



## UPPER OCCOQUAN SERVICE AUTHORITY

### INVITATION FOR BIDS # 18-14

#### Class-B Biosolids Hauling and Disposal

**Issued By:**

**Purchasing Department**

**UOSA**

**Administration Building**

**14631 Compton Road**

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**Date Issued:**

**Monday, May 7, 2018, 10:00 am**

**Optional Pre-Bid Meeting and Site Visit:**

**Thursday, May 17, 2018, 1:00 pm**

**Deadline For Questions:**

**Friday, May 18, 2018, 5:00 pm**

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

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UOSA SOLICITATION DISCLOSURE FORM

IFB Number: 18-14

IFB Due Date: 6/6/2018

IFB Title: Class-B Biosolids Hauling and Disposal

IFB Due Time: 2:00 PM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company

Contact Person

Address

Title

Remittance Address

Telephone

Fax

Email

Indicate Which: Corporation [ ] Partnership [ ] Sole Proprietor [ ]

Minority Owned/Controlled Yes [ ] No [ ] | Women Owned/Controlled Yes [ ] No [ ] | Small Business Yes [ ] No [ ]

Organized under the laws of the State of

Principal place of business at

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

Name Address

[Blank lines for listing owners]

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

**This form must be included with your submission**

## SECTION 1

### **1 Summary Information and Submission of Bids**

#### **1.1 Introduction**

The Upper Occoquan Sewage Authority, doing business as Upper Occoquan Service Authority (UOSA), is a public body politic and corporate organized under the Virginia Water Authorities Act. UOSA was created by the concurrent actions of its member jurisdictions and chartered by the State Corporation Commission of Virginia on April 1, 1971. The member jurisdictions include the Counties of Fairfax and Prince William and the Cities of Manassas and Manassas Park. UOSA is located in Fairfax County and currently employs approximately 170 individuals. UOSA currently owns and operates an advanced water reclamation plant with a capacity of 54 million gallons per day (“mgd”) and a regional system of interceptor sewer lines, pump stations and force mains that deliver sewage from the four member jurisdictions to the treatment plant.

#### **1.2 Objective**

The objective of this ‘Best Value’ Invitation for Bids (IFB) is to secure the services for transport and disposal/use of biosolids meeting EPA 503 Class B standards and for biosolids which do not meet standards and that must be diverted to a landfill.

#### **1.3 Optional Pre-Bid Meeting and Site Tour**

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.

##### Site Visit and Inspection

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.

#### **1.4 Period of Contract**

The initial contract will be for four (4) one-year periods, with options to extend annually thereafter for up to 4 additional one-year periods for a maximum contract period of eight (8) years. Renewal will be at the sole option and discretion of UOSA. Renewal will be based on prior performance and acceptance by UOSA of any proposed rate increases as allowed per the terms and conditions contained herein, or as agreed to between the parties prior to any contract extension.

## 1.5 Basis of Award

UOSA will use the 'Best Value' IFB Process for this requirement. The Best Value Criteria shown below will be used as basis for award. The objective is to obtain the services described herein from the best qualified contractor at the best value. Award will be based on the following criteria:

- 60 percent for Bid Price
- 20 percent for Qualifications
- 10 percent Financial Responsibility
- 10 percent References

## 1.6 Contract Award

A Committee will be established to review and rank each bid submission. The Committee may be composed of the various user department members involved in and familiar with the biosolids process currently in place at UOSA. UOSA may also request additional technical assistance from other sources.

- a. A contract will be awarded to the highest ranked bidder based on the "Best Value" evaluation criteria listed above.
- b. By submitting a bid Bidders agree to provide all equipment, labor and services, without alteration or modification to the requirements specified in this Invitation For Bids.
- c. UOSA desires that all equipment be delivered and fully operational at UOSA's main treatment facility no later than 30 days after award of contract.

## 1.7 Performance Bond

**UOSA reserves the right to require a Performance Bond of up to \$250,000 for the term of the contract period or each contract year (whichever is required by the issuing entity).** If required, the successful Bidder shall deliver to the purchasing office an executed Standard Performance Bond, with the Upper Occoquan Service Authority as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. The Contractor shall submit the bond within 14 calendar days of notification by the Purchasing Agent. The Performance Bond shall be in effect for the duration of any contract awarded as a result of this solicitation and shall not expire until after Contractor completion and UOSA acceptance of all Work performed under such contract. UOSA in its sole discretion shall determine the amount and duration of the Performance Bond prior to the annual renewal of each contract term.

