could be a non-issue?

Response: This is standard RFP language for UOSA. It is anticipated that the evaluation will be completed well within the first 120 day window.

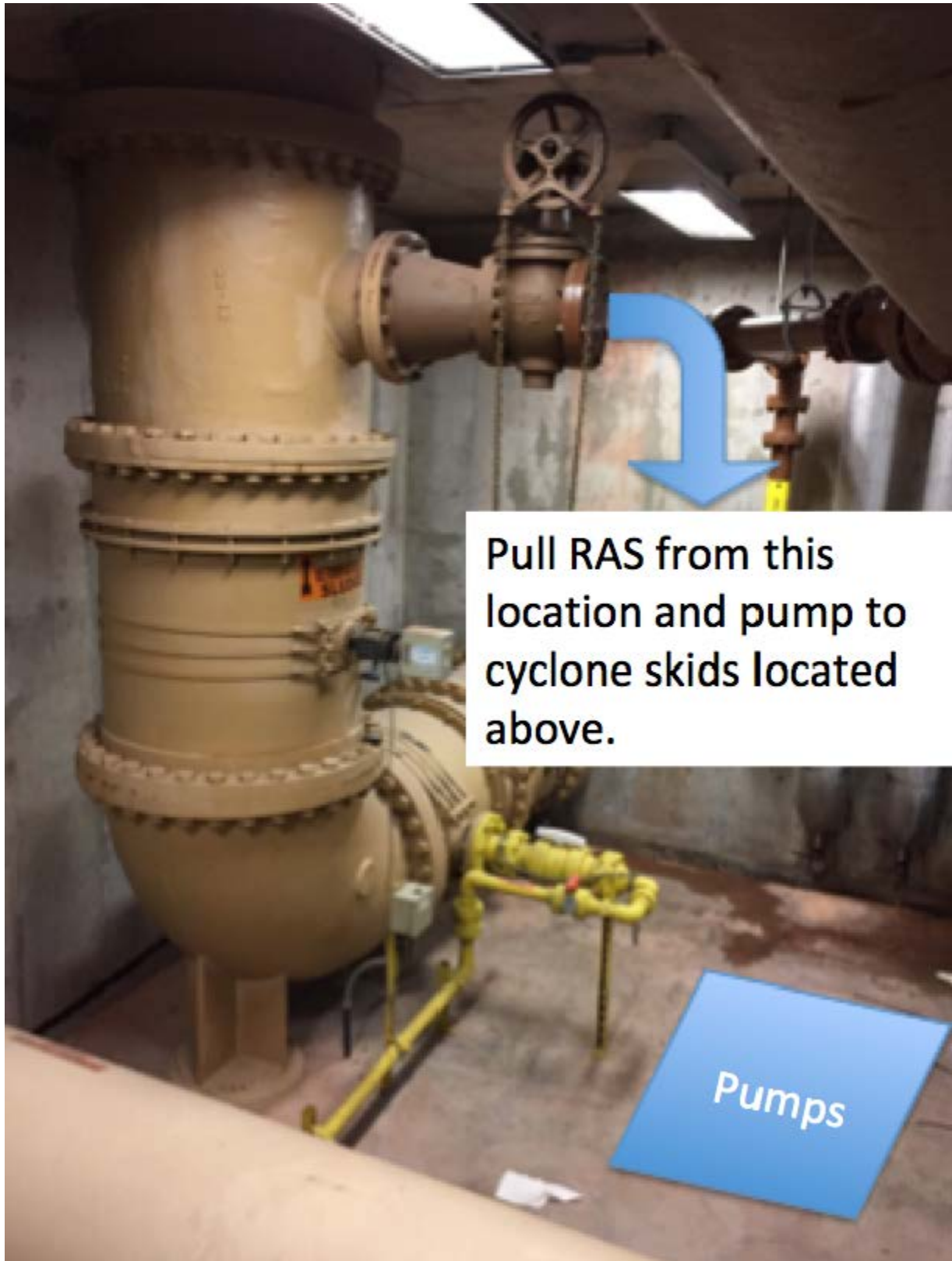
23. **Question:** We refer to “Attachment A – Proof of Authority to transact Business in Virginia”, of your solicitation RFP# 18-04 Settleability Pilot Equipment: Hydrocyclones”. For Option 3, the RFP requires the Bidder/Offeror to include with the proposal, documentation from their legal counsel. Our legal counsel is not in the USA, but in Canada. Please confirm that legal counsel from Canada will be acceptable to satisfy this requirement.

Response: UOSA is unaware of any requirement at this time that legal counsel needs to be located in the US in order to submit this documentation. Additional information regarding the SCC ID requirement can be found at www.scc.virginia.gov

24. **Question:** Would it be possible to get a copy of the as built drawings for the pipe gallery below the proposed piloting area? Could RAS be instead pulled from the existing 8" stub out located in the picture below with pumps installed in area on floor?

Response: Representative drawings are attached as Attachment B. However, please note modifications have occurred in the subject facility at various times and no one set of drawings shows all modifications or existing features. Record drawings are available for Offeror review at the offices of the Owner if a visit is scheduled in advance. The referenced location would be considered for the pumps in question. It is the Owner's intent that the Offeror's equipment be packaged as much as practical to facilitate installation. However, the Owner will consider all recommendations if these recommendations have advantages either in installation, packaging, or operations.

