



UPPER OCCOQUAN SERVICE AUTHORITY

REQUEST FOR PROPOSALS #18-13

Provide Class-A Biosolids Distribution and Marketing Services

Issued By:

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Date Issued:

Monday, May 7, 2018, 10:00 am

**Pre-proposal
Conference:**

Thursday, May 17, 2018, 1:00 pm

**Deadline For
Questions:**

Friday, May 18, 2018, 5:00 pm

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

Wednesday, June 6, 2018, 2:00 pm

NOTICE: Firms who have received this solicitation package from a source other than UOSA's Purchasing Office or who have downloaded the solicitation from www.uosa.org 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.

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UOSA SOLICITATION DISCLOSURE FORM

RFP Number: 18-13

RFP Due: Date: 6/6/2018

RFP Title: Class-A Biosolids Distribution and Marketing Services

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)

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

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its submission the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder/offeror is not required to be so authorized.

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

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

SECTION II – CONFLICTS OF INTEREST

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

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

SECTION III – COLLUSION

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

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

Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER/OFFEROR MUST RETURN THIS FORM WITH BID SUBMISSION

SECTION ONE

1 SUMMARY INFORMATION

1.1 Introduction and Objective

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 and Waste Authorities Act. UOSA was created by the concurrent actions of its member jurisdictions and chartered by the State Corporation Commission of Virginia on April 1, 1971. The member jurisdictions include the Counties of Fairfax and Prince William and the Cities of Manassas and Manassas Park. UOSA is located in Fairfax County and currently employs approximately 172 individuals. UOSA currently owns and operates an advanced water reclamation plant with a permitted capacity of 54 million gallons per day (“mgd”) and a regional system of interceptor sewer lines, pump stations and force mains that deliver wastewater from the four member jurisdictions to the treatment plant.

The Upper Occoquan Service Authority plans to engage the services of one qualified firm for hauling, marketing, distribution, and sale of pelletized biosolids meeting EPA 503 Class A/EQ standards.

1.2 Optional Pre-Proposal Conference, Site Visit and Inspection

An optional pre-bid meeting will be held at the time and date specified on the cover page. The purpose of this meeting is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this meeting will not be a prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend.

UOSA will conduct a site tour and inspection immediately following the pre-bid meeting. This will be the only scheduled time available for a site visit. UOSA desires that all questions as a result of the site visit be submitted to UOSA Purchasing Department in writing by the (Deadline for Questions) date shown on the cover sheet of this document.

The site visit and inspection is not mandatory and is not a pre-requisite for submitting bids. However, failure to attend the site visit and inspection will not relieve the Bidder from the responsibility for ascertaining conditions at the site, and claims as a result of failure to inspect the job site will not be considered by UOSA. All Bidders will have the opportunity to submit questions in writing at the conclusion of the site visit and inspection in compliance with the bid document. All questions will be answered via an Addendum.

1.3 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:

- A. **Acceptance** - Acceptance takes place when the Purchasing Authority agrees with the contractor that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt.
- B. **Award** – means the decision by UOSA to execute a contract, after all necessary approvals have been obtained.
- C. **Committee** – means the Evaluation Committee.
- D. **Contract** – means the formal written acceptance of an offer by UOSA.
- E. **Contractor** – The person, firm or corporation with whom UOSA has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the Contract as the Contractor.
- F. **Cost Proposal** – The portion of the Offeror’s proposal containing cost information. For the purposes of this solicitation the words ‘cost’ and ‘price’ are interchangeable.