Bidders must submit the cost of a Performance Bond in the amount of \$250,000 in the space provided on the Bid Summary Sheet.

## 1.8 Hours of Operation and Holidays

UOSA operates 24 hours per day, every day of the year, and maintains a continuously staffed treatment plant. For purposes of this solicitation and ensuing contract, the Contractor shall have access to the plant when and as necessary.

UOSA office hours are 8:00 a.m. through 4:30 p.m. Monday through Friday excluding UOSA holidays. UOSA normally observes Virginia bank holidays. Access to work sites and work areas may be modified subject to the approval of the UOSA Project Manager. In any event and under all

circumstances, the unilateral decision of the UOSA Project Manager regarding access to UOSA facilities shall be final. The then current list of holidays will be made available upon request, after contract award.

## 1.9 Questions and Communications

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

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

## 1.10 Instructions for Submitting Bids

(See Sections 2.18 & 2.19 for Submittal Requirements)

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

All bids must be submitted in a sealed package. Bids should be submitted in sealed envelopes or packages, and identified as follows:

From: \_\_\_\_\_

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

## 1.11 Late Bids

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

## 1.12 Bidder's Representations

Each Bidder by making its Bid represents that:

- A. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
- B. The Bidder shall make a careful examination to determine accuracy of the specifications, and shall be satisfied as to the quantity and quality of materials and workmanship required for the Work. UOSA shall not be held responsible for any omissions.
- C. Its Bid is based upon all of the materials, systems, labor (design and manual) and equipment required by the Bidding Documents **without exception**.

### 1.13 Definitions

- A. **Acceptance** – means the point in time when the UOSA Project Manager confirms in writing that the contract has been completed as contracted for and the Contractor is released from any further obligations. All remaining payments due the contractor shall be approved for payment at this time.
- B. **Approved and As Approved** – The words ‘approved’ and ‘as approved’ unless otherwise expressly defined or qualified, shall be understood to be followed by the words ‘by the Owner’ for conformance with the Contract Documents.
- C. **As Shown and As Indicated** – The words ‘as shown’ and ‘as indicated’ shall be understood to be followed by the words ‘on other Drawings or otherwise in the Contract Documents.’
- D. **Award** – means the decision by UOSA to execute a contract after all necessary approval have been obtained.
- E. **Bid** – means the response by a Bidder to an Invitation for Bids issued by a procurement agency to obtain goods or labor.
- F. **Bidder** – means any person submitting a response to an IFB.
- G. **Contract** – means the formal acceptance of a bid by UOSA. The contract to be entered into as a result of this IFB shall be by and between the Bidder and Contractor and UOSA. It shall include the following items, which are listed in order of precedence:
  - A. The fully executed contract between the parties, or UOSA Purchase Order,
  - B. This IFB, all attachments, drawings and any Addenda to the IFB,
  - C. The Bidder’s response to the IFB (including any drawings and submittals),
  - D. The signed Bid Summary Sheet, and
  - E. All correspondence between the parties regarding this IFB.
- H. **Contractor** – means the successful Bidder receiving a contract as a result of this solicitation.
- I. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- J. **Defect** – The word ‘defect’ as used in the Contract Documents shall mean any portion of the Work which does not comply with the intent and requirements of the Contract Documents. Any Work required by the Contract Documents which either is missing or incomplete shall constitute a defect. The term ‘defect’ shall be used synonymously with ‘non-conforming work’ or ‘non-conformance’.
- K. **Drawings** - the term ‘Drawings’ refers to drawings, profiles, cross sections, elevations, details, and other working drawings and supplemental drawings, or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

- L. Manufacturer/Supplier or Manufacturer** – The entity which manufactures, fabricates or produces material or equipment to such an extent that it has control of and is responsible for the quality and performance of the item
- M. Notice** – The term “Notice” or the requirement to notify means a written communication delivered in person, by facsimile, or by certified or registered mail to the individual or firm, or to an officer of the Contractor for whom it is intended.
- N. Owner** – The Upper Occoquan Service Authority.
- O. Project** – The term “Project” means the same as the phrase “the Work.”
  