Reference Question 23



Attachment A – Missing Figures 4 and 5

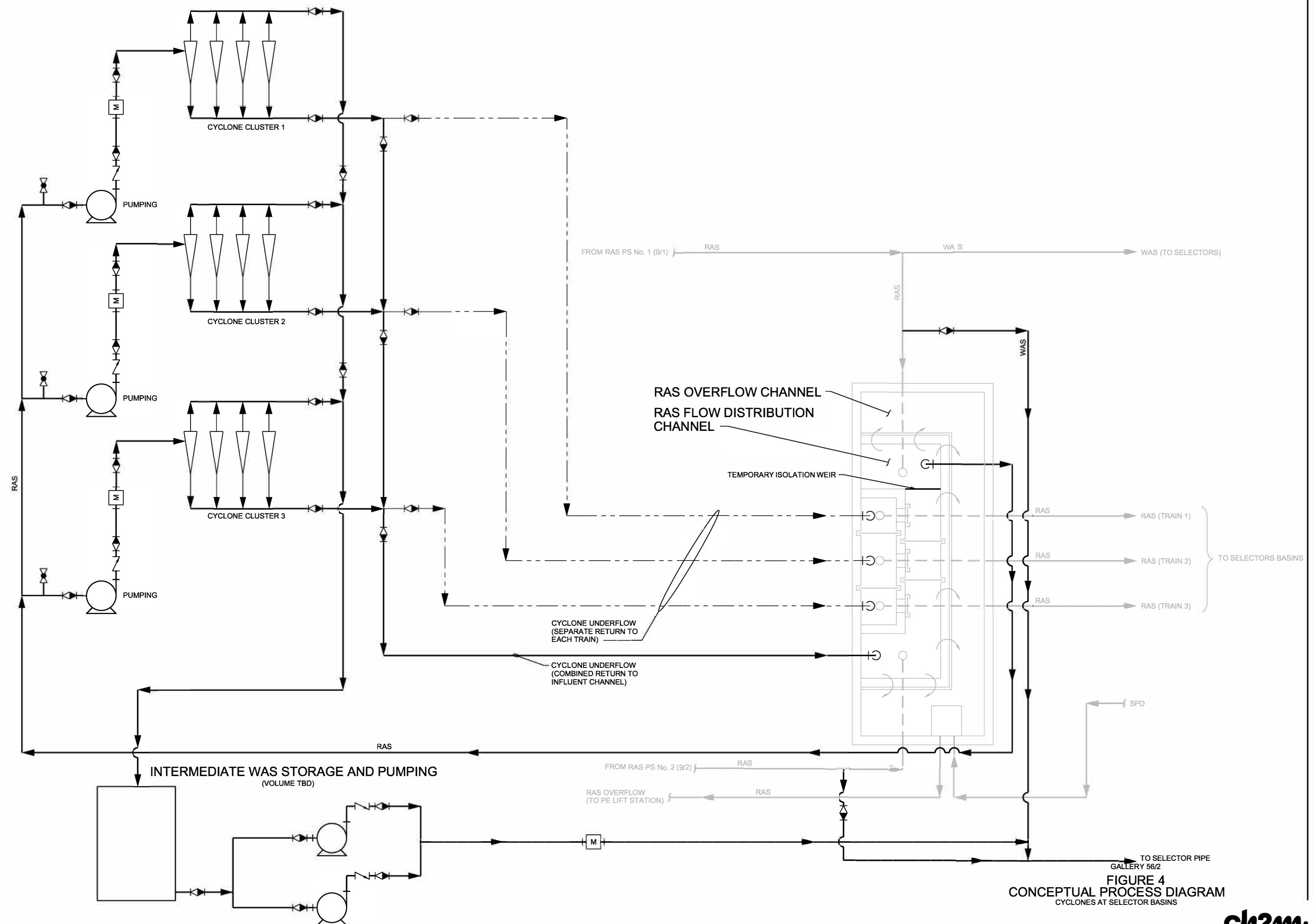


FIGURE 4
CONCEPTUAL PROCESS DIAGRAM
