



MORIN BUILDING
8570 EXECUTIVE PARK AVENUE
FAIRFAX, VIRGINIA 22031

INVITATION FOR BIDS

Number: IFB 23-068

Title: Removal and Disposal of Hazardous and Other Special Waste

Date Issued: October 17, 2023

Deadline for Questions: Prior to 10:00 a.m., October 27, 2023 Local Prevailing Time

Bid Due Date: Prior to 2:00 p.m., November 7, 2023 Local Prevailing Time

IFB Delivery Location Fairfax Water
Procurement Department
8570 Executive Park Avenue
Fairfax, Virginia 22031

IFB Virtual Bid Opening Instructions **Microsoft Teams meeting**
Join on your computer or mobile app
[Click here to join the meeting](#)
Meeting ID: 256 135 252 001
Passcode: UREfvS
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 571-348-5786,,990464861#](#) United States, Arlington
Phone Conference ID: 990 464 861#

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Procurement Specialist III
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SECTION 1

1. SUMMARY INFORMATION AND SUBMISSION OF BIDS

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. FW 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 to Bid (IFB) is to award a one-year contract with four one-year renewal options, for a total of five-years, to the lowest responsive and responsible bidder for the removal and disposal of hazardous and other special waste as specified and defined herein.

1.3 Questions and Communications

- A. 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 the deadline for submitting questions. Only written questions will be accepted. Questions or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.
- B. FW will 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 in the form of a written Addendum (see Section 1.7 Addenda to the IFB for additional details). 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.

1.4 Instructions for Submitting Sealed Bids

- A. The deadline for submitting bids and the address where bids will be received is shown on the cover page. **All bids must be submitted in a sealed package(s), no other form of submission will be accepted** (i.e., email, facsimile, etc.). 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.

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B. 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: Tammy Spinks

S A M P L E

1.5 Virtual Bid Opening

Bids will be opened immediately following the bid submission deadline. Interested parties may attend the bid opening virtually from the following Microsoft Teams link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 256 135 252 001

Passcode: UREfvS

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 571-348-5786](tel:+15713485786),990464861# United States, Arlington

Phone Conference ID: 990 464 861#

1.6 Bid Submission Form and Mandatory Submittals

- A. Attachment 1 and 1A comprise the entire Bid Submission Form. Attachment 1 shall be completed and signed by an agent who is fully authorized to bind the individual or organization submitting the offer to sell to the specifications, terms, and conditions contained herein as well as any addenda to this solicitation.
- B. To be deemed responsive to this solicitation, Bidders shall attach a completed and printed version of Attachment 1A with their Bid Submission Form. Any bid received without the properly completed Attachment 1A will be deemed non-responsive, the bid will be rejected and no longer eligible for award.
 - 1. Attachment 1A is an Excel worksheet separated into five sections/categories of Work. The spreadsheet has restricted fields whereby the Bidder may only enter company identifying information and Unit Price being bid in the applicable fields.
- C. To be deemed responsive to this solicitation, Bidders shall include a detailed list of each collection facility that shall be used in the performance of the Work. The list shall be on the Bidder's letterhead and include the name of the collection facility, physical address, and the EPA

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ID Number assigned to the facility. Any Bid received without the collection facility list will be deemed non-responsive, the bid will be rejected, and no longer longer eligible for award.

1.7 References

Each Bidder shall include at least three references (See Attachment 2 – References) with their Bid submission. References shall be from customers of comparable size and scope of operations as FW to whom the Bidder has supplied the same services within the past 36-months. References must be able to attest without reservation to the fact that the Bidder provided the contracted services without any significant problem of any kind, and at any time during the contract period

1.8 Insurance Claims against Bidder

In addition to the mandatory insurance requirements listed in Section 3.41 Insurance, 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.

1.9 Unit Prices Prevail

In the event that there is a mathematical error on the summary sheet, the unit price bid for each item shall prevail. All costs to provide the goods and/or services specified in this solicitation shall be shown on the Bid Submission Form Attachment 1A Pricing Sheet. Line items left blank will be interpreted as at no cost to FW.

1.10 Familiarity with Specifications

- A. Each Bidder shall bear responsibility for thoroughly examining this solicitation in its entirety. If a 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.
- B. 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 FW in the manner prescribed herein.

1.11 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

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be subject to inspection pursuant to either §2.2-4342 of the Act or the Virginia FOIA, by submitting to FW 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 identification of the data or other materials for which protection is sought; and (iii) a statement with regard to why protection is necessary.