- P. Project Manager** – means the UOSA employee assigned to this project for purposes of oversight of the project. The Project Manager is responsible for all aspects of the contract (excluding contract modifications) after contract award, including but not limited to approving design changes, and authorizing payment for completed work, etc.
- Q. Responsive Bidder** – A bidder who has submitted a bid which conforms, in all material respects, to the bidding documents.
- R. Responsible Bidder** – A bidder who has the capacity, in all respects, to perform fully the Contract requirements, the moral and business integrity, and reliability which will assure good faith performance.
- S. Specifications** – The term “Specifications” refers to the written technical description of materials, equipment, construction systems, standards, and workmanship to be applied to the Work and certain administrative details applicable thereto.
- T. UOSA** – means The Upper Occoquan Service Authority. The terms Owner and UOSA have the same meaning.
- U. Work** – The word “Work” shall include all material, labor equipment and tools, appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and any such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated or as required by industry practice, custom or usage to complete the project as proposed by the Bidder and accepted by UOSA.

**END SECTION 1**

SECTION 2

2 Specifications

2.1 Description and Summary Requirements

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. **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 IFB seeks bids to handle all material except class-A pellets. UOSA offers no guaranty with respect to the amount or production rate of Class-B material and Waste that will be handled under this solicitation. The contractor, therefore, must be prepared to adapt to widely varying production and may be required to haul large amounts one week and little or none the next.

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-B biosolids have historically been of high quality with respect to metal and Coliform counts.

**Table 2.1** Representative analysis of UOSA Class-B biosolid cake

UOSA CLASS-B			
Parameter		2017 Avg	A/EQ Limit
As	(mg/Kg)	28.4	41
Cd	(mg/Kg)	<2.0	39
Cu	(mg/Kg)	277	1500
Hg	(mg/Kg)	<4.0	17
Mo	(mg/Kg)	<5.0	75
Ni	(mg/Kg)	12	42
Pb	(mg/Kg)	<5.0	300
Se	(mg/Kg)	<5.0	100
Zn	(mg/Kg)	294	2800
Solids	(%)	31.8	
Al	(mg/Kg)	7330	
Ca	(mg/Kg)	184000	
Cr	(mg/Kg)	14.9	
Fe	(mg/Kg)	8720	
K	(mg/Kg)	1670	
Mg	(mg/Kg)	3650	
Mn	(mg/Kg)	119	
Na	(mg/Kg)	374	
TKN	(mg/Kg)	33600	
Phosphorus	(mg/Kg)	14400	
Sulfur	(mg/Kg)	7150	
CCE	%	44.5	
Organiz N	(mg/Kg)	29800	
NH3-N	(mg/Kg)	3800	
NO3-N+NO2-N	(mg/Kg)	39.9	

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 Sole Contractor

The successful Bidder will be the sole Contractor for lime-stabilized Class-B materials hauling and disposal for the duration of the contract, except that UOSA may procure emergency services as needed. Waste materials may be handled under this contract or under a separate general waste hauling contract at UOSA's option.

## 2.3 Classifications of Biosolids

- a. Class-B Biosolids: The Contractor shall land-apply class-B biosolids. Bidders must include in their proposal a complete Operations Plan for Land Application (primary method of disposal). The plan must identify (by acres per county) available locations for land application and backup plans in the event land application sites are unusable.
  - i) Land application shall be the primary method of disposal and to the extent possible and reasonable shall be used exclusively.

- ii) The Contractor shall apply and/or incorporate the biosolids in accordance with all applicable regulations (Federal, State, local). All biosolids must be properly handled and/or incorporated under the Contractor's direction or control.
  - iii) Application rates shall be consistent with agronomic requirements for the application location (i.e., Contractor is prohibited from excessive land application as a method of disposing of biosolids.).
  - iv) Land application is prohibited in the Occoquan watershed.
  - v) 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. Waste: The contractor shall identify landfill sites where waste will be delivered and backup plans for periods when landfills are unable to accept waste. If the contractor is unable to deliver Waste to the planned landfill because of weather conditions or landfill quotas, the contractor shall deliver to a backup site or temporary storage site at no extra charge to UOSA.
- c. Failure to comply with the agreed-upon plans shall be grounds for a declaration of Default. If such a declaration is made, UOSA shall have the right to submit claims against the Performance Bond to cure the identified problem.

## 2.4 Regulatory Responsibilities

The following apply to standard class-B lime stabilized sludge. UOSA may meet Class-B requirements using other EPA approved methods.

### 1. Pathogen reduction:

As per 40 CFR Part 503.32(b)(3), sewage sludge is treated by an approved Process to Significantly Reduce Pathogens (PSRP) (Appendix B, "Lime Stabilization"). Sufficient lime is added to the sewage sludge to raise the pH of the sewage sludge to 12 after two hours of contact. UOSA measures and documents these values using field measurement procedures.