CYCLONES AT SELECTOR BASINS

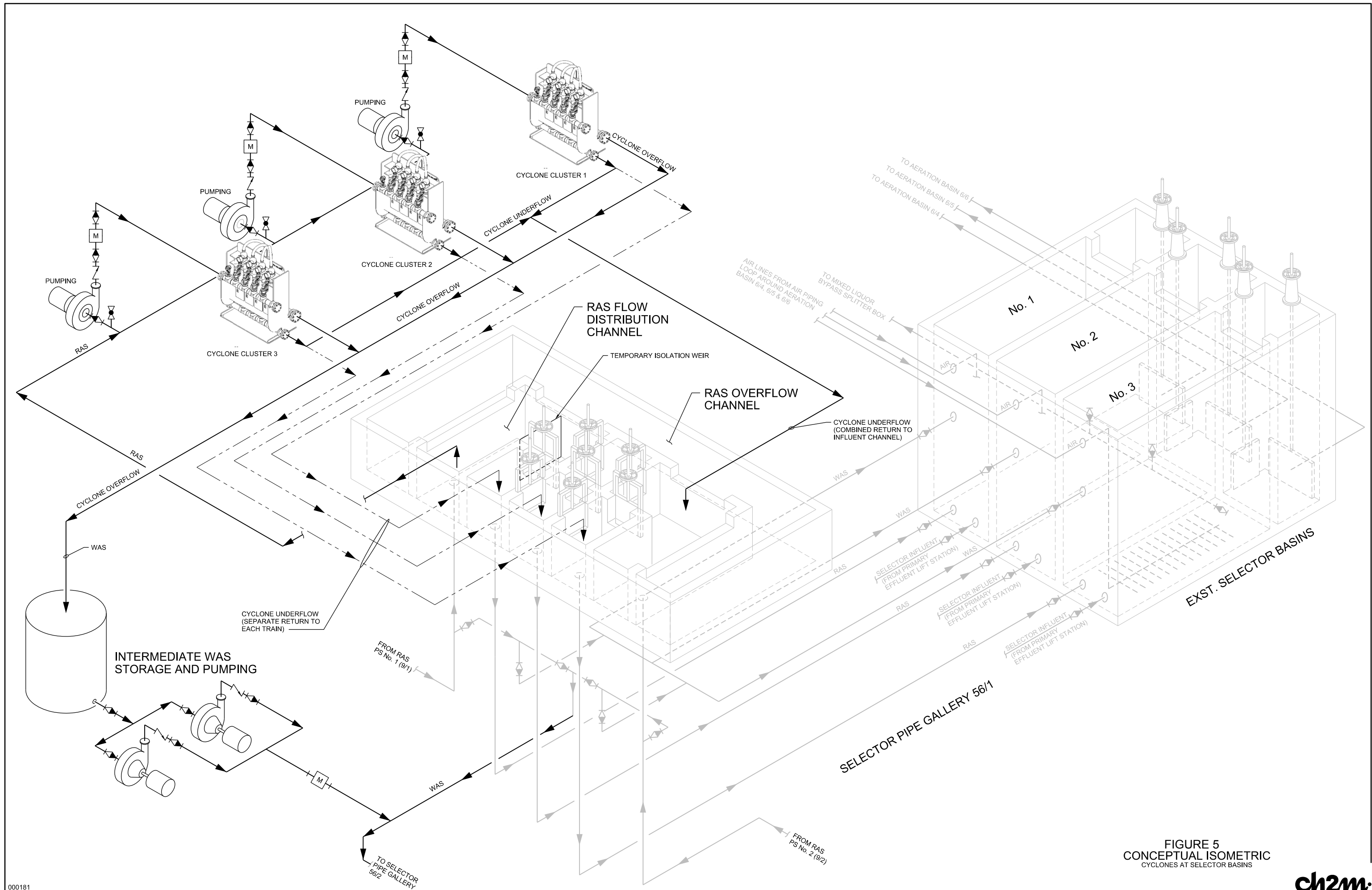
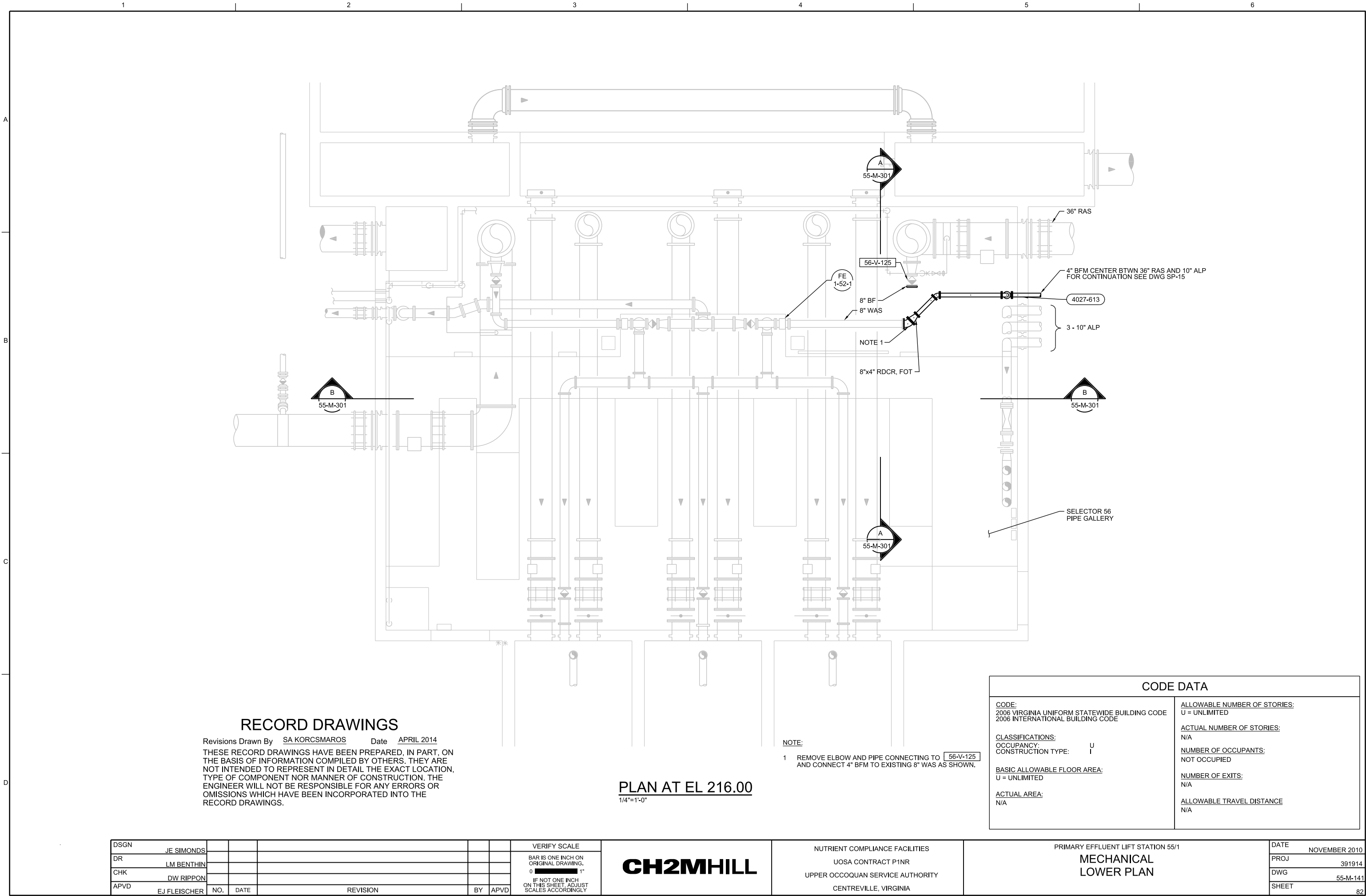
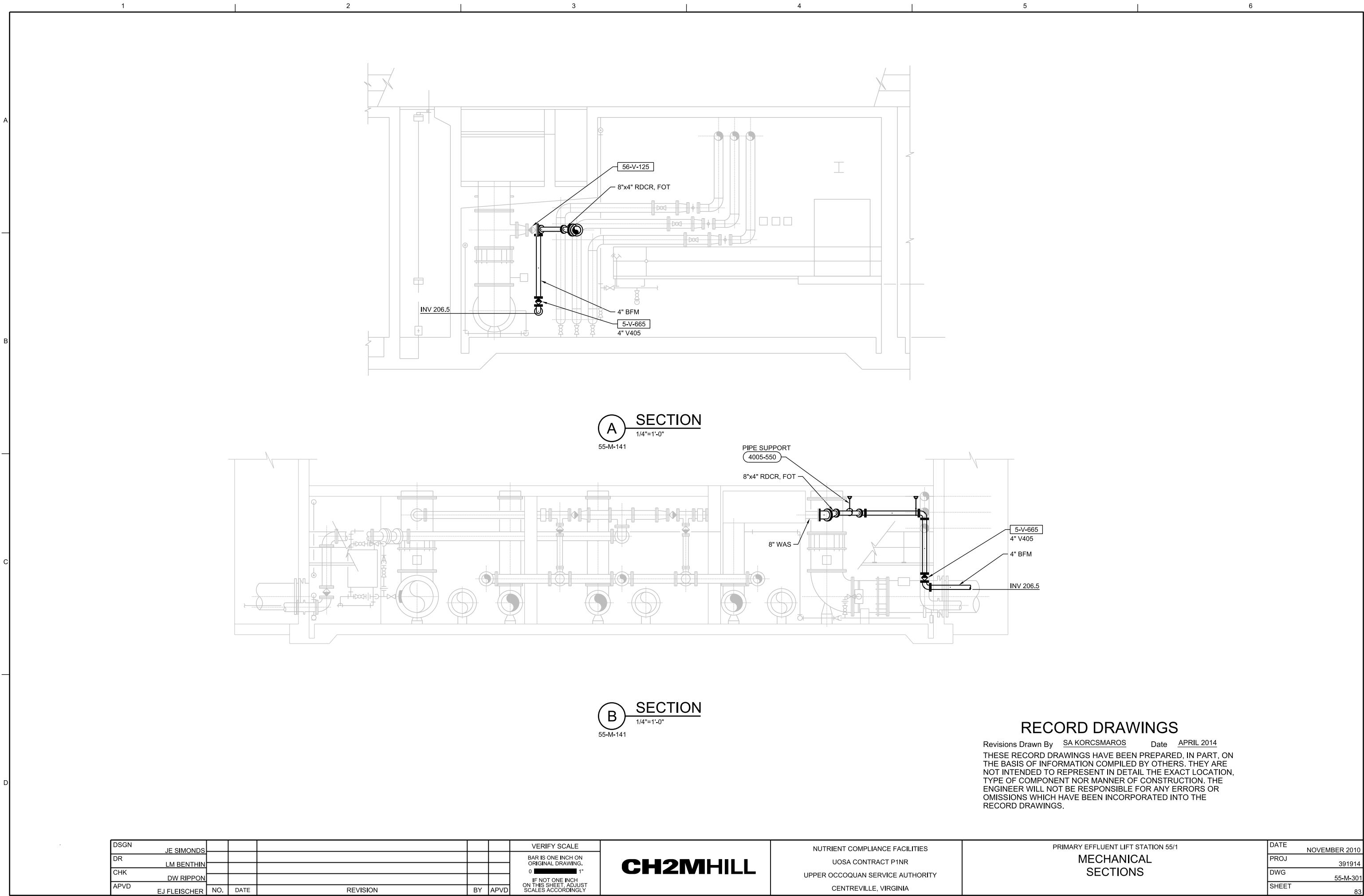


