



**MORIN BUILDING  
8570 EXECUTIVE PARK AVENUE  
FAIRFAX, VIRGINIA 22031**

## **INVITATION FOR BIDS**

**Number:** 19-48

**Requirement:** Removal of Residuals at the Corbalis Water Treatment Plant

**Date Issued:** Friday, April 19, 2019

**Deadline for Questions:** 2:00 p.m., Thursday, May 2, 2019

**Bid Due Date:** Prior to 2:00 p.m., Wednesday, May 15, 2019

**IFB Delivery Location and  
Place of Bid Opening:** Procurement Department  
Fairfax Water  
8570 Executive Park Avenue  
Fairfax, Virginia 22031

**Procurement Contact:** Donald R. Legg, CPPO

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**SECTION I**

**1. INTRODUCTION AND OBJECTIVE**

**1.1 Introduction**

The Fairfax County Water Authority, doing business as Fairfax Water (FW) was created under the Virginia Water and Waste Authorities Act pursuant to resolutions adopted by Fairfax County on September 26, 1957. Fairfax Water is managed by a ten member Board of Directors appointed for three-year terms by the Fairfax County Board of Supervisors.

**1.2 Objective**

The objective of this Invitation for Bids (IFB) is to establish a 12-month contract with the option of four 12-month renewals with a contractor qualified to perform the work including, but not limited to the following: management and disposal services to load, transport and land apply dewatered residuals from Fairfax Water's Corbalis Water Treatment Plant located at 1295 Fred Morin Rd, Herndon, VA 20170.

**2. BACKGROUND**

Fairfax Water's Corbalis Water Treatment Plant in Herndon, VA utilizes two 3.0 meter belt filter presses to dewater residuals from the drinking water treatment process. Raw river water is treated with a coagulant and settled in large sedimentation basins. The solids that settle to the bottom of the basins are pumped to the belt presses for dewatering.

**3. DEFINITIONS**

- A. **Award** – means the decision by FW to execute a contract after all necessary approvals have been obtained.
- B. **Bid** – means the response by a Bidder to an Invitation for Bids issued by a procurement agency to obtain goods or services.
- C. **Bidder** – means any person submitting a response to an IFB.
- D. **Contract** – means the formal agreement as a result of this solicitation.
- E. **Contract Completion** – means the point in time when FW 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.
- F. **Contractor** – means the successful Bidder receiving a contract as a result of this solicitation.
- G. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- H. **FW** – means Fairfax Water. The terms Owner and FW have the same meaning.
- I. **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.
- J. **Owner** – Fairfax County Water Authority.
- K. **Project** – The term "Project" means the same as the phrase "the Work."
- L. **Project Manager** – means FW 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

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modifications) after contract award, including but not limited to approving design changes, and authorizing payment for completed work.

- M. **Specifications** – The term “Specifications” describes the physical or functional characteristics or the nature of a good, service or construction item required. It may include a description of any requirement for inspecting, testing, or preparing a good, services or construction item for delivery.
- N. **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 FW.

## 4. SPECIFICATIONS/SCOPE OF WORK

### 4.1 Scope of Work

- A. The residuals management and disposal program will be required to accommodate dewatered residuals with various quantities and combinations of silt, alum, polyaluminum chloride, polymer, powdered activated carbon (PAC) and potassium permanganate. Dewatered residuals at the Corbalis Water Treatment Plant (Plant) are mainly river silt with alum or polyaluminum chloride added as a coagulant. The settled residuals are dewatered using polymer as a conditioner. De-watered residuals shall be disposed of by land application or other approved method in accordance with all local, state and federal regulations. Land application disposal site(s) and all necessary permits and approvals relating to land application on those sites shall be obtained by the contractor in accordance with all local, state and federal regulations.

- 1. The estimated characteristics of the dewatered residuals are summarized here:

- i. Polymer Conditioned Residuals

Total residuals content by weight	15 – 40%
Calcium carbonate equivalency	0 – 1%
Aluminum	3.0 – 9.0%
pH	7.0 – 8.0

- 2. Dewatered residuals which contain Powdered Activated Carbon (PAC) can be expected to be black in color but will have the same general characteristics as the polymer conditioned residuals listed above.
- 3. The characteristics referenced above are expected to be typical of the residuals to be disposed of by land application. However, Fairfax Water does not guarantee that all residuals will meet all of the quantities or characteristics listed herein. The contractor shall be responsible for determining the actual content and characteristics of the residuals.

- 4. Residuals Quantities:

- i. It is estimated that the average residuals quantity produced by the Plant will range from 0 to 150 wet tons per day (2,000 lbs/ton) during the Contract period. The maximum annual quantity is estimated to be 20,000 wet tons.

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ii. Average cake solids content for final blended residuals is approximately 25%.

B. Project Scope: The Contractor shall provide management and disposal services to load, transport and land apply solids from Fairfax Water's Corbalis Water Treatment Plant. This Contract may also include the transport and disposal of liquid residuals to Fairfax Water's quarry located at 9600 Ox Road, Lorton, VA 22079.

1. The contractor selected for the services shall be required to provide the services generally in accordance with the following:

- i. Remove dewatered residuals from the existing outdoor concrete storage pad or any other method approved in advance by FW. Outdoor concrete storage pad dimensions are approximately 180' wide x 180' deep x 12' High. For aerial view of outdoor concrete storage pad refer to Google Earth for plant solids storage pad.
- ii. Blend dewatered residuals which contain PAC with other dewatered residuals as required for disposal.
- iii. Obtain and pay for all required land application, disposal or other permits or authorizations required from local, State and Federal regulatory agencies; maintain all permits or authorizations by renewal as required; pay all associated fees, and; keep all related agreements and other paperwork up to date. Provide copies of all permits, authorizations, agreements, invoices, and all other documentation and correspondence related to land application or disposal of the residuals to Fairfax Water.
- iv. Land apply or dispose of by other approved method all dewatered residuals removed from the site in accordance with all applicable federal, state and local regulatory requirements, including development of nutrient management plans or other documentation required by regulation or through Virginia's implementation of the Chesapeake Bay Total Maximum Daily Load ("TMDL") for nutrients and sediment.
- v. When emergency or unforeseen conditions with the residuals handling system at the Corbalis Treatment Plant occur, the contractor may be required to remove liquid residuals (3 to 4 percent residuals concentration) from the thickener tanks and transport to the FAIRFAX WATER quarry at Lorton for disposal. Contractor will be paid unit price per Supplemental Optional Bid Item for Emergency Work.

2. The contractor selected for the services shall be required to submit to Fairfax Water, **with their bid**, a disposal plan that includes:

- i. Contractor shall submit identification of disposal sites and authorizations, agreements and permits for use, demonstrating that the contractor is able to implement the program within 10 days from Notice of Award.
- ii. A loading, transport and disposal plan including storage provisions conforming to any applicable federal, state and local regulatory requirements.