### 2. Vector attraction reduction:

As per 40 CFR Part 503.33(b)(6), the pH of sewage sludge shall be raised to 12 or higher by alkali addition and shall remain at 12 or higher for two hours and then at 11.5 or higher for an additional 22 hours. UOSA may also, under some circumstances, elect to meet vector reduction requirements using digestion (volatile solids reduction) instead. UOSA measures and documents these values using field measurement procedures and laboratory data.

### 3. Metals:

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).

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. The monitoring frequency may be less if the production falls below 1500 metric tons per year.

Once per two months, or less depending on production rates (Jan-Mar-May-July-Sep-Nov), the contractor will send to UOSA a sampling kit and arrange for analysis of the following parameters. This cost is 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 shall receive a laboratory report promptly upon analysis of each sample.

- Analysis for As, Cd, Cu, Pb, Hg, Mo, Ni, Se, Zn.
- Analysis for Calcium Carbonate Equivalent

- Analysis for nutrients (N-P-K)
- Analysis for any other parameters necessary for land application.

Analysis frequency shall be coordinated with the UOSA Project Manager based on production rates.

#### 4. TCLP

UOSA will arrange for and bear the cost of an annual EPA TCLP analysis to be performed on waste materials, as is normally required by sanitary landfills to accept Waste material.

### 2.5 **Equipment**

The Contractor will provide a set of biosolids trailers. These trailers will be licensed and maintained by the Contractor. Trailers must be compatible with existing UOSA Ottawa yard trucks. These trailers will be provided to UOSA in exchange for a monthly fee and shall be considered exclusively assigned for UOSA use. UOSA may change the quantity of trailers so assigned twice per calendar year, as needed to balance operational flexibility and costs, or as mutually agreed to by both parties.

The trailers shall be in good working condition and shall be watertight. UOSA reserves the right to reject any equipment that it deems unsafe, in poor condition or is otherwise unacceptable for this requirement. Truck bay dimensions are 9'-0" width x 10'-10" height. The load out chute is approximately 20' long; trailers must exceed this length to receive organic cake dropped from above. Contractor is responsible for inspecting the site and ensuring the suitability and dimensions of any proposed trailers. UOSA reserves the right to reject any equipment that it deems unsafe, in poor condition or otherwise considers unacceptable or incompatible.

Excessive time to charge the air-brake system and leakage of hydraulic fluid are two examples of reasons why a trailer may be declared unfit and out of service. Any defect which affects safety, would be a regulatory violation, or otherwise affects UOSA's ability to effectively use the trailer is also cause for taking a trailer out of service. UOSA will owe no monthly fee for trailers that are out of service more than 10 cumulative days in a calendar month. Persistent failure to provide the agreed-upon number of working trailers shall be grounds for declaration of default.

Contractor is responsible for all preventive maintenance to its equipment. Preventive maintenance will be performed in a manner so as not to cause disruption to the contract, or to UOSA. Preventative maintenance may be performed at UOSA; however no UOSA tools, supplies or employees will be used. The Contractor will be responsible for keeping a clean work area at all times. The Contractor will not use UOSA dumpsters, equipment, or facilities without first receiving permission from the UOSA Project Manager.

### 2.6 **Operation Procedures**

The coupled tractor-trailer is weighed ("tared") on arrival on the UOSA site. UOSA staff shall connect the trailers to UOSA yard trucks and transport to the solids facilities. To minimize the potential for material to adhere to trailer surfaces, clean trailers are lined with up to two bales of hay at UOSA's expense; dirty trailers receive one bale. Lime solids are loaded into the trailers. The loaded trailers are weighed and parked for pickup.

Procedures for scheduling pickups are established by mutual agreement. The contractor must be capable of and agree to haul on a daily basis as many loads as the number of trailers as are provided. While UOSA has a lime-solids storage pad that may be used for temporary overflow storage, it is UOSA's goal to minimize the use of this pad.

The contractor shall periodically clean trailers that develop excessive buildup. Unless buildup is shown to be caused by a specific UOSA operation mistake or inaction, such cleaning shall be at contractor expense.

## **2.7 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 to add 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 this requirement. 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.

## **2.8 National Biosolids Partnership**

UOSA commits to continually improve all aspects of its biosolids management program and to periodically evaluate the need to diversify end uses. The Environmental Management System (EMS) provides a standardized and comprehensive framework to develop, implement, evaluate and, where necessary, adjust existing management practices.