FIGURE 5
CONCEPTUAL ISOMETRIC
 CYCLONES AT SELECTOR BASINS

Attachment B - Representative Record Drawings



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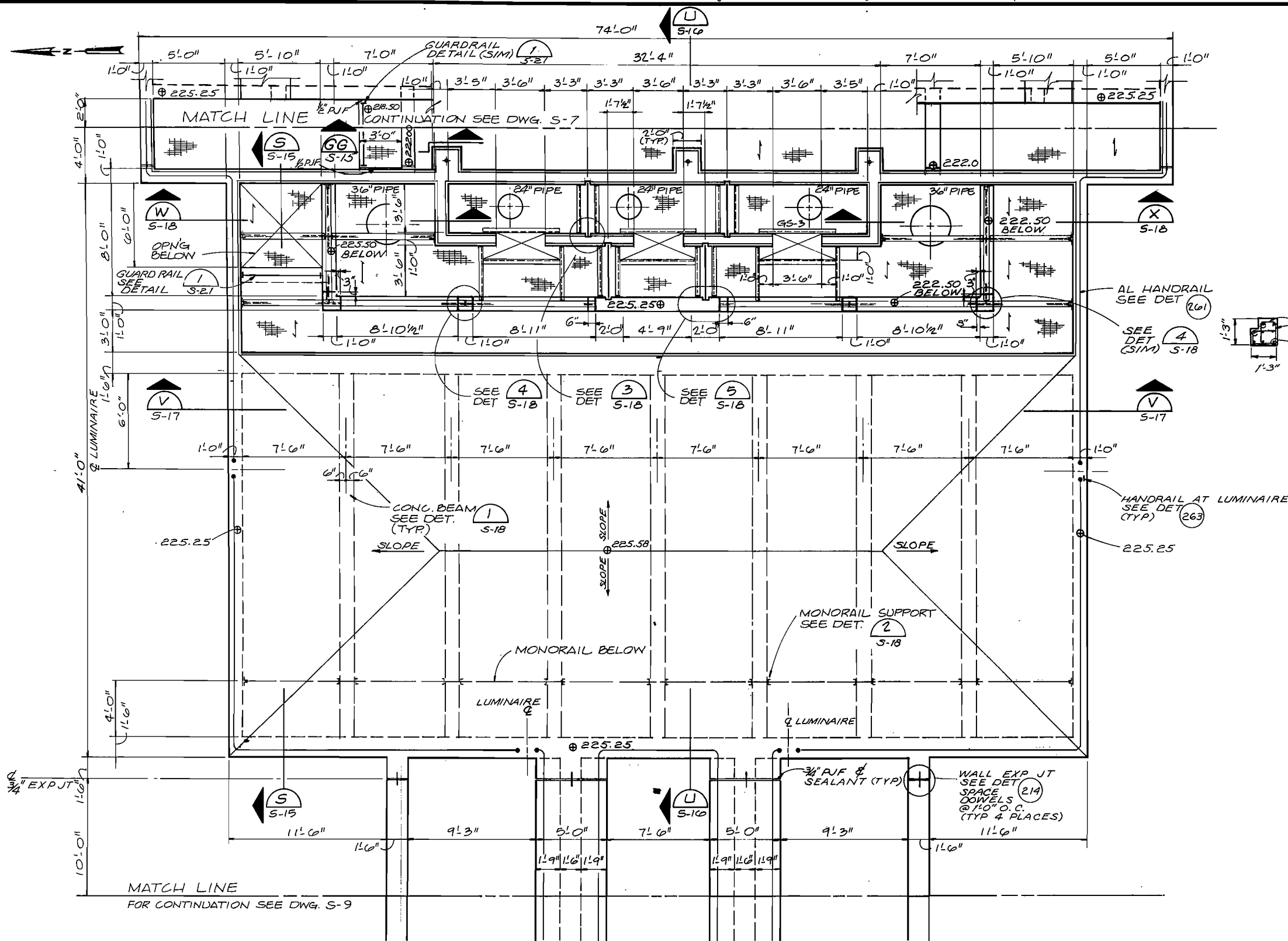


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Revisions Drawn By SA KORCSMAROS Date APRIL 2014
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DSGN	JE SIMONDS						VERIFY SCALE	CH2MHILL	NUTRIENT COMPLIANCE FACILITIES UOSA CONTRACT P1NR UPPER OCCOQUAN SERVICE AUTHORITY CENTREVILLE, VIRGINIA	PRIMARY EFFLUENT LIFT STATION 55/1 MECHANICAL SECTIONS	DATE	NOVEMBER 2010
DR	LM BENTHIN						BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"				PROJ	391914
CHK	DW RIPPON						IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY				DWG	55-M-301
APVD	EJ FLEISCHER	NO.	DATE	REVISION	BY	APVD					SHEET	83

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UPPER OCCOQUAN
SEWAGE AUTHORITY
REGIONAL WATER RECLAMATION
PLANT EXPANSION

STRUCTURAL
SELECTORS PIPE GALLERY
TOP PLAN

SHEET 106 OF 419
DWG NO. **S-8**
DATE APRIL 1985
PROJ NO. W15205.J1



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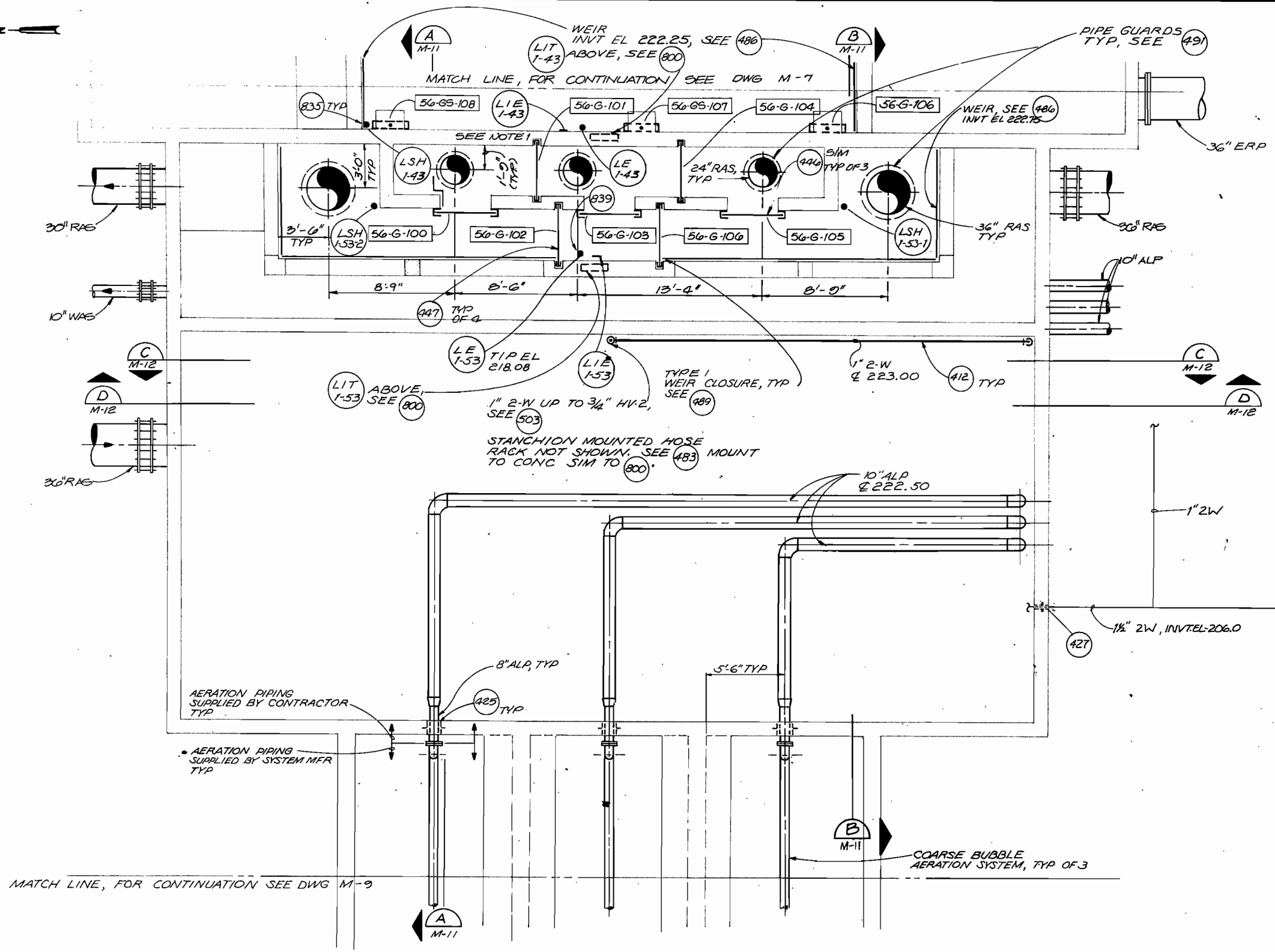
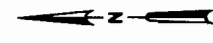
DSGN FL GRAY
DRDH ALDRIGHT
CHK RAHORNING
APVD E.P. PRESTEMON