C. Work Included: Contractor shall be responsible for all loading and unloading of his vehicles.

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Contractor shall furnish all labor, supervision, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the Work. Contractor shall obtain and pay for all required permits, authorizations, agreements or other approvals. Contractor shall perform and complete the Work consistent with safety of life and property and in strict accordance with the Contract Documents. Contractor shall repair, restore and clean structures and property that may be damaged or disturbed during the performance of the Work.

- D. Contractor's Plant and Equipment: The Contractor shall be solely responsible for the adequacy of his plant and equipment.
- E. Fairfax Water will provide fuel for the Contractor supplied loader.

### **4.2 Contractor's Use of Site and Premises**

- A. The Contractor shall furnish all equipment and personnel required to load dewatered solids from the concrete storage pad located at the plant site into appropriate vehicles for transportation off the plant site. The Contractor shall supply and leave at the plant site a rubber tired loader with a minimum 4 yard bucket. Note: Please see note in paragraph B.1.a above.
- B. The Contractor's use of the plant site shall be restricted to the concrete storage pad and the access road to the concrete storage pad. The Contractor's operations shall be limited to the hours of 7:00 a.m. until 9:00 p.m., Monday thru Friday. No operations to be conducted on Holidays or weekends without written approval from Fairfax Water. The Contractor shall "push up" or stack residuals deposited at the pad so pile remains approximately 12 feet in height to utilize the full capacity of the pad and maintain a neat and orderly appearance at all times.
- C. This Contract may include the hauling of liquid residuals (3 – 4% solids concentration) from the Corbalis Water Treatment Plant to an Authority-owned quarry in Lorton, Virginia. It may be necessary to transport liquid residuals, via tanker trucks, from thickener tanks to the quarry for disposal if solids dewatering equipment were to fail. The estimated quantity to be hauled for a maximum event is 75,000 gallons per day. A trucking operation may be confined to a 12-hour day as dictated by county code. This work is dependent on emergency conditions at the plant due to inability to operate belt filter presses and all site storage for liquid residuals are full.
- D. Removal of dewatered residuals must occur within 14 days after production. Under no circumstance shall residuals remain at the disposal pad longer than 30 days. If residuals remain at the disposal pad longer than 30 days, Fairfax Water may levy liquidated damages as described in paragraph 4.9, page 27 and paragraph "E" (below) of this Contract Document. Contractor shall be considered in default if disposal pad reaches 75% of its capacity.
- E. Fairfax Water shall have the option to remove residuals which have been stored at the site more than 30 days due to contractor's failure to perform. Fairfax Water's cost for loading, transportation and disposal of residuals removed from the plant site because of the contractor's failure to perform will be deducted from monies due to the contractor or his surety shall be liable therefore. In addition, Fairfax Water may begin levying liquidated damages referred to in paragraph "D" (above).
- F. Site Administration: The Contractor shall be responsible for all areas of the Site used by him and all subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons in the use and preservation of property

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and existing facilities except such controls as may be specifically reserved to the Owner or others. The Contractor may require all persons on the Site to observe the same regulations as he requires of his employees and representatives. Fairfax Water's employees, Authorized Representatives, Consultants, the Engineer and the Engineer's employees will not be subject to the provisions of this paragraph.

- G. Fairfax Water will provide snow and ice removal on the site and access road to the pad.
- H. Contractor may park tanker or trailers for short term or overnight upon approval of the Fairfax Water Representative.

### **4.3 Intent of Contract Documents**

Omission or Silence of Contract Documents: The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be performed or materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only materials and Workmanship of the best quality are to be used and interpretation of these Specifications shall be made upon that basis.

### **4.4 Land Requirements and Disposal Methods**

- A. The contractor shall secure land sites for storage and disposal which have a total effective area in excess of the area required for the maximum annual residuals quantity. Throughout the entire contract period, the contractor shall maintain the required land site so that the disposal of solids is not interrupted. The list of land sites shall be submitted to Fairfax Water (as per Attachment 7) along with the bid and is to be updated quarterly.
- B. The contractor shall secure all necessary permits for the transportation, storage and land application of dewatered residuals as required by any local, State and Federal regulatory agencies, including development of nutrient management plans or any other plans required as a result of Virginia's implementation of the Chesapeake Bay TMDL for nutrients and sediment. Sufficient permits shall be maintained in hand at all times for 12 months of continuous operation and during entire contract period.
- C. The contractor shall secure all required temporary residuals storage sites located off the plant site and all permits required to store residuals during periods when soil application cannot occur.
- D. The contractor shall dispose of the dewatered residuals by land application or other approved method for farming and agricultural purposes as approved by local, State and Federal Agencies. Disposal methods shall comply with all environmental protection laws, ordinances, rules and regulations.
- E. The contractor may propose, as alternatives, any approved method of disposal or beneficial reuse, i.e. land filling, soil blending, incineration or other methods to inform Fairfax Water of all management options available.
- F. The contractor shall obtain all agreements with landowners, provide all equipment, materials, labor and services necessary to dispose of all dewatered residuals.



#### 4.5 Satisfactory Completion of Work

All Work, whether it be within a highway right-of-way, neighboring jurisdictions, or private easements, shall be completed to the satisfaction of Fairfax Water. It is hereby understood that Fairfax Water shall be the final approving body as to the acceptability of the Work, regardless of prior approval from other jurisdictions.

#### 4.6 For Information Purposes:

- Wet tons managed for previous 3-years are as follows:  
  
2016 – 11,586 wet tons  
2017 – 10,730 wet tons  
2018 – 20,018 wet tons
- Residuals managed in 2018 were 100% land applied. Fairfax Water has not utilized the liquid form method of disposal in over ten years..
- Fairfax Water will be responsible for transferring residuals from the Thickener Tanks to the Contractor's tankers at Corbalis WTP if emergency is declared as described in Paragraph 2.2 C.

### 5. INSTRUCTIONS TO BIDDERS

#### 5.1 Site Visit

- A. A non-mandatory site visit will be held at **10:00 A.M. on May 2, 2019**, located at the Corbalis Water Treatment Plant, 1295 Fred Morin Rd, Herndon, VA 20170. All Prospective Bidders are invited and encouraged to attend the site visit. The purpose of the site visit is to afford the bidders an opportunity to view the site and disposal pad.
- B. Please note that the entrance to the Corbalis Water Treatment Plant requires check-in at the Guard Gate due to security.  
  
Contact the Purchasing Department to confirm your attendance by 2:00 P.M., Tuesday, April 30, 2019. Failure to submit attendees name and Company may prohibit entrance into the Corbalis Water Treatment Plant and the site visit. Please bring a copy of the solicitation with you.
- B. Nothing discussed during the site visit shall be construed to have altered in any way the intent of the Bid Documents. Any modifications or revisions to the Bid Documents which may arise from or which may be discussed at the site visit shall not become effective unless issued in an Addendum.

#### 5.2 Questions and Communications

All contact between prospective Bidders and FW with respect to this solicitation will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and comments regarding the meaning or interpretation of any aspect of this solicitation must be submitted in writing to the Procurement Contact identified on the cover page to this solicitation and must be received on or before

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the deadline for submitting questions. Only written questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.