- G. Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- H. Desirable** – The term "desirable" or "it is desirable" is used to identify features that are desired but are not mandatory.
- I. Evaluation Committee** – The Evaluation Committee is the group of individuals appointed to review, evaluate, and rank each proposal, and make a recommendation for award.
- J. Mandatory** – used to identify features (requirements) that are absolute and necessary to meet the needs of UOSA.
- K. Must** – The term "must" or "shall" is used throughout this document to indicate mandatory requirements. It means that the Offeror will provide the goods and/or services specified in the RFP.
- L. Notice** – The term "Notice" or the requirement to notify means all Notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any Notice by either party to the contract shall be sufficiently given if delivered to the last known business address of the person, firm or corporation constituting the party to the Contract, or to his, their or its authorized agent, representative or officer, by certified or registered mail, FedEx, or UPS, to the individual or firm, or to an officer of the Contractor for whom it is intended.
- M. Notice to Proceed** – A written Notice given by UOSA to the Contractor fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the work in accordance with the requirements of the Contract Documents.
- N. Offeror** – A firm or company that submits a proposal to UOSA in response to this RFP.
- O. Owner** – The Upper Occoquan Sewage Authority, doing business as The Upper Occoquan Service Authority, (UOSA).
- P. Project Manager** – means the UOSA employee assigned to this Project for purposes of oversight of the project. The Project Manager is responsible for all aspects of the contract (excluding contract modifications) after Contract award, including but not limited to approving design changes, and authorizing payment for completed work, etc.
- Q. Proposal** – means the response by an Offeror to a Request for Proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to an Offeror's price and terms for the proposed Contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- R. Receipt** - Receipt takes place when a Product(s) is delivered to an End User and a document is executed that established that the Product is now in the possession of the End User. Receipt DOES NOT connote or imply Acceptance.
- S. RFP** – means Request for Proposals which means any document, whether attached or incorporated by reference, used for soliciting proposals from Offerors under any method allowed under current Virginia Procurement regulations.
- T. Scope of Work** – refers to all requirements (specifications) identified in the RFP.
- U. Shall** – Has the same meaning as the word "Must".
- V. Specifications** – The term "Specifications" refers to the written description of standards and workmanship to be applied to the Work and certain administrative details applicable thereto.
- W. Technical Proposal** – An unpriced proposal that sets forth in detail that which a vendor proposes to furnish in response to a solicitation.
- X. Work** – All Services required and identified or the various separately identifiable parts thereof required to be furnished under the Contract Documents.

1.4 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

SECTION TWO

2 SCOPE OF WORK

2.1 Background Information

UOSA produces roughly 6000 tons of organic biosolids on a dry-weight basis. This material can be processed as class-A/EQ pellets, lime-stabilized class-B material, plate-and-frame class-B material, as class-B pellets, or as waste. UOSA generally seeks to maximize production of Class-A materials and minimize Class-B materials and waste.

Over the past several years, the primary type of biosolid produced at the UOSA site has been class-A/EQ pellets. However, for capacity and equipment reliability reasons, UOSA has produced some quantity of other materials using the class-B systems, the vast majority of which has been lime-stabilized. **Table 1** below illustrates the historical monthly variability that UOSA has experienced. Values are presented on a wet basis; pellets are nominally 5 percent water and lime stabilized material is nominally 70 percent water.

This RFP seeks offers to handle and market only Class-A pellets. Other material(s) is handled under separate contract. UOSA offers no guaranty with respect to the amount or production rate of Class-A material that will be handled under this solicitation. Note that UOSA has significant storage capacity, but generally seeks to retain pellets for as short a period as possible, generally less than a month.

Table 1. Historical Production Quantities

Date	Pellet Wet TN	Press Wet TN	LS Cake Wet TN	Waste Wet TN
Jan-16	371.7	0	0	0
Feb-16	618.4	0	0	41.8
Mar-16	589.3	0	0	80.7
Apr-16	431.3	0	0	43.1
May-16	474.2	0	0	20.6
Jun-16	693.4	0	0	49.3
Jul-16	48708	0	0	40.6
Aug-16	618.8	0	0	62.7
Sep-16	481.3	0	0	58.3
Oct-16	553.5	0	0	40.8
Nov-16	216.1	0	0	111.5
Dec-16	410.3	0	0	80.3
Jan-17	590	0	0	20.1
Feb-17	522.6	0	0	25.1
Mar-17	475.8	0	0	26
Apr-17	864.1	0	0	21.6
May-17	622.4	0	0	42.8
Jun-17	569.7	0	0	56.8
Jul-17	336	0	0	122.3
Aug-17	649.9	0	0	86.5
Sep-17	352.8	0	0	167.2
Oct-17	420.7	0	0	21.1
Nov-17	349.1	0	0	71.3
Dec-17	602.4	0	153.7	35.5