NO. DATE

REVISION

BY APVD

CH2M HILL, INC.



- NOTES:
1. FOR PIPING BELOW EL 216, SEE DWG M-10.
 2. FOR 2W PIPING CONTINUATION, SEE DWG PH-3

RECORD DRAWINGS

Revisions Drawn by JME/grew Date MARCH 1982

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PLAN AT EL 223.00

1/4"=1'0"

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SEWAGE AUTHORITY
REGIONAL WATER RECLAMATION
PLANT EXPANSION

MECHANICAL
SELECTORS PIPE GALLERY
TOP PLAN

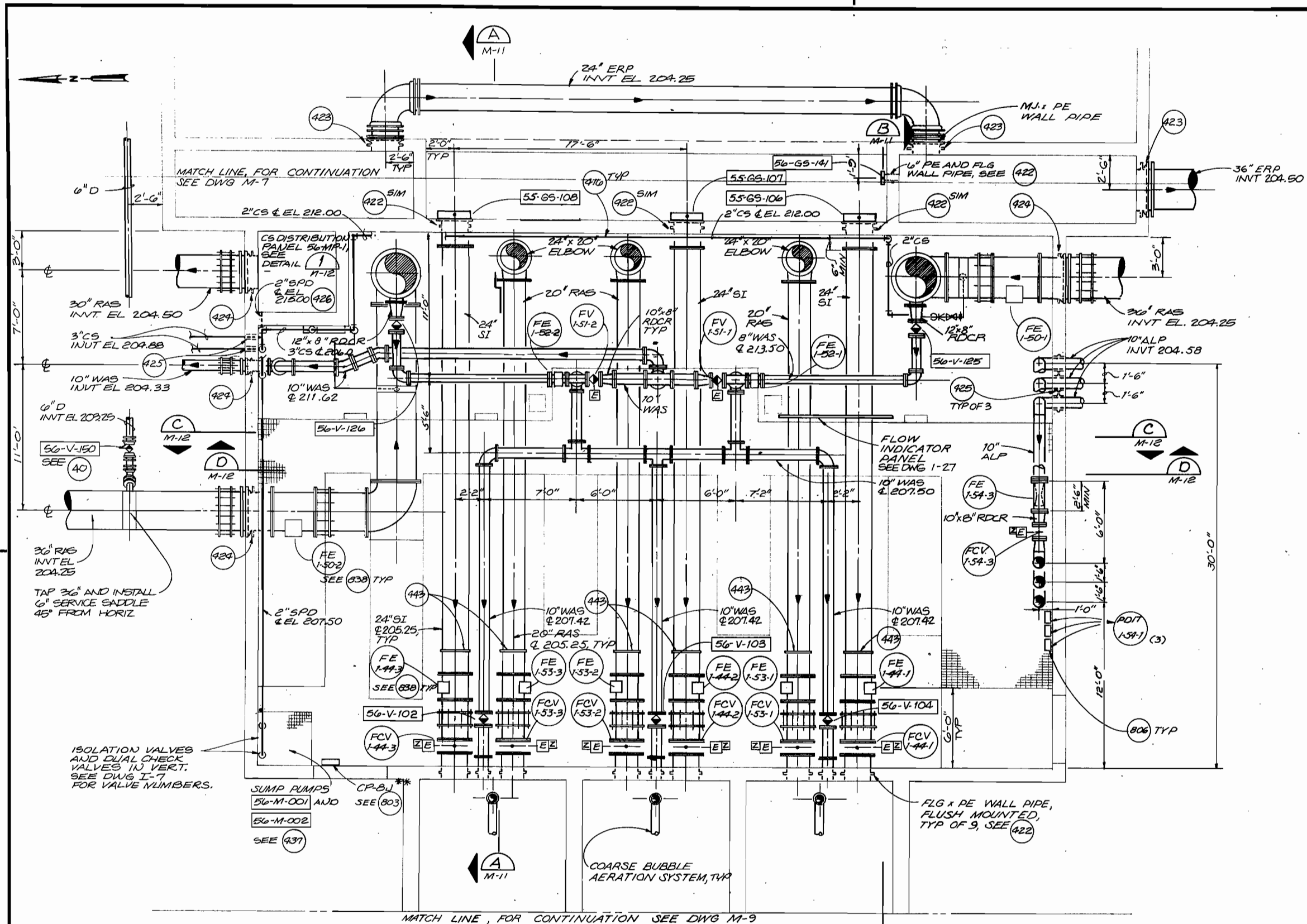
SHEET	192 OF 419
DWG. NO.	M-8
DATE	APRIL 1985
PROJ. NO.	W15205.J1



DSGN
GALLAGHER/MORALES
OR
V. GALVIN
CHK
E. SEEGMUELLER
APVD
ER. PRESTEMON

NO.	DATE	REVISION	BY	APVD

BY
CH2M HILL, INC.



NOTES:

- 2-W PIPING SHOWN ON DWG PH-3.
- FOR PIPING CONTINUATION, SEE DWG C-25.
- FIT'S NOT SHOWN ARE MOUNTED ON THE FLOW INDICATOR PANEL SHOWN ON DWG I-27.
- ALL FLOW CONTROL VALVES (FCV) AND FLOW VALVES (FV) ARE EQUIPPED WITH POSITION SWITCHES (ZS). SEE DWGS I-6 & I-7.

NOTE: SCREENED ITEMS ON THIS DRAWING ARE TO BE CONSTRUCTED UNDER THIS CONTRACT. SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.