FW shall respond to all timely questions and comments that are properly submitted and are deemed to address a matter that is relevant and substantive in nature within a reasonable period of time, in the form of a written Addendum that will be transmitted to all prospective Bidders at the addresses furnished to FW for such purpose. Oral communications between FW and any Bidder regarding the interpretation or meaning of any aspect of this IFB are not authorized and may not be relied upon for any purpose.

### 5.3 Bid Opening and Instructions for Submitting Bids

The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened immediately following the deadline for submitting bids. Bids will be opened in accordance with the provisions of the Virginia Public Procurement Act.

All bids must be submitted in a sealed package(s), no other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

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

Attn: Buyer Name

### 5.4 Bid Submission Form

Attachment 1 is the bid submission form. It must be completed and signed by an agent who is fully authorized to bind the individual or organization submitting the offer to sell, to the terms, conditions and specifications contained herein as well as any addenda to this solicitation.

### 5.5 Proprietary Information

- A. Except as provided herein or as otherwise set forth in §2.2-4342 of the Virginia Public Procurement Act (Va. Code Ann. §2.2-4300 *et seq.*, the “Act”), all proceedings, records, contracts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 *et seq.*, the “Virginia FOIA”).
- B. A Bidder, Offeror or Contractor shall have the right to identify data or other materials submitted in connection with this procurement as trade secrets or proprietary information, which shall not be subject to inspection pursuant to either §2.2-4342 of the Act or the Virginia FOIA, by submitting to Fairfax Water prior to or at the time of submission of its proposal or bid a separate, written notice on its letterhead stationery setting forth the following: (i) a statement indicating that the Bidder, Offeror, or Contractor wishes to invoke the protections of this section; (ii) an

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identification of the data or other materials for which protection is sought; and (iii) a statement with regard to why protection is necessary.

### **5.6 Exceptions/additions**

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Department of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

### **5.7 Addenda to the IFB**

- A. FW reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids. If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an Addendum that will be provided to all prospective Bidders who are on record with FW as having received this solicitation. If, in the opinion of FW, the deadline for the submission of bids does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of FW.
- B. It shall be the responsibility of each Bidder to contact the Purchasing Contact identified on the cover page to this solicitation prior to submission of a bid hereunder in order to determine whether any Addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any Addenda shall neither constitute grounds for withdrawal of its bid, nor relieve such Bidder from any responsibility for incorporating the provisions of any Addenda in its proposal.
- C. Acknowledge receipt of each addendum by signing it and submitting it by the bid deadline. Failure to return a signed addendum may result in a bid being determined non-responsive.

### **5.8 Late Bids**

Bids or unsolicited amendments to bids arriving after the bid submission deadline will not be considered.

### **5.9 Contract Award - The following will change based on the type of bid and how pricing will be submitted.**

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

## **5.10 Public Notice of Award**

Public notice of award will be posted on the official FW web site (<http://www.fcwa.org/procurement/index.htm>).

## **5.11 Authorization to do Business in Virginia**

Each bidder that is organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include with its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not authorized to transact business in Virginia as a foreign 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.

## **5.12 Compliance with Laws, Regulations and Codes**

The Bidder hereby represents and warrants that:

- A. It is qualified and properly licensed 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;
  - B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
  - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

## **5.13 Debarment Status**

By submitting a Bid in response to this solicitation, each Bidder certifies that it is not currently debarred by the federal government, the Commonwealth of Virginia, or any agency or department thereof from submitting a bid or proposal in connection with any procurement project and that it is not an agent of any person or entity that currently is so debarred.

## **5.14 Duration of Bids**

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

## **5.15 Unit Prices Prevail**

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In the event that there is a mathematical error on the summary sheet, the unit price for each item shall prevail. All costs to provide the goods and/or services specified in this solicitation shall be shown on the attached bid summary sheet. Line items left blank will be interpreted as at no cost to FW.

### **5.16 Negotiation with Low Bidder**

If the lowest bid submitted by a responsive and responsible bidder exceeds available funds for this procurement, then Fairfax Water may, in its discretion, conduct negotiations with the lowest responsive and responsible bidder (the “Low Bidder”) in an effort to obtain a contract price that is within available funds. In such event, Fairfax Water will notify the Low Bidder verbally or in writing that its bid exceeds available funds and will schedule a conference with the Low Bidder, Fairfax Water staff, and such advisors and consultants as Fairfax Water deems appropriate in order to discuss possible modifications to the scope of the procurement that may result in a price that is within available funds. The conference and any subsequent negotiations may be conducted in person or by telephone. If, during the conference, the parties arrive at an acceptable modification to the scope of the project and a contract price that is within available funds, then Fairfax Water may award a contract to the Low Bidder based upon the newly-modified terms and conditions. Otherwise, the Low Bidder will, within 15 days after the date of the conference (or such longer or shorter period as may be specified in writing by Fairfax Water), submit to Fairfax Water a written addendum to its original Bid Form which describes its proposed modification(s) to the scope of the procurement and sets forth the Low Bidder’s newly adjusted bid price. Fairfax Water may conduct further negotiations with the Low Bidder or request additional clarifications or modifications. If the Low Bidder’s proposed modifications are acceptable to Fairfax Water and the associated contract price is within available funds, then Fairfax Water may award a contract to the Low Bidder based upon the modified terms and conditions. If the proposed modifications are not acceptable to Fairfax Water, or the associated price reductions are not within available funds, then Fairfax Water will terminate negotiations and reject all bids.

### **5.17 References**

Each Bidder shall submit with its Bid, three references (See Attachment 2 – References). References shall be from customers of similar size and scope of operations as FW, to whom the Bidder has supplied the same services within the past 12 months. References shall be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period.

### **5.18 Insurance Claims against Bidder**

In addition to the mandatory insurance requirements listed in Subsection 3.25 (Insurance Requirements) and at the request of FW, the apparent low bidder shall submit a list of all insurance claims made against it within the past 12 months. Failure to include this information within ten calendar days of request by FW may result in rejection of your bid.

### **5.19 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 include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined

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herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW.

### 5.20 Bid Security

- A. Each bid shall be accompanied by a bid bond in an amount not less than five percent (5%) of the amount of the bid on the form prescribed herein. The bid bond shall be issued by a surety company licensed to conduct business as a surety in the Commonwealth of Virginia and otherwise satisfying any further requirements with respect to sureties set forth in the General Conditions. In lieu of a bid bond, a bidder may submit a certified check or cash escrow in the face amount required for the bond. Such bid security shall be given as a guarantee that the bidder will enter into a contract and provide the required contract security and insurance if awarded the work.
- B. The bid security of the unsuccessful bidders will be returned within 5 days after the execution of the Contract or, if no such Contract has been executed, within 90 days after the date of opening Bids. The bid security of the successful bidder will be returned only after such bidder has duly executed the Agreement and furnished the contract security and evidence of insurance.
- C. Bids shall be firm and irrevocable for 90 days after the date fixed for opening the Bids.
- D. If the bidder to whom the Contract is awarded refuses or neglects to execute the Agreement or fails to furnish the required contract security and evidence of insurance within 10 days after receipt of the notice, the amount of his bid security shall be forfeited and shall be retained by Fairfax Water as liquidated damages, and not as a penalty, since said sum is a fair estimate of the amount of damages that Fairfax Water will sustain in case said bidder fails to enter into a Contract and furnish the required Performance and Payment Bonds and Insurance. Notwithstanding the foregoing, no forfeiture under a bid bond shall exceed the lesser of: (i) the difference between the bid for which the bond was written and the next low bid; or (ii) the face amount of the bid bond. If the bidder to whom the Contract is awarded refuses or neglects to execute it or fails to furnish the required Performance and Payment Bonds and Insurance as herein provided, the award of the Contract may be annulled and the Contract awarded to the next best bidder and such bidder shall fulfill every stipulation of these documents as if he were the original party to whom it was made; or Fairfax Water may reject all of the Bids as its interest may require. Except as provided herein with regard to withdrawal of bids, no plea of mistake in the Bid shall be available to the bidder for the recovery of his bid security or as a defense to any action based upon the neglect or refusal to execute a contract.