To help maintain EMS compliance, the Contractor shall conform to the following guidelines:

- a. Outline the management of biosolids activities to control potential environmental impacts.
- b. Define individuals/workgroups roles and responsibilities to insure the success of both the biosolids management program and the EMS.
- c. Outline monitoring and measurement procedures to assure performance within UOSA critical control points.

Upon request, contractor shall supply such information and data as is needed for UOSA to verify compliance with National Biosolids Partnership requirements. Contractor shall submit to and participate in NBP audits.

The contractor shall maintain a public outreach program operating, in part, on behalf of UOSA. Specifically, contractor shall hold public meetings and perform other activities as necessary to allow public comment and participation in land application programs. Such events shall be reported to UOSA on request in accordance with NBP requirements.

## **2.9 Acceptance, Invoicing, and Payment**

Biosolids services are paid on an as-weighed basis using the scale at the UOSA facility. Since tractor weight may differ from the tared tractor-trailer to the loaded tractor-trailer, estimated correction values are used as mutually agreed. In the event of scale failure, agreed upon average weights are used.

UOSA shall issue payments for completed work upon acceptance by the UOSA Project Manager.

Any deficiencies identified shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to acceptance and payment for the work. All payments are subject to accurate and properly completed invoices approved and signed by the UOSA Project Manager. All invoices must be submitted on company letterhead to UOSA's Accounts Payable Department. The invoice must identify the item(s) or service(s) for which payment is being requested along with the associated purchase order number that was issued for the item or service.

## 2.10 Equipment and Property Damage

UOSA will pay invoices for repairs if specific damage was caused by UOSA; however, repairs required by normal wear and tear shall be paid by contractor. Upon timely submission of a claim by either the Contractor to UOSA or, UOSA to the Contractor, and when accompanied with sufficient proof, the party deemed responsible for causing damage to the other party's equipment shall reimburse the other party for the direct cost to repair any damage caused directly or indirectly by the other party's employees. Claims must be submitted within 10 calendar days of discovery of damage.

## 2.11 Required Reports

Land Application/Disposal: Contractor shall submit 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.

## 2.12 Liquidated Damages

It is understood and agreed by the Bidder **that time is of the essence** in the performance of this contract. *Liquidated Damages may occur if the Contractor fails to initiate services when and as agreed to, fails to provide timely service, subsequently fails to deliver contract services, or otherwise perform as required including but not limited to the following situations:*

1. Declaring the Contractor in default and obtaining the contracted services from alternate sources,
2. Delay to UOSA operations,
3. Truck or trailer rental,
4. Property damage,
5. Work stoppage due to a safety violation,
6. Contracting with substitute haulers,
7. Soil remediation,
8. Relocation of stored biosolids,
9. Payment of fees, penalties, etc.,
10. Costs associated with temporary stockpiling and subsequent loading of trailers if such stockpiling is necessitated by failure of the Contractor to comply with terms of contract, and
11. Administrative overhead (direct and indirect)

To the extent that UOSA suffers damages the Contractor shall pay to UOSA not as a penalty, but as compensation for damages, an amount equal to the cost to UOSA to cure the damage(s) it has incurred. In the event that the damages cannot be calculated, damages will be deemed to be equal to the cost to store, haul, land apply, landfill or otherwise dispose of the biosolids for the period in

question, plus an additional 5 percent of that cost, to cover miscellaneous administrative overhead. The method of payment shall be by direct payment, as a credit against outstanding invoices, as a claim against the Performance Bond, or as otherwise deemed acceptable to UOSA. UOSA has the sole right and authority to determine the method of reimbursement.

If delayed by any act, negligence, or default on the part of UOSA, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), and upon receipt of a written request and justification for any extension from the Contractor, the Purchasing Agent or his designee, may extend the time for performance of the contract.

## 2.13 Other General Requirements

### A. License Requirements:

The Contractor will obtain and hold any and all licenses, permits, generator fees, etc., as required by any applicable law (state, local and federal) associated with storage, transportation, land application, and/or other disposal/use of the biosolids described herein.

**Any licenses, permits, fees, etc. not specifically addressed in this solicitation are the Contractor's responsibility.**

### B. Service Requirements – General:

Include with your offer the names and telephone numbers of the Project Manager, and day-to-day business point of contact(s) for vehicle dispatch and operational communication. The point of contact(s) must be reachable via telephone 24 hours per day. Provide a telephone number, e-mail address and fax number in your offer.

### C. UOSA will pay VDEQ biosolids land application fees as provided for in state regulations.

Contractor shall pass-through these fees and invoice UOSA accordingly. No additional overhead charges or markup will be allowed.