1.12 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 and posted on the official FW web site at <http://www.fairfaxwater.org/procurement>. 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 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 bid submission.

1.13 Receipt of Addenda

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.

1.14 Late Bids

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

1.15 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.

1.16 Cancellation

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

1.17 Contract Award

Contract award will be made to the lowest responsive and responsible bidder. 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.

1.18 Public Notice of Award

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

1.19 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.”

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- 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 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.

END OF SECTION 1

SECTION 2

2. BID SPECIFICATIONS AND RELATED REQUIREMENTS

2.1 Background Information and General Requirements

- A. FW, the largest water utility in Virginia, has six locations in Fairfax County that are assigned EPA ID Numbers as producers of hazardous, non-hazardous, and universal waste. Each location is deemed a small quantity generator. Contractor shall provide regularly scheduled hazardous or special waste removal and disposal services on a quarterly basis, and as needed emergency response services.
- B. The six locations included in the Work are the FW main office building campus, two water treatment facilities, and three warehouse and maintenance facilities.
- C. In addition to regularly scheduled quarterly hazardous or special waste removal and disposal services, FW may require vacuum truck services, cleaning of bulk water treatment tanks, and emergency services outside of normal business hours.

2.2 Typical Waste Materials Requiring Removal and Disposal

Listed below, by site, are examples of typical waste materials included in scope of work. The examples listed below are the bulk of hazardous or special waste generated by FW facilities. Other types of hazardous or special waste may be generated by FW at anytime during a contract term. The Contractor, with proper FW disclosure to the Contractor of the waste to be removed and disposed, shall perform the removal and disposal services as requested by FW.

A. Merrifield Office Building Campus

1. Universal Waste

- Various paints
- Aerosol cans
- Batteries, UPS, lead acid, nickel cadmium, lithium
- De-greasers
- Household cleaners
- Small propane cylinders
- Electronic Waste

2. Radioactive Waste

- Smoke detectors
- Exit signs

3. Medical Waste

- Medical sharps from Insulin

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B. Corbalis Water Treatment Plant

1. Lab packs from laboratory chemicals for analyzing water samples including heavy metals, analytical standards, flammables, toxic, mercury, etc.
2. Bulk water treatment chemicals are typically hazardous waste due to pH of at or below 2 or above or equal to 12.5 including:
 - Sodium Hydroxide
 - Sodium Hypochlorite
 - Aqueous Ammonia
 - Sulfuric Acid
 - Muriatic Acid
 - Hydrofluosilicic Acid
 - Polyaluminum Chloride
 - Potassium Permanganate
3. Non-hazardous chemical waste including:
 - Various polymers
 - Coagulation chemicals
4. Universal Waste
 - Lead Acid Batteries
 - Fluorescent Light Tubes
 - NiCad Batteries
 - Aerosol Spray Cans
 - Light ballast
 - Electronic Waste
 - Polypropylene Glycol for boilers
 - Lubricants, oils, grease, etc.
 - Various paints from in-house protective coatings group to include enamel, acrylic, methyl ethyl ketone, thinners, etc.
5. Radioactive Waste
 - Smoke detectors
 - Exit signs
6. Medical Waste
 - Medical sharps from Insulin

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C. Griffith Water Treatment Plant

1. Bulk water treatment chemicals are typically hazardous waste due to pH of at or below 2 or above or equal to 12.5 including:
 - Sodium Hydroxide
 - Sodium Hypochlorite
 - Aqueous Ammonia
 - Muriatic Acid
 - Hydrofluosilicic Acid
 - Polyaluminum Chloride
 - Potassium Permanganate
2. Non-hazardous chemical waste including:
 - Various polymers
 - Coagulation chemicals
3. Universal Waste
 - Lead Acid Batteries
 - Fluorescent Light Tubes
 - NiCad Batteries
 - Aerosol Spray Cans
 - Light ballast
 - Electronic Waste
 - Polypropylene Glycol for boilers
 - Lubricants, oils, grease, etc.
4. Radioactive Waste
 - Smoke detectors
 - Exit signs
5. Medical Waste
 - Medical sharps from Insulin

D. Murray Warehouse and Maintenance Facility

1. Universal Waste
 - Various paints
 - Aerosol spray cans
 - Batteries, UPS, lead acid, nickel cadmium, lithium batteries
 - Automotive maintenance chemicals – antifreeze, oils, grease,

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- De-greasers
- Spent or contaminated fuel