## **6 STANDARD TERMS AND CONDITIONS**

### **6.1 Additional Quantities**

FW reserves the right to purchase additional quantities of the goods or services specified herein at the bid price for up to one year from the date of contract award. By submitting a bid in response to this solicitation, bidder agrees to provide the item bid, or the then current version of the bid item at the price originally bid.

### **6.2 Annual Economic Price Adjustment**

- A. In the case of annually renewable contracts, the Contractors may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics for the 12 month period ending 90 days prior to the end of the then current contract year.
- B. For services: Annual rate increases will be based on the Consumer Price Index-U (CPI-U).
- C. For commodities: If the CPI-U is not the appropriate index for the item(s) being bid, the bidder may substitute any other single BLS price index (e.g. Producer Price Index – metals) providing that the substitute price index constitutes the greatest component of the contract item. Multiple price indexes will not be considered for the same bid item. Bidder may specify a different index for different bid items based on the conditions identified above. Bidder must specify the specific BLS Group and BLS Item that is to be used (e.g. BLS Group: Metals and products; BLS Item: Pressure pipe and fittings, ductile iron (BLS Series ID# WPU10150237)).
- D. Negative BLS index: If the agreed upon index is a negative number the contractor shall reduce contract rates by the same amount for new contract year.

### **6.3 Anti-Discrimination**

By submitting their bids, Bidders certify to FW that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act.

- A. During the performance of the contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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- B. The Contractor will include the provisions above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.
- C. Fairfax Water does not discriminate against faith-based organizations on the basis of the organization's religious character, or impose conditions that (a) restrict the religious character of the faith-based organization, except as provided by law, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

### **6.4 Antitrust**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FW all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by FW.

### **6.5 Arrearage**

By submitting a Bid in response to this solicitation, the individual or firm submitting the bid shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing FW, the Commonwealth of Virginia, or any public body in the Commonwealth of Virginia, including but not limited to any obligation to pay taxes and/or employee benefits. Bidder further agrees that it shall make diligent efforts to avoid becoming in arrears during the Term of any Contract awarded hereunder.

### **6.6 Assignment of Interest**

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

### **6.7 Availability of Funds**

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

### **6.8 Brand Names**

In the case of bids specifying brand names or models:

- A. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that FW, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Each Bidder is responsible to clearly identify the product being offered (by manufacturer's name, model, part number, etc.) and to provide sufficient descriptive literature, catalog cuts and technical detail to enable FW to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring an offer non-responsive. Unless the Bidder clearly indicates that the product offered is an "equal" product, such bid will be considered to offer the brand name product specified in this solicitation.



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- B. For purposes of this solicitation and any contract that may result here from, FW's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall signify only that such manufacturers and/or suppliers previously have submitted work samples or the like to FW which satisfied FW's requirements. FW's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall in no event be deemed or construed to be a representation or warranty on the part of FW of any such manufacturer's or supplier's capability or capacity (in terms of financial wherewithal, personnel and equipment availability, managerial ability or otherwise) of performing any of the requirements of this solicitation in accordance with the terms and conditions hereof. Each Bidder shall conduct such independent investigation into the qualifications, experience and abilities of its selected manufacturers and suppliers as it deems appropriate under the circumstances.

### **6.9 Cancellation**

FW may cancel this solicitation at any time and for any reason prior to contract award.

### **6.10 Contract Changes / Change Orders**

- A. No verbal agreement or conversation with any officer, agent or employee of FW either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the purchasing contact identified on the cover page. Contract changes shall be in writing, and shall be on official FW Purchasing Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Manager.
- B. Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. FW may order changes within the general scope of the contract at any time by Notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present FW with all vouchers and records of expenses incurred and savings realized. FW shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision

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must be asserted by Notice to the Purchasing Department. 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 FW or with the performance of the contract generally.

### **6.11 Contractor's Responsibilities**

- A. The Contractor shall be responsible for all products and/or services as required by this IFB. The use of subcontractors is prohibited unless:
  - 1. A request to include a subcontractor is included in the bid and,
  - 2. The Bidder receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non-FW property as a result of its failure, or its subcontractor's failure to protect such facilities and utilities.
- D. The Contractor, at its sole expense, shall immediately repair or replace FW property damaged by (or caused by) the Contractor or its Subcontractor(s). Replacements will be of equal or better quality than the property damaged property, and all such work must be approved by FW Project Manager.

### **6.12 Contract Term**

The term of this contract shall be from August 1, 2019 through July 31, 2020. This contract may be renewed for up to four additional one-year periods.

Annual renewable contracts will be renewed at the then current rates, terms and conditions unless a price adjustment is requested (see section 6.2 "Annual Economic Price Adjustment"). Issuance of a written renewal document and/or purchase order for the optional years will constitute notice of renewal. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally canceled the contract.

### **6.13 Delivery**

In the case of solicitations that require delivery to FW:

- A. By submitting a bid in response to this solicitation, the Bidder guarantees delivery of contract items within the timeframe specified herein or as indicated in the bidders bid submission form. Failure to deliver within the time specified, or as amended in writing by FW, or failure to make replacements of rejected Contract items, shall constitute a breach of contract and may be grounds for a declaration of default in addition to any other remedies FW may be entitled to.
- B. Deliveries must be made by within the delivery time specified in the bid submission document. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to FW. Failure to honor a delivery schedule may result in damages to FW. The Contractor is liable for any and all costs incurred by FW due to such failures.

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- C. Homeland Security Advisory System: If the Homeland Security Advisor System places the water / waste water industry in Codes Orange or Red, all deliveries shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested by the plant. As each delivery leaves the Contractor's yard, the Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before delivery is allowed on site. Failure to follow these procedures may result in a refusal of the delivery at the Contractor's risk and expense.

### **6.14 Ethics in Public Contracting**

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith.

### **6.15 Examination of Records**

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

### **6.16 Familiarity with Specifications**

Each Bidder shall bear responsibility for thoroughly examining this solicitation in its entirety. In the event that Bidder has any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, then such Bidder shall submit all such questions and comments in writing to the Procurement Contact identified on the cover sheet of this solicitation.