UOSA Class-A/EQ biosolids have historically been of high quality with respect to metal and Coliform counts (See Table 2 below)

Table 2 Representative analysis of UOSA Class-A biosolid pellets

UOSA CLASS-A/EQ PELLETS			
Parameter		2017 Avg	A/EQ Limit
As	(mg/Kg)	3.4	41
Cd	(mg/Kg)	<2.0	39
Cu	(mg/Kg)	449	1500
Hg	(mg/Kg)	1.1	17
Mo	(mg/Kg)	5.3	75
Ni	(mg/Kg)	19.1	42
Pb	(mg/Kg)	9.8	300
Se	(mg/Kg)	6.7	100
Zn	(mg/Kg)	597.5	2800
Solids	(%)	94.2	
Ca	(mg/Kg)	27050	
Fe	(mg/Kg)	13380	
K	(mg/Kg)	1925	
Mg	(mg/Kg)	3705	
Mn	(mg/Kg)	259	
Na	(mg/Kg)	571	
TKN	% dw	5.7	
Phosphorus	% dw	2.4	

2.2 Contract Requirements and Scope

UOSA requires that the biosolids disposal or land application is performed in a responsible manner and that management practices are in place to avoid involving UOSA in transport or site disposal disputes such as, but not limited to, those associated with safety, odor, nutrient loading, and local regulations.

2.2.1 Handling of Class-A/EQ Responsibilities (UOSA and Contractor)

Class-A/EQ pellets have the potential to undergo self heating and combust. Pellets are also likely to generate odor. Ownership of pellets passes to contractor at time of truck loading at UOSA. However, to protect UOSA's interests the following practices shall be employed as needed:

- A. Field stockpiling and storage is acceptable providing that the Contractor conforms to EPA management practices as specified in the "Guide to Field Storage of Biosolids".
- B. Pellets may generate odors. Contractor shall promptly investigate any odor complaints arising from bulk pellet distribution and shall agree to remove unspread pellets and remediate at no charge to UOSA if requested by any customer. UOSA will pay landfill costs, only, arising from this situation.
- C. UOSA will not add any dust control agent to pellets destined for field application, unless specifically negotiated and agreed upon by both parties.
- D. UOSA will add between 2 and 3 lbs of dust control agent per ton to pellets destined for fertilizer blender markets, unless a different target is specifically negotiated and agreed upon by both parties.
- E. UOSA has 4 storage silos, each with capacity of 200 tons storage. UOSA and contractor will coordinate regarding pellet pickup schedule. Contractor will arrange sites and customers in

advance so that there is a place to send pellets if UOSA needs to offload pellets quickly, as may arise if hot spots develop.

- F. Pellets can be picked up 24/7/365 and self-loaded by drivers after check-in with UOSA staff. UOSA has an on-site truck scale to measure pellet loads.

2.2.2 Regulatory Responsibilities

The following shall apply to class-A/EQ biosolids pellets. UOSA may meet Class-A requirements using other EPA approved methods.

- A. The contractor shall obtain distribution and marketing permits as necessary to sell pellets in Virginia and provide copies of all permits to UOSA's Project Manager. After award of contract, UOSA's Project Manager and contractor will explore options for distribution outside of Virginia.
- B. Once per every two month cycle (Jan-Mar-May-July-Sep-Nov), the contractor shall send to UOSA's Project Manager a sampling kit and arrange for analysis of the following parameters. This cost shall be borne by the contractor; however, UOSA shall have the right to prohibit use of any laboratory that does not meet UOSA quality control standards. UOSA's Project Manager shall receive a laboratory report promptly for the items listed below upon analysis of each sample.
 - * Percent total solids
 - * Analysis for nutrients (N-P-K)
 - * Fecal coliform
 - * Metals
 - * Analysis for any other parameters necessary for pellet distribution and marketing

C. Pathogen reduction:

As per 40 CFR Part 503.32(a)(7), sewage sludge is treated by an approved Process to Further Reduce Pathogens (Appendix B, "Heat Drying"). The percent moisture present in the material is reduced below 10 percent and the temperature of the sludge is verified at 80C or above. Laboratory testing is conducted to verify that fecal coliform is less than 1000 MPN per dry gram.