RECORD DRAWINGS

Revisions Drawn by JIM Grew Date MARCH 1989

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PLAN AT EL 216.00

1/4" = 1'-0"

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HILL

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GALLAGHER/MORALES
DR
K. MCCOY
CHK
E. SEEGMUELLER
APVD
E.R. PRESTEMON

NO. DATE

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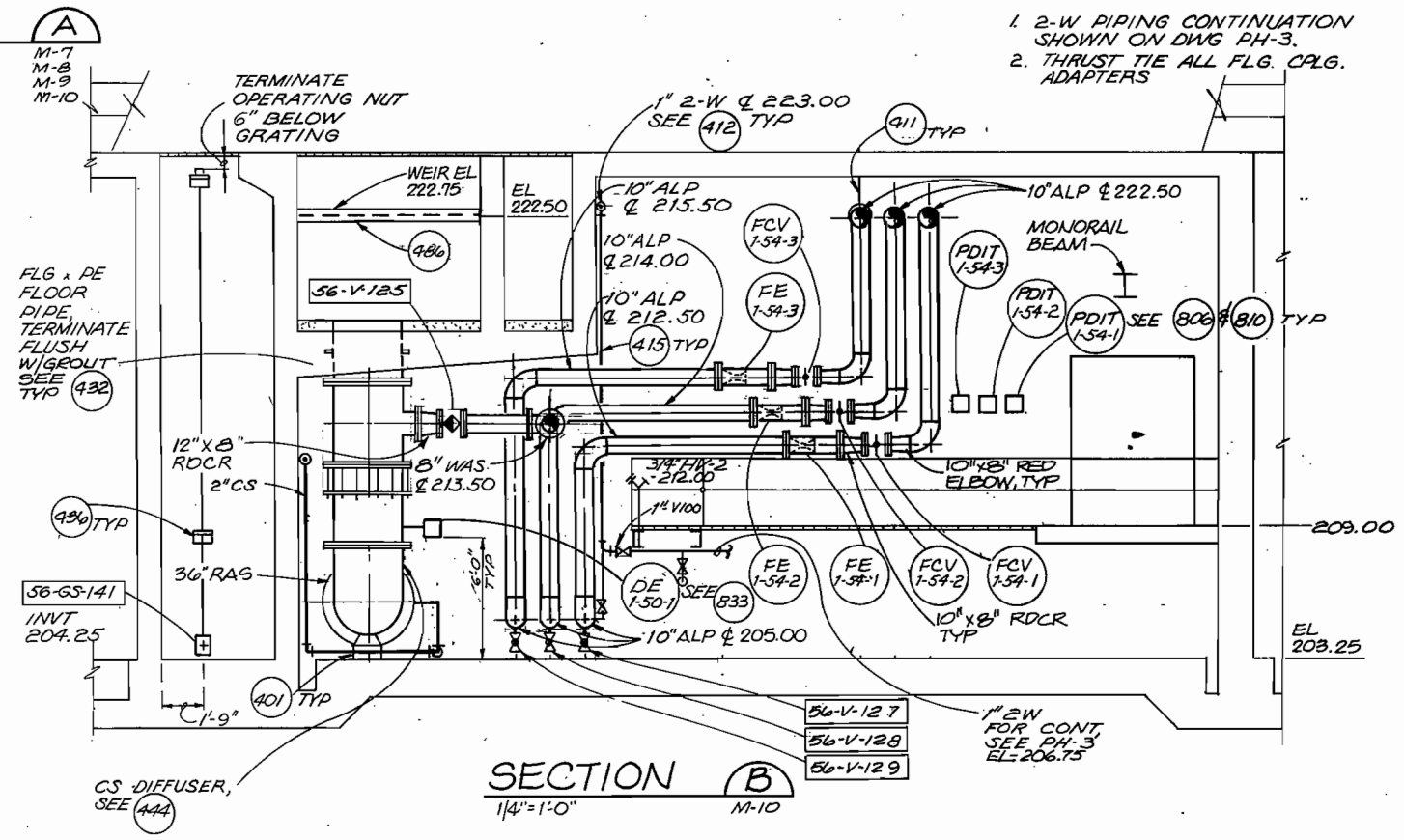
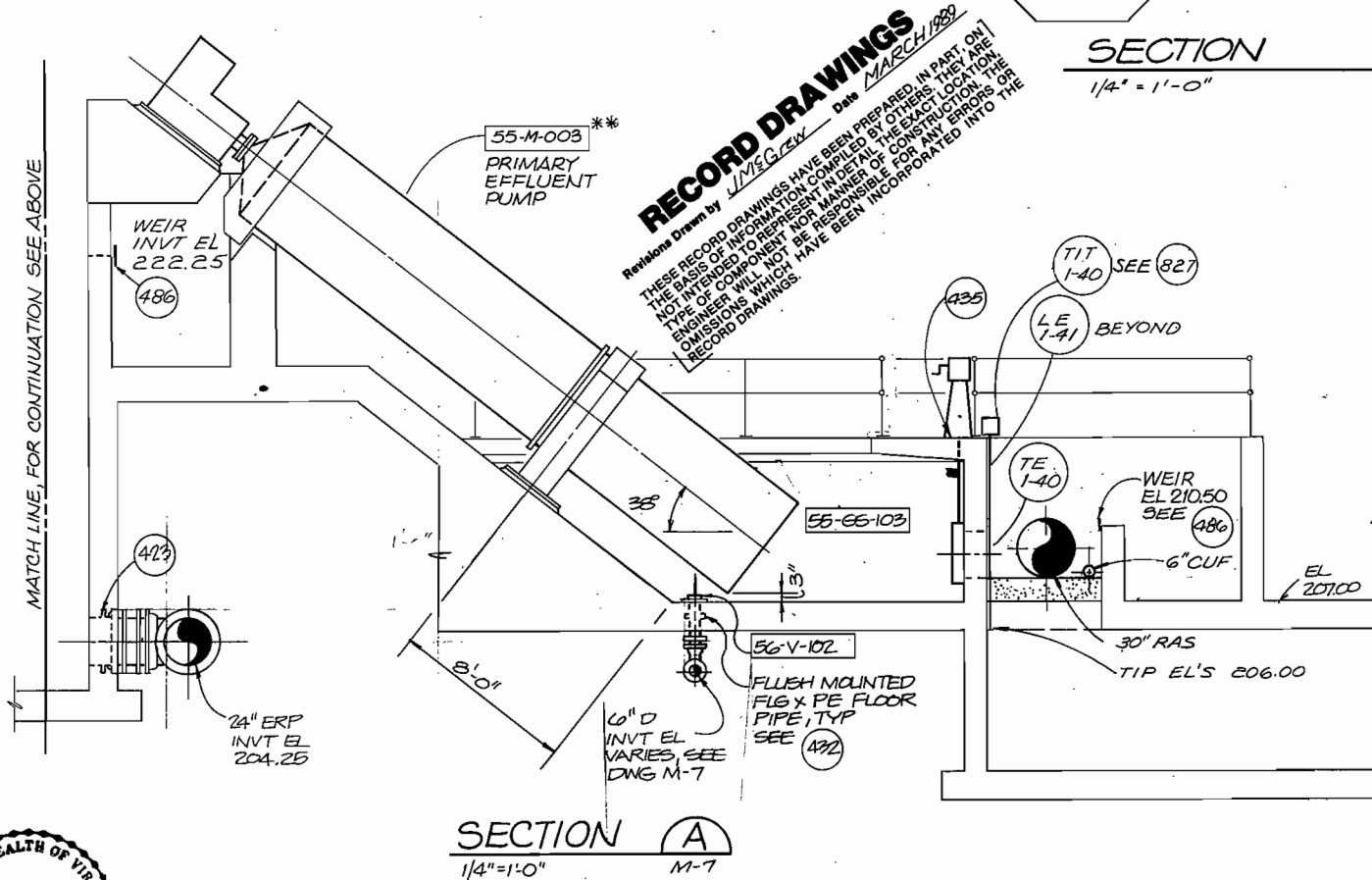
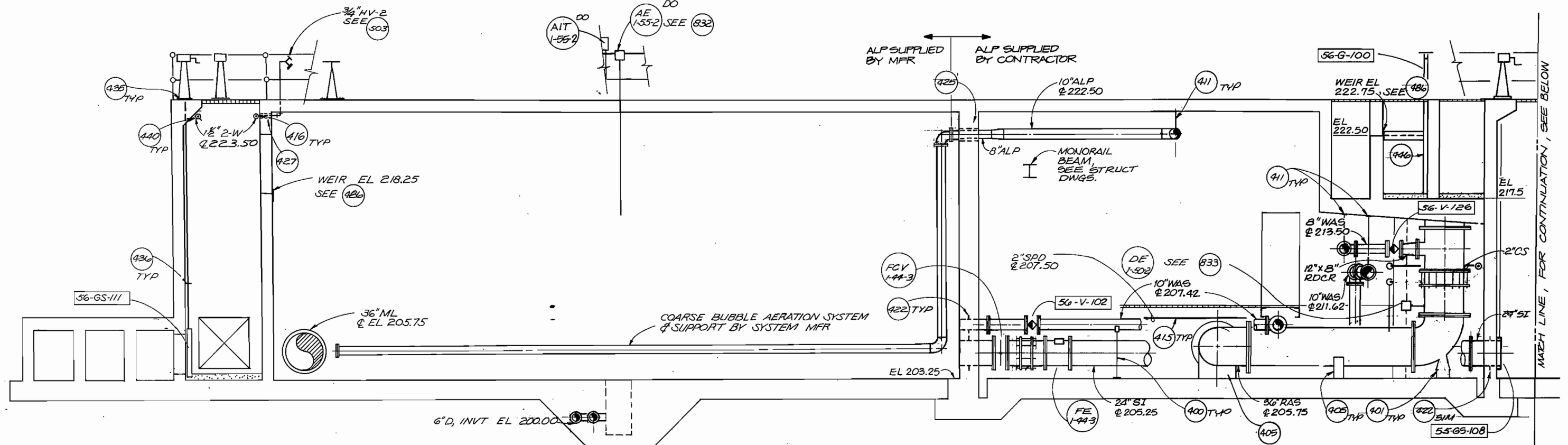
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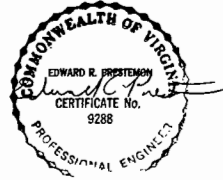
UPPER OCCOQUAN
SEWAGE AUTHORITY
REGIONAL WATER RECLAMATION
PLANT EXPANSION