The submission by a Bidder of a Bid in response to this solicitation shall be deemed to constitute a representation on the part of such Bidder that it has thoroughly examined this solicitation and has submitted any and all questions and comments it may have regarding the meaning or interpretation of this solicitation to Fairfax Water in the manner prescribed herein.

### **6.17 Governing Law; Venue; Waiver of Jury Trial**

Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

### **6.18 Incorporation by Reference**

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This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a bid in response to this solicitation, all Bidders acknowledge the VPPA and agree to be bound by it. A copy of the VPPA is available for inspection at the Purchasing Department at FW. It is also available at the Virginia Department of General Services, Department of Purchases and Supply Website:

<http://www.eva.virginia.gov/pages/eva-vppa.htm>

### **6.19 Indemnification and Responsibility for Claims and Liability**

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

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. FW has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- D. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting contract and shall save FW harmless from any loss, including Attorneys' fees arising out of any such claim.

### **6.20 Insurance**

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, any Bidder may be required to provide a list of all insurance claims made against it within the past 36 months. FW reserves the right to reject any bid if in FW's opinion the amount or number of claims is deemed to be excessive. An Bidder's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Bidder shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the 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.
- C. The Contractor shall immediately notify FW 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. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult

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with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.

- D. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:
1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
  2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000
For Construction Contracts:	
◆ Directors & Officers – Errors & Omissions	\$2,000,000
- F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.
- G. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

### 6.21 No Waiver or Estoppel

Neither the inspection by FW nor any of its employees, nor any payment of money, nor payment for, nor acceptance of any Commodity by FW, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies provided in this Contract to FW shall be construed as cumulative and shall be in addition to each and every other remedy herein provided. Neither FW, nor any officer, employee, or authorized representative of FW, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the

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Contract by any officer, employee or authorized representative of the Owner, at any time either before or after final completion and acceptance of the Work and payment therefore from: (a) showing the true and correct classification, amount, quality, or character of the Commodities delivered, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Commodities or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any overpayment made to the Contractor or such damages as FW may sustain by reason of the Contractor's failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

### **6.22 Pass-through Price Increases and Decreases**

For annually renewable contracts:

- A. Increases: FW recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.
- B. Decreases:
  - 1. Pass through price increases shall cease at the end of the then current contract year and contract pricing will return to the pre-pass through rate. The contractor will be eligible for and only upon request, the annual economic price increase as defined in subsection 3.3 above.
  - 2. Prior to the end of the then current contract year, the pass through increase shall be reduced or eliminated when and as the cause of the increase is reduced or eliminated.
- C. Pass through price increases will not be a substitute for poor planning by the Contractor. Pass through increase will not be allowed for the first six months of any contract year. Price increases will be effective upon the date such a request is received in writing; and will not be made retroactive.

### **6.23 Payment Clauses Required in All Contracts**

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any contract awarded by FW include the following clauses:
  - 1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by FW for work performed by any subcontractor(s) under the contract:
    - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under that contract; or
    - b. Notify FW 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.
  - 2. Bidders shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

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3. 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 FW for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
  4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- B. 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.
- C. 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 FW. 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.

### **6.24 Payment**

- A. Invoices: All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or e-mail. Invoices shall include the FW Purchase Order / Contract number and the contractor's FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.
- B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at FW Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. Invoices: The Contractor shall submit invoices for items ordered, delivered and accepted, directly to the Finance Department, to the attention of Accounts Payable. Invoices shall show FW Purchase Order or contract number and are subject to review and approval by FW Project Manager
- D. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- E. Refunds: If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- F. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges

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are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

### **6.25 Precedence of Terms**

These General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

### **6.26 Price Firm Period**

Bid pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

### **6.27 Price and Title**

All prices are for Commodities delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW. Title for such Commodities shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

### **6.28 Purchase and Sale Transaction**

Any transaction for the purchase and sale of any Commodity shall be effected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

### **6.29 Taxes**

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax identification number is 54-6025290.

### **6.30 Termination of Contract**

- A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by



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the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.

- B. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

### **6.31 Virginia Freedom of Information Act**

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

### **6.32 Faith-Based Organizations**

FW does not discriminate against faith-based organizations.

### **6.33 Immigration Reform and Control Act of 1986**

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

### **6.34 Contract Security**

- A. The bidder whose Bid is accepted shall enter into a written contract for the performance of the Work and furnish within 10 days after written notice of award by Fairfax Water has been delivered to such bidder at the address given on his Bid Form the following: (1) a performance bond in an amount equal to 100 percent of the contract sum conditioned on the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract, (2) one or more certificates of insurance evidencing the types and amounts of insurance coverage required to be maintained by the contractor under the Contract Documents.
- B. Any performance bond required hereunder shall be in the form included in these Contract Documents and shall be executed by a surety company legally authorized to do business as a surety in the Commonwealth of Virginia. In lieu of a payment or performance bond, the successful bidder may furnish a cash escrow or certified check payable to the order of Fairfax Water in the face amount required for such bonds.

## **7 SPECIAL TERMS AND CONDITIONS**

### **7.1 Contractor's Compliance and Safety Program**

- 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).
  7. Commonwealth of Virginia Department of Health Waterworks Regulations
  8. Virginia Department of Transportation Road and Bridge Specifications
  9. Fairfax County Special Inspections Manual
  10. Maryland Dept. of Environmental
  11. Maryland Dept. of Agriculture
- B. The Contractor shall have a written safety program that complies with all applicable OSHA and VOSH standards for General Industry regulations and a written Permit Required Confined Space Entry Program that complies with the then current VOSH Standard Confined Space Entry Standard. A copy of these programs shall be provided to FW with the Contractor's general safety program not later than seven days after contract award and before beginning work.
- C. When 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. Hard Hat Area: Contractor's employees shall wear hard hats while working outdoors at the work site.

### **7.2 Contractor's Responsibilities**

- A. The Contractor shall be responsible for all products and/or services as required by this solicitation. The use of subcontractors is prohibited unless:
1. A request to include a subcontractor is included in the proposal and,
  2. The Bidder receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non-FW property as a result of its failure to protect such facilities and utilities.
- D. Where the Contractor's Work may cause damage or disrupt existing FW property including but not limited to utilities, plant equipment, instrumentation and control systems, etc. the Contractor shall make arrangements necessary for the protection of such property. The Contractor, at its sole expense, shall immediately replace FW property removed or damaged by, or at the direction of, the Contractor

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or any Subcontractor to the Contractor. Replacements will be new and current technology unless otherwise provided for in these specifications, or authorized by the FW Project Manager.

- E. Contractor shall return all work areas to the same or better condition than prior to start of Work. Contractor must notify the FW Project Manager of any area, piece of equipment, etc., that is damaged or not in the same or better condition than prior to start of Work. The Contractor will be responsible for repair, replacement, etc., of any such property, which is within the Contractor's area of responsibility and is found to be in need of repair/service by the FW Project Manager. Acceptance shall not occur until all such damages are either repaired or replaced or for which FW is reimbursed a fair and reasonable sum as negotiated and agreed to in writing, by the FW Project Manager.