D. Vector attraction reduction:

As per 40 CFR Part 503.33(b)(8), the percent solids of sewage sludge is equal to or greater than 90 percent.

E. Metals: (EQ)

As per 40 CFR 503.13, biosolids must be monitored to demonstrate meeting the Part 503 pollutant concentration ceiling limits (Table 1 of Section 503.13).

- F. The required monitoring frequency is once per 60 days (6 times per year) as per 40 CFR 503.16 and an estimated production of between 1,500 and 15,000 dry metric tons per year.

2.2.3 Required Reports

Land Application/Disposal: Contractor shall submit to UOSA's Project Manager an annual "Land Application/Landfill Final Disposition Report". The report will list the application/disposal/use locations (by name and address), date applied/landfilled and quantity applied/landfilled and in the case of land application, the total acreage each truckload was applied to. UOSA may at its option and discretion inspect application locations and will notify the Contractor of any discrepancies between reports and actual applications.

The contractor shall provide any additional land application, disposal, use, transport or other records required for UOSA to meet regulatory and permit requirements, especially but not limited to annual EPA 503 reporting.

2.2.4 Equipment

No specific equipment is required for this contract. However, trailers sent to pick up pellets at the UOSA plant shall meet all state and federal registration and inspection requirements and be in good working order. UOSA may refuse to allow pellets to be loaded into deficient equipment.

2.3 **Minimum Qualifications**

Prospective Offerors must have not less than three years of extensive and continuous experience handling environmentally sensitive biosolids. Contractor shall have sufficient resources, equipment and personnel available to initiate this contract without causing delays in startup or schedule slippage to UOSA. Drivers assigned to this account must have a good driving record with not less than three years experience driving trailered vehicles of at least the same size as those to be used for this requirement. All trucks, trailers and related equipment assigned to this account must be inspected and certified as meeting all relevant local, state, and interstate criteria for hauling of biosolids of the class and types specified herein.

The requirements specified above shall continue throughout the life of the contract. UOSA shall have the right to terminate the contract and replace the Contractor immediately if it is determined that the Contractor has failed to comply with any requirement specified in this RFP or if the Contractor's performance is determined to be, in the sole determination of UOSA, detrimental to the hauling and distribution of UOSA's Class-A product or if the contractor's performance may result in the blemishing of UOSA's reputation. In the event that the contract is cancelled by UOSA due to the Contractor's failure to satisfy its contractual obligations and is declared to be in default, UOSA shall cure the default either through liquidated damages or by submitting claims against the Performance Bond if the Bond was a contractual requirement.

2.4 **Pellet Distribution Services**

- A. Each Offeror shall provide in their Proposal details of existing pellet distribution systems through which UOSA pellets will be sold within Virginia.
- B. Each Offeror shall specify in their Proposal the quantity of UOSA pellets that can be distributed via existing customers and the historical or proposed sale price to these customers.
- C. Each Offeror shall provide in their Proposal their proposed marketing and outreach approach and how it will maximize the sales and price received for UOSA pellets distribution within Virginia.

2.5 **Additional Pellet Distribution Services Offered**

- A. Each Offeror shall provide in their Proposal details of existing pellet distribution systems through which UOSA pellets may be sold outside of Virginia.
- B. Each Offeror shall specify in their Proposal a realistic estimate of the quantity of UOSA pellets that can be distributed outside of Virginia.
- C. Each Offeror shall provide in their Proposal a historical or a proposed sale price to these customers outside of Virginia.
- D. Each Offeror shall specify in their Proposal the costs of additional testing and how regulatory issues will be addressed if UOSA pellets are sold outside of the Commonwealth of Virginia.
- E. Each Offeror shall provide in their Proposal all Services including pricing not specifically asked for but are available to UOSA.