MECHANICAL
SELECTORS PIPE GALLERY
LOWER PLAN

SHEET 194 OF 419
DWG.
NO. M-10
DATE APRIL 1985
PROJ.
NO. W15205.J1



- NOTES:
1. 2-W PIPING CONTINUATION SHOWN ON DWG PH-3.
 2. THRUST TIE ALL FLG. C/LG. ADAPTERS



CH2M HILL	DSGN GALLAGHER/MORALES
	CHK R. MCCOY
	CHK E. SEEGMUELLER
APVD E.R. PRESTEMON	

NO.	DATE	REVISION	BY	APVD

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UPPER OCCOQUAN
SEWAGE AUTHORITY
REGIONAL WATER RECLAMATION
PLANT EXPANSION

**MECHANICAL
SELECTORS AND PRIMARY EFFLUENT
LIFT STATION
SECTIONS**

SHEET 196 OF 419
DWG NO. M-11
DATE APRIL 1985
PROJ. NO. W15205.J1

Pre-Proposal Conference Minutes
3/7/18

**UOSA CONTRACT P2NR
SETTLEABILITY PREPROPOSAL MEETING MINUTES**

DATE: Wednesday, March 7, 2018
TIME: 10:30 AM
LOCATION: UOSA Sellman Conference Room

Participants (per the sign in sheet):

UOSA: Doug Hague
John Airhart
Bob Angelotti
Dustin Baker
Kristen Hylton
Bob Forgione
Bob Canham
Brian Owesenek
Juergen Roessler
Bianca Ojeda

JACOBS: Tim Gallagher
Ed Fleischer

Commonwealth Engineering & Sales:
Steve Staton

ETA Inc.: Marius Caprariv

Heyword WWW: Ed Presnell
Zaut Weeks

Introduction (Doug Hague, UOSA): Mr. Doug Hague, Project Manager at UOSA welcomed everyone in attendance to Pre-Proposal conference for UOSA RFP 1804, part of the equipment for Sludge Settleability Pilot.

Introduction of the Project Team (Doug Hague, UOSA): The Owner of the project is UOSA. Doug Hague will be the Project Manager at UOSA for ContractP2NR Sludge Settleability, Tim Gallagher is with CH2M Hill that is Jacobs now, and Kristen Hylton is with UOSA's Purchasing Department.

Purpose of the Pre-Proposal Conference (Doug Hague, UOSA): Mr. Doug Hague briefly explained that the purpose of this Pre-Proposal meeting was to go through Pilot supply and support services. Any questions should be sent to contractP2NR@uosa.org. Questions should be submitted in writing and will be answered in writing. Questions that require change will be issued in the addendum.

Proposal Submittal Requirements (Kristen Hylton, UOSA): Mr. Doug Hague turned it over to Kristen Hylton and she introduced herself as, Kristen Hylton, Purchasing Department

Manager of UOSA. She then proceeded to talk about some submittal requirements and specifications.

- Deadline for questions- next Wednesday, march 14, at 5:00 pm, EST. I will reiterate that all questions asked today need to be followed up in writing. As Doug said, nothing stated today at this conference can change the RFP. That can only be done through a written addendum.
- At this time also note Section 3.3 regarding communication. All communication needs to be in writing or through the Purchasing Department. Any communication between prospective Offerors, your agents/ representative and any member of UOSA other than the purchasing Department is prohibited for your benefit and integrity of the process so that everyone has equal opportunity.
- Proposals are due in Purchasing at 2:00PM on 3/28. Please allow time for processing within our receiving area, etc. please do not send it to anyone's attention. It needs to be addressed to the Purchasing Department and labeled to indicate the RFP # and Due Date. The package label is shown on page 17 of the RFP and is just a sample label. If you fail to label it as such and it is lost or delivered to the wrong area within UOSA causing it to be delivered to Purchasing after the deadline, it may be disqualified.
- Please DO NOT email any submissions. We cannot accept your submission via email. We can only accept the required number of hard copies (along with a USB or flash drive copy). Those requirements are in Section 3.7 of the RFP. (1 original, 8 copies and a soft copy)
- Page limits are listed in 3.6 of the RFP. 30 double-sided pages. This excludes cover letters, required form and appendices. Qualifying as 8 ½ X 11 standard pages, no margin less than one inch, font size no smaller than 12 point.
- As this is a RFP and not an IFB there is no public opening. The proposals will be opened by the purchasing department and reviewed for responsiveness to the administrative details and requirements before being sent out to the evaluation committee. Any item listed as required and not provided with your proposal may deem you non-responsive. So check and double check please.
- At this time two addenda have been issued. A minimum of one more will follow with answers to the questions asked up to the deadline. All must be signed and provided with your proposal.
- Required forms: There are a number of required forms:
 - o Transmittal Form
 - o Disclosure Form
 - o SCC ID Form: please note that this is NOT tax ID or a Contractor's license document. This is a special ID that is provided by the Virginia State Corporation Commission and required by all entities doing business in Virginia. Please read them carefully and be sure that you check the appropriate selection for your organization. Lack of response on this form will deem you non-responsive and your proposal will not be accepted. I will note if you decide to submit an application prior to the due date of the RFP/ please do not wait until the day before. We will require proof that you have submitted this documentation. Please be sure to have any mail/ FEDEX tracking ID and documentation from SCC (completed forms, etc.) if you check #5