### 7.3 Delays

- A. By the Contractor: After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such a declaration is made, FW reserves the unilateral right to cure the default by any means available to FW, including (but not limited to) liquidated damages, redeeming the Contractor's Performance Bond (or other security as agreed to by FW prior to contract award); and to recover any additional costs for obtaining a replacement contractor, lost funds and/or related expenses. This is not a limitation of FW's legal rights to recover damages due to Contractor default in any other way.
- B. By FW: The Contractor shall not be responsible for delays caused by FW, its agents, or other Contractors. To the extent that the Contractor is unable to proceed due to the actions or inaction's of FW, its agents, employees or other Contractors, the Contractor shall be granted an extension to the installation schedule equal to the documented amount of time the Contractor was prevented from performing work. The Contractor shall not be eligible for damages as a result of FW delays.

### 7.4 Force Majeure

If a delivery is delayed by Act of God, terrorism, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his subcontractors or supplier(s), a reasonable extension of time as FW or the Member deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, FW or the Member may in its sole discretion (i) extend the time for delivery of the Commodity; (ii) suspend the Contract in whole or in part and obtain one or more of the Commodities elsewhere for a time, or (iii) terminate the Contract; all without liability to Contractor on the part of FW or Member, as the case may be. Contractor's request and justification shall be subject to such substantiation and further inquiries as FW or Member may require.

### 7.5 Liquidated Damages

- A. Work shall begin upon receipt of purchase order or contract and all work shall be completed in 30 days as referenced per Paragraph 2.2 D. It is hereby understood and agreed by the Bidder that time is of the essence in the delivery of services of the character and quality specified in the offer document. In the event these specified services, are not delivered and the disposal pad is 75% capacity, there will be deducted, not as a penalty but as liquidated damages, the sum of \$1500.00 per day for each and every calendar day disposal pad remains at 75% capacity.
- B. Exception to above paragraph A is if the service be delayed by any act, negligence, or default

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on the part of FW, 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), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.

### **7.6 Permits and Inspections**

- A. The Contractor shall obtain and provide any and all required hauling and disposal or other permits from the appropriate authority.

### **7.7 Priority Customer**

By submitting a Bid in response to this solicitation, Bidder understands and acknowledges that FW provides services that are essential to the health and welfare of the public. To the extent that the Contractor must prioritize and/or allocate services among its customers, the requirements of FW will be honored before service is provided to a customer with no obligations with regard to the public health and welfare.

### **7.8 Site Safety and Access**

- A. FW 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, or threatening behavior or conduct.
- B. FW 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 FW Project Manager and shall comply with such conditions or limitations to access as may be imposed by the FW Project Manager.
- C. FW 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 FW.

### **7.9 Superintendence by Contractor**

- A. The Contractor shall have a competent Field Supervisor, satisfactory to FW, on the job site or available by phone at all times during the progress of the Work. The Contractor shall be responsible for coordinating all portions of the Work under contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Project Manager, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the project. The Contractor shall not employ on the Project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, FW or FW's separate Contractors and their subcontractors.

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- C. FW may, in writing, require the Contractor to remove from FW property, any employee FW deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

### **7.10 Time Is Of The Essence**

Time is of the essence! This is a time critical project! Once started, this project must continue without delay or interruption, and unauthorized delays by the Contractor are prohibited. After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such a declaration is made, FW reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the project services and charge any additional or increased costs to the defaulted Contractor.

### **7.11 Price and Payment Procedures**

- A. Bidders shall complete and submit with the Bid the estimate of unit prices in dollars per wet ton for management and disposal of dewatered solids as described in this IFB. The individual unit prices shall include all costs associated with the management and disposal for each wet ton of solids and no separate or other payments will be made therefore.
- B. Bids will be evaluated based on the estimated annual contract cost as computed on the Bid Form for polymer conditioned solids.
- C. Bid price shall include cost for Performance Bond for the entire contract period.  
(Ref: Section 1- Paragraph 1.17 and Section 1- Paragraph 1.13)

### **7.12 Measurement Authority**

- A. Each truck will be weighed at the Fairfax Water truck scale located on the plant site before and after loading.
- B. Payment for residuals disposal will be made monthly at the applicable contract unit price per wet ton of dewatered residuals loaded, weighed and removed from the plant site.
- C. Payment will be made on the basis of wet tons of dewatered residuals loaded, weighed and removed from the site by the contractor. No separate or additional payments will be made on account of residuals quantities being more or less than the estimated average residual quantities.
- D. Water shall not be added to the residuals prior to measurements being taken for payment.

### **7.13 Unit Quantities Specified**

- A. Quantities: Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Compensation for disposal of residuals will be on the basis of wet tons of dewatered residuals removed from the plant site by the contractor. Payment will be based on a unit price per wet ton.

## **IFB # 19-48**

- B. Actual Work: If the actual Work requires more or fewer quantities than those quantities indicated, the required quantities shall be provided at the unit prices contracted. Some items for which unit prices have been requested may not be used during the term of the Contract.

### **7.14 Regulatory Requirements**

- A. Compliance with the Law: Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, building and construction codes including, but not limited to, the U.S. Department of Labor Occupational Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), shall be observed. The U.S. Department of Labor Safety and Health Regulations shall be complied with except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, in which case compliance with state and local standards is required. The Contractor shall conduct his work so as to ensure the least possible obstruction to traffic. The Contractor shall provide for the safety and convenience of the general public and residents within the project limits and the protection of persons and property.
- B. Coordination with Regulatory Agencies
  - 1. Identify and contact all regulatory agencies having jurisdiction.
  - 2. Identify all applicable rules, regulations and other requirements. Any changes in Rules and Regulations will be the responsibility of the Contractor to bear all costs and risks.
  - 3. Demonstrate acceptance of proposed program by regulatory agencies having jurisdiction.
- C. Development of Monitoring and Reporting Requirements
  - 1. Identify all applicable monitoring and reporting requirements.
  - 2. Develop system of monitoring and reporting.
- D. Temporary residuals storage sites shall comply with all local ordinances, regulations and State and Federal regulatory requirements.
- E. Dewatered residuals shall be applied at loading rates not to exceed those approved by the regulatory agencies and landowners.
- F. Residuals and soil samples shall be collected and tested as required by the regulatory agencies.
- G. All trucks leaving the Plant shall be clean so that residuals are not spilled or tracked onto roadways.
- H. All trucks leaving the plant shall meet all roadway weight limits at all times.

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**ATTACHMENT 1**

**BID SUBMISSION FORM**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

FAX: \_\_\_\_\_ FED ID #: \_\_\_\_\_

Pursuant to Title 13.1 or Title 50 of the Virginia Code provide the identification number issued to your firm by the Virginia State Corporation Commission (VSCC) in the space provided below, If your firm is not required to be authorized to transact business under Title 12.1 or Title 50, or any other law; provide a statement why your firm is not required to be so authorized.