Initially UOSA will only contract for the services listed in this RFP for pellet sales within the Commonwealth of Virginia but reserves the right to add services throughout the contract period as and when needed.

2.6 Incident Recovery

- A. The Offeror shall provide information regarding their incident recovery plans, including specific plans related to serving the Authority in the event of a declared emergency; investigation of any odor complaints arising from bulk pellet distribution including removal of unspread pellets and remediation if requested by any customer. A contact name(s), phone number(s), and e-mail address(es) with 24/7 accessibility shall be provided to the Authority and maintained in a current status, during the contact period.
- B. Each Offeror shall explain in detail how they will respond to and handle an urgent request to remove pellets from a silo that is showing hot spots but which is not showing signs of combustion.

2.7 Staffing Requirements

The selected contractor shall:

- A. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
- B. Provide listing of direct contact names, e-mail addresses, and phone numbers for all units interacting with the Authority.
- C. Update and provide to the Authority current contact names as they occur.
- D. Provide in advance to the Authority a list of contractor's subcontractor(s) and main contacts in case of an emergency.

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 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.

3.3 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.

3.4 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.

3.5 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 four (4) 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 except price 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. Requirement/Marketing Approach/Capabilities
6. Experience and Qualifications
7. Summary by title of personnel that will be assigned to this contract
8. Financial Responsibility
9. Fees, Charges and Revenue Sharing

B. The elements listed in ‘A’ above parallel the basis of the Authority’s proposal evaluation criteria. The Authority is not responsible for failure to locate, consider, and evaluate qualification factors presented outside this format. The following paragraphs provide guidelines to each Offeror for information to include in its proposal.

1. **Cover Letter** – The cover letter should provide a brief history of the Firm and its organization. The letter should indicate the principal of the firm who will be the Authority’s primary point of contact during negotiations. This individual must have authority to negotiate all aspects of the Scope of Services and provisions on behalf of the Firm. An officer authorized to bind the firm to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.
2. **Requirements/Marketing Approach/Capabilities** - This section should present the Firm’s understanding of the requirements listed. This section should include a proposed Scope of Services and a preliminary management plan that includes tasks outlined in the Section 2 of this RFP and how they will be accomplished, specifically the marketing processes that will be used to provide the most economically viable option for both UOSA and the Contractor.
3. **Experience and Qualifications** - This section should discuss experience and qualifications of the Firm and the team in providing the type of services outlined in the Scope of Services. Experience listed in this section shall contain detailed descriptions of at least three other contracts the Firm has held with other public bodies within the last five years in which services were performed or a scope similar to that outlined in this RFP.

Each of the three references in this Section should include the name, telephone number, and mailing address of an individual employed by the Client. This contact shall be a person

having direct knowledge of the scope of work and the Offeror's performance during the contract.

4. **Personnel** - This section should contain the names, background and experience on similar types of contracts of the key personnel proposed for this work. Provide resume (s) of the manager (s) who would work actively on the account and a summary of each individual's experience. Individual resumes should be included as an appendix and will not be counted as a part of the 30-page limit.

In all dealings with the firm except in the case of emergencies, the Authority prefers to deal with a single representative holding ample authority to handle any situation that may arise in the course of our contract relationship.

5. **Financial Responsibility** - The Offeror shall provide evidence of financial responsibility including the latest audited financial statements issued. In addition, the Offeror shall provide a statement indicating the length of time the firm has been in business.

D. Cost Proposal Requirements (All elements of the Cost Proposal shall be based on distribution of 400 tons of pellets monthly. This is an estimate only and is not guaranteed.)

UOSA desires to enter into a fixed price contract for pellet handling services with revenue sharing based on net proceeds from pellet sales. Revenue sharing shall be pooled on a monthly basis based on all loads carried.

1. Fees and Charges

Each Offeror shall submit the following:

- A. A firm/fix the price for all regulatory, permitting, marketing, and hauler dispatch services necessary to distribute and market pellets in Virginia that will be invoiced on a monthly basis.
- B. A hauling price schedule (if applicable) detailing the different fees charged for transporting UOSA Pellets to different sites within the state of Virginia on a per-ton basis.
- C. A hauling price schedule (if applicable) detailing the different fees charged for transporting UOSA Pellets to different sites outside the state of Virginia on a per-ton basis.