- VCWRLF Documents: UOSA may determine as part of this project to seek grants or loans from the DEQ in Virginia. Because this money is Federal in its origination we are required to provide these documents at the bid/ proposal phase of any project that may ultimately qualify. The majority of the documents are for review so you are aware they will be included in any Contract that is ultimately awarded so please review the language. The only item that will be required to be signed and returned with your Bid at this point will be Attachment #2 “Bidder Compliance Statement.” Read it fully- if you’ve never done this before the last paragraph will apply to you.
- Review the Davis Bacon requirements- at this point they will only apply for work that you may perform on site.
- Finally- One last note to call your attention to is the inclusion of the Cooperative Procurement Clause. It is in General Terms & Conditions on page 30 clause 6.1. Since the procurement is for goods and no construction, you may offer any agreed upon pricing and terms to other public bodies in Virginia. As this is an emerging technology, this is a good marketing tool for your companies to use when/ if a contract is awarded as a result of RFP. You are not obligated to allow them the same pricing and terms, but it is good to know when you are talking with other bodies about this technology.

At this moment, Kristen Hylton announced that she would be heading out early and introduced Dustin Baker also from the Purchasing Department since he will be working the project with her. If there are any questions he can answer or make note and then they will be added to the addendum.

Purpose of Project (Doug Hague, UOSA): Mr. Doug Hague explained that UOSA is performing a study to investigate Hydrocyclones to improve the settling characteristics of the sludge system as flows and loads increase in the future. The need for stable clarifiers and solids management becomes important for operation once it increases.

He explained that the Pilot Study is a full scale, one year Pilot Study to determine what Hydrocyclones are a viable and reliable technology to improve sludge settleability and process stability. The Pilot study will be conducted on the East half and other half will act as a control. Mr. Hague referenced Section 2.2 in the RFP. SLR and SVI values were discussed as they relate to the plant’s current design and observed data during stress testing and consequently how hydrocyclones could reduce the gap between the two loading rates which could result in guidelines for operational decisions in the events of high flow and unforeseen reasons.

Discussion regarding major capital improvements for additional Aeration Basins or Secondary Clarifiers to increase capacity and how a successful pilot may defer such large projects. The plant has been collecting baseline data as plant sits now and will continue to do that though the process.

Schedule (Doug Hague, UOSA): Looking to see that proposals have a schedule with estimated times with shop drawings preparation, application delivery, and equipment if proposing a ballasted or non-ballasted system. UOSA wants to see how any impacts to the schedule and any additional equipment needed for ballasted equipment.

Project Overview + Coordination (Tim Gallagher, JACOBS): Mr. Tim Gallagher went straight into the design being in two pieces and that everyone here was to talk about first piece of equipment that is going to be used in the Pilot Study. Mentioned that they are looking ahead for installation needs and support that may be needed ahead.

Referenced the RFP as it has more details. Asked for the best guess or judgement of the support needed and advice on the study. Mr. Tim Gallagher mentioned that they must work conceptually with UOSA on design.

Referenced p.10 in RFP: Terms of Supply Section 2.4

Mr. Tim Gallagher reiterated that your participation is needed if selected to collect data asking for your advice throughout to see how you can support UOSA. This is a purchase order type of arrangement with UOSA so UOSA would actually buy the equipment and hire somebody else to install the equipment. Requiring UOSA to seek your help for equipment needed when it comes to sizing and so forth.

Questions (Doug Hague, UOSA):

1. Mr. Marius Caprariv from ETA-Inc.: Referring to Attachment A-Proof of Authority to transact Business in Virginia, our legal counsel is not in the USA, but in Canada, will our legal counsel still be acceptable to satisfy the requirement?
 - a. Tim Gallagher and Dustin baker answer by saying that it is unknown so will get back to him
2. Mr. Marius Caprariv from ETA-Inc.: There may be some patents related to using cyclones on RAS/ WAS as described in your specification that could apply. Does UOSA have any guidance on this?
 - a. UOSA/JACOBS/OFP Discuss
3. Mr. Marius Caprariv from ETA-Inc.: Some of the information on technology side, the results in Pilot Study and all will be okay to share afterwards, but proprietary information cannot be shared with anyone.
 - a. Mr. Tim Gallagher replied saying that is correct
4. Mr. Marius Caprariv from ETA-Inc.: Page 10, Table 4, pump sizing; at that rate does it provide any safety for total waste of eastside of plant?
 - a. Mr. Tim Gallagher replied, Yes it does. There is a design and current operation range 54 million gallons per day with maximum 30 day value. Right now their annual average is more like 33, so yes.

Adjourn (Doug Hague, UOSA): With that, Mr. Doug Hague ended the Pre-Proposal meeting at approximately 11:07 AM and reminded everyone to sign the attendance sheet as they would then head out to do the site visit.

Site Visit (Doug Hague, UOSA): All leave to continue to site visit at approximately 11:15 AM.

Exhibit A: Agenda

Exhibit B: Sign-In Sheet

PRE-PROPOSAL MEETING

RFP#18-04 / SETTLEABILITY PILOT EQUIPMENT: HYDROCYCLONES

March 7, 2018

AGENDA

1. Welcome to UOSA and Introduction of Staff.
2. Purpose of the Pre-Proposal Conference.
3. Proposal Submittal Requirements
4. Purpose of Project.
5. Schedule
6. Project Overview + Coordination
7. Questions
8. Adjourn.
9. Site Visit.

REMINDER: Please remember to Sign In before you leave today

Settleability PreProposal

UOSA Contract P2NR

Sellman Conference Room

Wednesday, 3/7/2018 From 10:30am to 12:00pm

LIST OF ATTENDEES				
	NAME	COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS
1	Doug Hague	UOSA	(703) 227-0290	Doug.Hague@uosa.org
2	Steve Staton	Commonwealth Engineering & Sales	(804) 752-2959	SteveS@CommonengSales.com
3	MARIUS CAPRARIU	ETA INC.	(289) 231-2926	MARIUS.CAPRARIU@ETA-INC.C
4	Bianca Ojeda	UOSA	703.227.0291	Bianca.Ojeda@UOSA.org
5	Dustin Baker	UOSA	703 227 0231	dustin.baker@UOSA.org
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