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

\_\_\_\_\_  
Identification Number

If you do not have a VSCC identification number, explain why it is not required in the space below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bids of alternate or equivalent items must include three sets of descriptive literature sufficient to properly evaluate your bid. Failure to comply may result in rejection of your bid.

\* All bids are to be quoted as FOB Destination. Include all necessary costs in your bid submission (see above). Failure to include the cost of shipping and handling will be interpreted as included in the unit price for each item. FW will not pay for shipping and handling charges not included in your bid.

To be returned with bid. Failure may be cause for bidder's bid being rejected as non-responsive.

1. Addenda, if applicable
2. Disposal Plan, per Section 4.1.B.2
3. Bid Bond

**IFB # 19-48**  
**BID SUBMISSION FORM**

INSTRUCTIONS - The Bidder shall fill in all blanks providing the following: the Bidder's proposed Unit Price and Extended price. In case of discrepancy between unit prices and total prices, unit prices will prevail. All prices quoted below shall include all costs associated with the management and disposal of each wet ton of solids or gallon of liquid residuals and no separate or other payment requests (invoices) will be considered by Fairfax Water.

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	Dewatered Polymer Conditioned Residuals	20,000 Wet Tons	\$	\$
2	100% Performance Bond, per Section 6.34	1 ea	\$	\$
3	Total Annual Cost, items 1 & 2			\$
4 Emergency Work, note not included in base award amount	Liquid Residuals from Thickener Tanks	75,000 gallons/day	\$	XXX

- For Emergency Work, please answer the following:  
\_\_\_\_\_ has \_\_\_\_\_ tankers with a capacity of \_\_\_\_\_ gals/each  
(Company Name)  
available within \_\_\_\_\_ days of verbal notification from Fairfax Water.
- Method of disposal or beneficial reuse: \_\_\_\_\_
- **TERMS:** \_\_\_\_\_ All bids will be interpreted as 2%-30, Net 31, unless otherwise specified herein. FW's minimum payment term is Net 31 days. By submitting an offer to sell in response to this solicitation, all bidders acknowledge and agree to this requirement.
- Accompanying this Bid, at the election of the undersigned bidder, is: (I) a certified check, (ii) a cash escrow, or (iii) a bid bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which certified check shall become the property of Fairfax Water, or which cash escrow or bid bond shall become forthwith due and payable to Fairfax Water, if this Bid shall be accepted by Fairfax Water and the undersigned shall fail to execute a contract with, and to furnish the required contract security and certificates of insurance to, Fairfax Water, within 10 days after the date of a written notice by Fairfax Water to the undersigned so to do; however, no forfeiture under a bid bond or other such bid security shall exceed the difference between the bid for which the bond or other bid security was posted and the next low bid.



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By my signature I certify that I am acting as an agent or in the case of an LLP, the Partner or Managing Partner for the firm identified below and I am fully authorized to bind the firm to the terms, conditions and specifications of this solicitation, as well as any addenda thereto.

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

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

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

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

ATTACHMENT 2

REFERENCES

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

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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BIDDERS' NAME: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**ATTACHMENT 3  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in \_\_\_\_\_, and authorized to do business in the Commonwealth of Virginia as a surety (hereinafter called the "Surety"), are held and firmly bound unto FAIRFAX COUNTY WATER AUTHORITY (hereinafter called the "Obligee") in the full and just sum which is equal to 5% of the total amount of the Principal's Bid (as that term is defined below), as submitted to the Obligee (such total amount referred to herein as the "Total Bid"), in good and lawful money of the United States of America, to be paid upon demand of the Obligee, for the payment of such sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents. The Total Bid is the aggregate amount (including amounts set forth with respect to any and all Alternates) set forth on the Principal's Bid Form for performance of the work described below, as submitted to and maintained by the Obligee (such Bid Form referred to herein as the "Bid"). The Surety hereby acknowledges and agrees that the Bid shall be deemed to be incorporated by reference in this Bid Bond to the same extent as if set forth fully herein.

WHEREAS, the Principal intends to submit, or has submitted to the Obligee, a Bid for the Principal to perform work for the Obligee, designated as:

**Removal of Residuals at Corbalis Water Treatment Plant**

(hereinafter called the "Project") and,

WHEREAS, the Principal desires to provide this Bid Bond in lieu of a certified check or cash escrow otherwise required to accompany the Principal's Bid.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, if the Bid be accepted by the Obligee, and if the Principal shall, within ten days after the date of receipt of a written Notice of Award from the Obligee or any agency or department thereof, (i) execute a Contract in accordance with the Bid and upon the terms, conditions and price set forth therein, in the form and manner required by the Obligee, (ii) execute a sufficient and satisfactory Performance Bond in the amount of 100% of the total Contract Sum and a sufficient and satisfactory Payment Bond in the amount of 100% of the total Contract Sum, each payable to the Obligee, in a form and with a surety satisfactory to the Obligee, and (iii) provide the Obligee with copies of all required insurance policies, then this obligation is to be void; otherwise this obligation shall be and remain in full force and in the event of the failure of any or all of the foregoing requirements to be satisfied within the time period specified above, the Principal immediately shall pay to the Obligee, upon demand, the lesser of: (a) the amount hereof and (b) the difference between the Bid and the next low bid for the Project, in each case in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Based upon the Surety's present knowledge and information, the Surety knows of no reason why it would not issue payment and performance bonds on behalf of the Principal for the above-

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referenced Project. The foregoing statement shall not be construed as a commitment on the part of the Surety to issue either or both of such bonds on behalf of the Principal.

All notices, requests, demands and other communications which are provided hereunder, shall be in writing and shall be deemed to have been duly given upon the hand delivery thereof during business hours, or upon the earlier of receipt or three (3) days after posting by registered mail or certified mail, return receipt requested, or on the next business day following delivery to a reliable overnight delivery service, if to the Principal or the Obligee, to the addresses set forth in the Bid, and if to the Surety, to the address set forth beneath its signature.

Unless the context otherwise requires, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents. This Bond shall be deemed to incorporate all provisions required by law to be set forth herein.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bid Bond to be executed by their duly authorized officers effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(Seal)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

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

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

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_,  
Attorney-in-Fact (Attach  
Copy of Power of Attorney)

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

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

**END OF BID BOND**

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**ATTACHMENT 4**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the  
“Principal”), and \_\_\_\_\_, a corporation organized and existing under the laws of  
the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, and  
authorized to transact business in the Commonwealth of Virginia as a surety (hereinafter called the  
“Surety”) are held and firmly bound unto FAIRFAX COUNTY WATER AUTHORITY (hereinafter  
called the “Obligee”) in the sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which well and  
truly to be made, the Principal and the Surety hereby bind themselves and their successors and permitted  
assigns, jointly and severally and firmly by these presents, to perform all of the Work in accordance with  
the requirements of the Contract Documents for the Project.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee, dated as of the  
\_\_\_ day of \_\_\_\_\_, 20\_\_, (hereinafter called the “Contract”), for

**REMOVAL OF RESIDUALS AT CORBALIS WATER TREATMENT PLANT**

which Contract is incorporated herein by reference;

WHEREAS, the Principal is obligated to furnish security with respect to its obligation to perform the work to  
be performed under the Contract; and

WHEREAS, the Principal desires to furnish this Performance Bond in lieu of a certified check or cash escrow  
otherwise required to be provided to the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the  
Principal and Surety and its or their successors or assigns, or any of them shall:

Well and truly and in good sufficient and workmanlike manner perform or cause to be performed the  
Contract, and each and every of the covenants, promises, agreements, warranties, and provisions to be performed  
by the Principal set forth therein, in strict conformity with the plans and specifications, and complete the same  
within the time period specified therein, all as may be amended from time to time by the parties thereto, and fully  
indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of the  
Principal’s failure to do so and fully reimburse and repay the Obligee all costs and expenses which it may incur in  
making good any such default, then these obligations shall be null and void, otherwise they shall remain in full  
force and effect.