## 2.14 Bid Summary Sheet

All bid prices shall be submitted on the attached Bid Summary Sheet, Attachment B. By submitting a bid in response to this solicitation, the bidder agrees to be bound by the terms, conditions and specifications contained herein along with any addenda to this solicitation. Failure to use the attached Bid Pricing Schedule will be at the Bidder's risk and peril. If in the opinion of the Purchasing representative responsible for this procurement the bidder failed to provide all necessary information either on the attached form or some other form, the bid shall be declared to be non-responsive. Quantities shown on the Bid Summary Sheet are estimates based on historical data. UOSA will be responsible for only the quantity verified by UOSA's scale and hauled by the Contractor.

## 2.15 Field Supervisor

The Contractor shall provide, on-site, a fully qualified project supervisor to, monitor the operation and advise the UOSA Project Manager of any problems when and as encountered.

The Contractor shall have a fully qualified competent Field Supervisor, satisfactory to UOSA, on the job at all times during the progress of the Work. The Field Supervisor shall monitor the operation and advise the UOSA Project Manager of any problems when and as encountered and shall be responsible for all means, techniques, sequences and procedures for coordinating all portions of the Work under contract except where otherwise specified in the Contract documents, and for all safety and worker health programs and practices. The Contractor shall give the UOSA Project Manager the name or names of the person(s) assigned as supervision of this project including the phones number(s) where this person can be reached during working hours. The Contractor shall notify the Project Manager, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

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.

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.

The Field Supervisor shall represent the Contractor, and all instructions given to the Field Supervisor by the UOSA Project Manager shall be binding.

## **2.16 Use of Subcontractors**

The contractor must provide a listing of all subcontractors to the UOSA Project Manager prior to start of any work. UOSA reserves the right to approve or reject all subcontractors prior to the beginning of any Work.

Any Sub-contractors to be used to perform any Work must be approved in writing and in advance by UOSA.

## **2.17 Post Award Organizational Meeting**

After a contract has been awarded, the UOSA Project Manager will arrange a meeting with the Contractor's staff who will be assigned to manage this project. During the meeting, the Project Manager will review all pertinent aspects of the project, address any additional details, and review the procedures for startup, work, staging area, parking, plant access, etc.

## **2.18 Submittal Requirements**

Bidders shall provide five (5) copies of their Bid Submission. One Submittal shall be designated as the 'Original'. The following information shall be included with the bid submittal:

1. *Transmittal Letter signed by a company representative authorized to bind the company to the Bid being submitted for consideration,*
2. **Company History:** The Bidder will briefly describe its company history, sales history, and history of performing work as described herein.
3. Last two year's Audited Financial Statements.
4. **Written Narrative:** Each Bidder must provide a written narrative that discusses the Bidder's experience in providing the services described in this solicitation. Include any special qualifications, experience, awards, etc.
5. **Subcontractors:** Identify proposed subcontractors and their qualifications and experience.
6. Bidder shall provide a detailed document describing the proposed operational plan, including land application sites, backup facilities, and storage capabilities.
7. **Outline contribution towards UOSA's NBP program.** Include a description of public outreach activities and commitments. See Section 2.8.
8. **Confirmation of Compliance with the Specification(s):** The Bidder shall describe how the bid submission meets UOSA's Specification. If any portion of the specification cannot be met, the Bidder must identify the discrepancy in detail and describe an alternative solution.
9. **References:** Include as an attachment to your Bid Submittal a minimum of three references. References must be from clients for whom you have provided services of the same approximate size and level of complexity as required in this IFB within the last three years. UOSA reserves the right to require additional references from the Bidder, or otherwise contact additional references which are known to UOSA but may not have been provided by the Bidder.

## **2.19 Bid Prices Submitted**

Bidders shall submit a completed Bid Summary Sheet, Attachment B, with their Bid Submittal. For purposes of Cost evaluations, UOSA will consider the total cost to haul biosolids under this contract.

1. Cost per trailer per month (6 trailers assumed for cost calculation, actual number TBD).
2. Cost per wet ton of class-B biosolids hauled.
3. Cost per wet ton of Waste hauled to landfill.

Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.

## **2.20 Annual Increases for Labor, Materials and Maintenance**

- A. After the first year (and any year thereafter), contract prices may not be increased by more than the Cost of Living as indicated in the Consumer Price Index – Urban (i.e., “CPI-U”) for the calendar month ending two months before the expiration month of the then current contract year.
- B. Increases based upon factors other than the CPI (e.g., Force Majeur, 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.