2. Proposed Revenue Structure

- A. UOSA seeks to pay for fixed and variable costs as above. In addition, the contractor shall propose a revenue-sharing plan that describes in detail what fraction of pellet sales revenue will be credited to UOSA and what fraction of sales revenue shall be retained by the contractor as commission.

The plan shall be presented in detail, covering in-state and out-of-state sales and shall include relevant formulas and examples. It is UOSA's intent that, to the greatest extent possible, the proposed revenue-sharing plan aligns UOSA interests and the contractor interests such that increased net revenue from pellet sales benefits both parties.

3. **Other Services** The Cost Proposal shall also include other services available to UOSA not specified in this RFP. See Section 2.5.

3.6 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 Finance Division, the Executive Offices 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 first be reviewed for compliance with the Requirements of this RFP. The Offeror assumes responsibility for addressing all requirements listed in Section 2. Each proposal will be evaluated according to the elements listed and point structure shown below. A contract will be awarded to Offeror whose Proposal achieves the highest number of points.

Element	Points Allowed
Reputation, Qualifications and Experience in connection with services required.	0-10
Responsiveness of written proposal in clearly stating and understanding of the requirements as outlined in Section 2 of this RFP, including existing pellet distribution and proposed pellet marketing approach.	0-25
Personnel qualifications and experience	0-10
Financial responsibility of firm	0-10
Overall estimated cost, including Proposed Profit Sharing Program as submitted in the Offeror's Cost Proposal	0-45
Total Points Allowed	100

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.

The Authority'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, the Authority 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 offer conforms to the solicitation and is most advantageous to the Authority, cost or price, revenue and other factors considered.

Should the Authority 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.

3.6 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 four (4) 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

3.7 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.

3.8 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.

3.9 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.

3.10 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).

3.11 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.

3.12 Ranking And Selection

Proposal evaluation will consist of an in-depth evaluation by the Committee of each Offeror's technical capabilities, skills, experience, references, financial stability, etc. 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. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. 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.

3.13 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. Failure to provide a satisfactory presentation will be grounds for a declaration that the offer is non-responsive. Presentations shall be conducted only at FW.

3.14 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.

3.15 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 Bank(s) will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Bank or subcontractors. The selected Bank(s) is to be the sole point of contact with regard to all contractual responsibilities.

- A. Term: The initial term will be four (4) years, with the option to extend the contract for an additional four one-year periods, for a maximum total of eight years.
- B. Renewal: Renewal for the initial four years will be automatic unless UOSA opts to cancel the contract by providing the contractor with 90 days prior written notice, or declares the contractor to be in default. For administrative purposes, UOSA will issue a renewal purchase order annually. Issuance of a purchase order for the optional years will constitute notice of renewal. The Authority also reserves the right to contract with more than one Bank for specific aspects of the RFP if that is in the Authority's best interest.

3.16 Type of Contract

The Upper Occoquan Service Authority shall enter into a firm/fixed price contract based on fixed rates as negotiated with a set minimum contract period of 12-months.

3.17 Annual Increases

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.

An increase based upon factors other than the CPI-U (e.g., Force Majeure, etc.) may be submitted when and, as they occur providing that sufficient detailed supporting documentation is included with the request. UOSA reserves the right to reject any such request or negotiate a mutually agreeable price

End Section 3

STANDARD TERMS AND CONDITIONS

[Non-Construction]

The following Terms and Conditions establish requirements and conditions governing responsibility, policy, and procedures and 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/Offeror 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.

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:	
Telephone:		Signed: _____ Date: _____	
Fax:		Printed: _____	
E-mail:		Title: _____	
		Offeror's Federal ID Number	
Submission Checklist:			
Note: Your proposal submission must include all of the following documents			
UOSA Solicitation Disclosure Form		All Signed Addenda if issued	
Attachment A			
Attachment B			
Attachment C – IS NOT REQUIRED (at this time)			

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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