The obligations evidenced hereby shall constitute the joint and several obligations of the Principal and the  
Surety and their successors, and permitted assigns.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations:

- (a) In no event shall the Surety, or its successors or assigns be liable for a greater sum than the penalty of this  
bond.

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- (b) No action on this bond shall be brought unless within one year after (i) completion of the Contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

The Surety, for value received, on behalf of itself and its successors and assigns, hereby stipulates and agrees that the obligations of the Surety or its successors and assigns under this bond shall not in any manner be impaired or affected by (a) any extension of time, modification, omission, addition or amendment of or to the Contract or the work to be performed thereunder; (b) any payment thereunder before the time required therein; (c) any waiver of any provision thereof; or (d) any assignment, subletting or other transfer of all or of any part thereof or of any work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, does hereby waive any right to receive notice of any and all of such extensions, modifications, omissions, additions, amendments, payments, waivers, assignments, subcontracts and transfers.

The Surety hereby stipulates and agrees that in the event that the Obligees declares the Principal to be in default the Surety will promptly, at the Obligees's election: (a) perform and complete the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein with a duly licensed and qualified contractor designated by Obligees; (b) obtain bids from duly licensed and qualified contractors for completing the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein and, upon determination by the Obligees and the Surety of the lowest responsive and responsible bidder, (i) arrange for a contract between such bidder and the Obligees and (ii) make funds available to the Obligees to pay the costs of completion less the balance of the contract sum as such may have been adjusted by change order (such amount, including other costs and damages for which the Surety may be liable hereunder, not to exceed the penal sum set forth in the first paragraph hereof); or (c) remedy the default. The Surety further stipulates and agrees that, within 60 days after its receipt of written notice from the Obligees specifying the Obligees's election of (a), (b) or (c) above, the Surety shall have resumed performance of the Work or shall have caused the performance of the Work to have been resumed, in accordance with the Obligees's election. In the event the Surety fails to resume the Work within such 60 day period, the Obligees may elect to perform or arrange for the performance of the Work at the sole cost and expense of the Surety in addition to any other rights and remedies available to Obligees. As employed herein, the phrases (i) "balance of the contract sum" shall mean the total amount payable by the Obligees to the Principal under the Contract after all proper adjustments have been made, less the aggregate of all amounts previously paid by the Obligees to the Principal thereunder; and (ii) **"resume the Work" shall mean the commencement and diligent performance of actual work activities at the site, as demonstrated by discernable daily progress at the rate contemplated by the Contract.** All payments to be made by the Surety hereunder shall be paid within thirty (30) days after the Surety's receipt of a request or demand therefor.

The Surety shall not be liable to the Obligees or others for obligations of the Principal that are unrelated to the Contract, and the balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligation. No right of action shall accrue on this Bond to any person or entity other than the Obligees or its successors.

The Obligees's omission to call upon the Surety in any instance shall in no event release the Surety from any obligation hereunder.

All notices, requests, demands and other communications which are provided hereunder, shall be in writing and shall be deemed to have been duly given upon the hand delivery thereof during business hours, or upon the earlier of receipt or three (3) days after pre-paid posting by registered mail or certified mail, return receipt requested, or on the next business day following pre-paid delivery to a reliable overnight delivery service, if to the Principal or the Obligees, to the addresses set forth in the Contract, and if to the Surety, to the address set forth beneath its signature on this Bond.

The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their successors and permitted assigns.

Unless the context otherwise requires, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents. This Bond shall be deemed to incorporate all provisions required by law to be set forth herein.

**IFB # 19-48**

IN WITNESS WHEREOF, the Principal and Surety have caused this Performance Bond to be executed by their duly authorized officers effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal

(SEAL)

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_

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

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

Address of Surety: \_\_\_\_\_

\_\_\_\_\_

(If executed by Attorney-in-Fact, attach copy of Power of Attorney)

END OF PERFORMANCE BOND



**IFB # 19-48**  
**ATTACHMENT 5**

**AGREEMENT**

**CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_ between the Fairfax County Water Authority, hereinafter referred to as the Owner or Fairfax Water, and \_\_\_\_\_, hereinafter referred to as the Contractor, in consideration of the mutual covenants and agreements hereinafter set forth, provides as follows:

**Article 1. THE PROJECT**

The Project is designated as follows:

**REMOVAL OF RESIDUALS AT THE CORBALIS WATER TREATMENT PLANT**

**Article 2. WORK**

- 2.1 Contractor shall provide all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all acts necessary to fully complete the Work in strict accordance with the requirements of the Contract Documents. The Work is generally described as follows:

Refer to Section 4 Bid Specifications/Scope of Work

- 2.2 The Contractor shall provide and pay for all related facilities described in the Contract Documents, including Work expressly specified as well as Work which can be reasonably inferred as necessary to produce the results intended by the Contract Documents.

**Article 3. ENGINEER**

- 3.1 This Project has been designed by:

**Fairfax County Water Authority**

hereinafter referred to as the "Engineer" as defined in the General Conditions.

**Article 4. CONTRACT SUM**

- 4.1 Fairfax Water will pay the Contractor for Work completed in accordance with the Contract Documents, in U.S. currency, the Contract Sum, as such may be adjusted from time to time in accordance with the Contract Documents.

**Article 5. PAYMENTS**

- 5.1 Payment under this Contract shall be made in the manner provided in Paragraph 6.24 of the Standard Terms And Conditions.

**IFB # 19-48**

Article 6. AVAILABILITY OF FUNDS

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

Article 7. MISCELLANEOUS

- 7.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document.
- 7.2 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the date first written above.

**FAIRFAX COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
Charles M. Murray  
General Manager

**[CONTRACTOR]**

By: \_\_\_\_\_  
[Name]  
[Title]

END OF AGREEMENT

**IFB # 19-48**  
**ATTACHMENT 6**

**SOLIDS PAD REPORT OF ANALYSIS**  
**(As per attached A&L Eastern Laboratories, Inc. dated 02/08/2013)**

**IFB # 19-48**  
**ATTACHMENT 7**  
**LAND SITES FOR STORAGE AND DISPOSAL**

**SITE NAME**

## LOCATION

**ACERAGE (if applicable)**