## **2.21 Rider Clause**

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

## **2.22 Transport and Liability**

Except as otherwise defined by state or federal regulations, biosolids ownership and responsibility passes to contractor when the contractor’s biosolids hauler connects tractor to trailer. UOSA shall have no liability for incidents or accidents that occur when product or equipment is under the control of Contractor’s representatives. This includes, but is not limited to, events arising from improperly loaded trailers or malfunctioning or broken equipment. It is the contractor’s responsibility to verify that trailer weights are correct and decline to haul overloaded trailers.

**END SECTION 2**

# STANDARD TERMS AND CONDITIONS

## [Non-Construction]

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

### ARTICLE I

#### DEFINITIONS

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

- 1.0 Acceptance:** UOSA's acceptance of any Phase or of the Project as a whole from the Contractor upon confirmation from the Contract Manager and the Contractor that the Phase or the Project as a whole is totally complete in accordance with the Contract requirements and that all defects have been eliminated. Final Acceptance is UOSA's written determination that the Work (excluding Warranties) is complete. Final Acceptance is confirmed by the making of Final Payment of the Contract Price for the affected Phase or for the Project as a whole including any Change Orders or other modification thereto. Contractor is responsible for all Work until Final Acceptance.
- 1.1 Bidder:** The individual or business entity who or which submits a Bid or a Proposal to the RFP or IFB. Interchangeable with "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. Interchangeable with "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**

- 2.0 Arrears:** 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.
- 2.1 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.)
- 2.2 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.

- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.

**2.13 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.

**2.14 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.

**2.15 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.

**2.16 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 2<sup>nd</sup> 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.

**2.17 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

**3.0 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.

**3.1 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.

**3.2 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.

**3.3 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.

**3.4 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.

**3.5 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.

**3.6 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.

**3.7 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	\$1,000,000
(Other than Products-Completed Operations)	
Products-Completed Operations Aggregate Limit	\$ 500,000
Personal & Advertising Injury Limit	\$ 500,000
Each Occurrence Limit	\$ 500,000
- D. **Business Automobile Liability Insurance:** This insurance shall apply to any auto, including all owned, hired and non-owned vehicles, covering Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident.
- E. **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.

**3.8 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.

**3.9 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.

**3.10 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.

**3.11 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.

**3.12 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.

**3.13 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

**3.14 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.

**3.15 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.

**3.16 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

**4.0 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.

- 4.1 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.

**4.2 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 with the competitive marketplace. Failure to arrive at acceptable contract pricing may result in cancellation and rebid the contract.

**4.3 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.

- 4.4 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

- 5.0 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.
- 5.1 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.
- 5.2 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.
- 5.3 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/Officer.
- 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 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 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 out-of-state location. Bidder shall include with this proposal documentation from their legal counsel which accurately and completely states why the Bidder 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:** \_\_\_\_\_

**This form must be included with your submission.**

**End of Attachment A**



**ATTACHMENT B: BID SUBMISSION FORM**

**Bidder must provide the following information:**

Company Name:	Virginia State Contractor's License (if applicable):
Address:	Signature:  Signed: _____ Date: _____
Telephone:	Printed: _____
Fax:	Title: _____
E-mail:	Bidders Federal ID Number

**Submission Checklist:**

**Note:** Your bid submission must include all of the following documents

UOSA Solicitation Disclosure Form		References	
Attachment A		Product Documentation	
Attachment B		Signed Addenda (if issued)	
Attachment D			

**This form must be included with your submission.**

**End of Attachment B**

**ATTACHMENT C: SAMPLE 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 to the Contractor the Contract Price of:

\$ \_\_\_\_\_

(in words)

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: [      ]

Witness the following signatures and seals:

<b>Upper Occoquan Service Authority</b>	<b>Contractor:</b> _____
<b>By:</b> _____	<b>By:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

REFERENCES

BIDDER'S NAME: \_\_\_\_\_

Provide three (3) references for similar work completed within the last five (5) years.

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
INSTALL DATE: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
INSTALL DATE: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INSTALL DATE: \_\_\_\_\_

**BID SUMMARY SHEET**

**BID EVALUATION AND BASIS OF CONTRACT AWARD:** UOSA will award a contract to the best qualified contractor providing the ‘Best Value’ for the Services described in this IFB. Bidders must meet all requirements of this IFB. The prices bid below will account for 60% of the Best Value Criteria as shown in Section 1.5.

Prices bid shall include the all costs for the services as specified in this solicitation - labor, equipment, materials, travel, delivery, etc. must be included. Charges not included in the price bid will not be considered. **Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.**

Item	Description	Price/WT	*Number of WTs/Month (est.)	Total Monthly Cost
1.	<u>Cost per wet ton (WT)</u> for waste taken to landfill, including tipping fee	\$	65	\$
	<b>Description</b>	<b>Price per Trailer</b>	<b>Number of Trailers/Month</b>	<b>Total Monthly Cost</b>
2.	<u>Monthly cost per trailer</u> assigned to the Contract as specified in this IFB- Section 2.19	\$	2	\$
	<b>Description</b>	<b>Price/WT</b>	<b>**Number of WTs(est)</b>	<b>Total Cost</b>
3.	<u>Cost per wet ton (WT)</u> for Class-B Biosolids removal	\$	5**	\$
4.	Total Monthly Cost (1+2+3)			\$

\*Wet Ton quantities shown are estimates based on historical data.

\*\*Due to change in processes UOSA anticipates that this hauling may occur once a year due to testing with a limited amount of quantity

5. In the space below, please indicate the manufacturer/model of the Trailer(s) to be provided.

6. Provide cost of \$250,000 Performance Bond \$ \_\_\_\_\_

7. Please provide any prompt payment discount offered, i.e. 2% 10, Net 30.

Payment Terms are \_\_\_\_\_ %, \_\_\_\_\_, Net \_\_\_\_\_ Days

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_



# Upper Occoquan Service Authority

*Leader in Water Reclamation and Reuse*

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

May 23, 2018

**TO ALL IFB RECIPIENTS:**

For UOSA IFB 18-14, Class B Biosolids Hauling and Disposal

**SUBJECT: Addendum #1**

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

is not extended;

is extended

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

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

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

**DESCRIPTION OF ADDENDUM:**

1. Section 1.7, Performance Bond. In paragraphs 1 and 2, change delete \$250,000 and insert \$50,000.
2. Section 2.4, Paragraph 3, Metals.: The second paragraph should be deleted in its entirety and replaced with the following: "The required monitoring frequency is once per 60 days (once per year) as per 40 CFR 503.16 and an estimated production of between 1,500 and 15,000 dry metric tons per year. The monitoring frequency may be less if the production falls below the 1500 metric tons per year."
3. Section 2.19, Item 1: Delete "6 trailers" and replace with "2 trailers" to match the bid sheet.
4. Bid Summary Sheet: Delete in its entirety and replace with the attached Bid Summary Sheet (this updates the Bond pricing reference in paragraph 1 of this Addendum).

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

**ISSUED BY:**

Upper Occoquan Service Authority

Kristen Hyton, Purchasing Mgr

5/23/2018

Date

**ACKNOWLEDGED BY:**

\_\_\_\_\_  
Company/Offeror Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

**BID SUMMARY SHEET**

**BID EVALUATION AND BASIS OF CONTRACT AWARD:** UOSA will award a contract to the best qualified contractor providing the 'Best Value' for the Services described in this IFB. Bidders must meet all requirements of this IFB. The prices bid below will account for 60% of the Best Value Criteria as shown in Section 1.5.

Prices bid shall include the all costs for the services as specified in this solicitation - labor, equipment, materials, travel, delivery, etc. must be included. Charges not included in the price bid will not be considered. **Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.**

Item	Description	Price/WT	*Number of WTs/Month (est.)	Total Monthly Cost
1.	<u>Cost per wet ton (WT)</u> for waste taken to landfill, including tipping fee	\$	65	\$
	Description	Price per Trailer	Number of Trailers/Month	Total Monthly Cost
2.	<u>Monthly cost per trailer</u> assigned to the Contract as specified in this IFB- Section 2.19	\$	2	\$
	Description	Price/WT	**Number of WTs(est)	Total Cost
3.	<u>Cost per wet ton (WT)</u> for Class-B Biosolids removal	\$	5**	\$
4.	Total Monthly Cost (1+2+3)			\$

\*Wet Ton quantities shown are estimates based on historical data.

\*\*Due to change in processes UOSA anticipates that this hauling may occur once a year due to testing with a limited amount of quantity

5. In the space below, please indicate the manufacturer/model of the Trailer(s) to be provided.

6. Provide cost of \$50,000 Performance Bond \$ \_\_\_\_\_

7. Please provide any prompt payment discount offered, i.e. 2% 10, Net 30.

Payment Terms are \_\_\_\_\_%, \_\_\_\_\_, Net \_\_\_\_\_ Days

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ E-mail: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_