2. Radioactive Waste

- Smoke detectors
- Exit signs

3. Medical Waste

- Medical sharps from Insulin

E. Chantilly Warehouse and Maintenance Facility

1. Universal Waste

- Various paints
- Aerosol spray cans
- Batteries, UPS, lead acid, nickel cadmium, lithium
- Automotive maintenance chemicals – antifreeze, oils, grease,
- Spent or contaminated fuel
- Used Oil Filters

2. Radioactive Waste

- Smoke detectors
- Exit signs

3. Medical Waste

- Medical sharps from Insulin

F. Newington Warehouse and Maintenance Facility

1. Universal Waste

- Various paints
- Aerosol spray cans
- Batteries, UPS, lead acid, nickel cadmium, lithium
- Automotive maintenance chemicals – antifreeze, oils, grease,
- De-greasers
- Spent or contaminated fuel
- Used Oil Filters

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2. Radioactive Waste

- Smoke detectors
- Exit signs

3. Medical Waste

- Medical sharps from Insulin

2.3 Scope Of Work

- A. The Contractor shall provide services for the removal and disposal of hazardous or other special waste, and emergency response to the release of chemicals or other substances on an as needed basis.
- B. The Contractor shall provide all labor, equipment, licenses, insurance, and all other usual and customary supplies necessary in performance of the work, to perform proper transportation, handling, and disposal of all categories of waste included in this scope of work.
- C. Costs to perform the service, including general and administrative, overhead, and profit shall be included in the unit cost reflected on the Bid Submission Form Attachment 1A. Transportation and travel time expenses shall be documented and charged at the rate bid on the Bid Submission Form Attachment 1A charged portal to portal.
- D. The Contractor shall have all equipment and staff necessary to provide as needed emergency response to contain, clean up, transport, and properly dispose of any uncontrolled hazardous waste, solid waste discharge, or other waste spill at any FW site.
- E. Contractor shall provide services or report to any hazardous materials, substances, and wastes discharges that may occur in any of the following locations:
1. As uncollected material on or under the surface of the ground.
 2. In or on a water body.
 3. In containers.
 4. As part of the water treatment process.
- F. At the request of FW, the Contractor shall provide drums or other appropriate collection and storage containers for any category of waste included in the Work. Material and waste handling, including transferring product, placement into containers or over-packs, and disposal of used containers is included in the Work.
- G. The Contractor shall ensure that all shipping labels and placards are in place prior to transporting materials or wastes.
- H. FW reserves the right to conduct a site visit at anytime to the Contractor's collection facility or facilities, at anytime during the bid evaluation period or post contract award.

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- I. All Contractor employees shall wear Contractor supplied personal protective equipment (PPE) at all times and appropriate to the service being performed.
- J. All Contractor facilities, personnel, equipment, and vehicles (owned or leased) shall possess and maintain current certifications, licenses and permits required to handle, clean up, transport, and dispose of all hazardous materials and special wastes included in the Work. All vehicle inspection stickers and DOT or other applicable jurisdiction issued permits shall be displayed and clearly visible in any Contractor vehicle utilized in the performance of the Work. Failure to maintain all required current certifications, licenses and permits may be grounds for termination of the resultant Contract for cause. Examples of required licenses and certifications include, but are not limited to:
 - 1. HAZWOPER certification.
 - 2. CDL with HAZMAT endorsements.
 - 3. Current registration, inspection sticker, if applicable, and DOT or other applicable approving jurisdiction permit.
- K. The Contractor, its facilities, personnel, equipment, procedures, and its vehicles must be in compliance with all current and future federal, state and local requirements including, but not limited to, the following:
 - 1. 40 CFR Parts 260 – 279
 - 2. 49 CFR Parts 100-185 and 300-399
 - 3. 29 CFR Part 1910.120
- L. No hazardous waste as defined by the Resource Conservation and Recovery Act 42 U.S.C. Sec. 6901 et. seq. and regulations thereunder, shall be stored, treated, disposed of, or otherwise managed, at any facility unless it is an approved EPA facility and possesses a current and valid EPA permit/registration number.

2.4 Routine And Emergency Response and Performance Times

- A. Contractor shall commence work for each task upon notification by telephone or email by FW. **Routine** work and scheduling excludes Saturdays, Sundays and federally-observed holidays. Required response times follow:
 - 1. **Emergency** response shall occur no later than 2-hours following notification by FW. Contractor shall take all reasonable steps to report sooner than 2-hours if so directed by FW.
 - 2. Removal of hazardous waste or other regulated waste from a given location shall begin within 5 business days of notification.

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2.5 Delays

- A. **By the Contractor:** After prior written warning, which may include but is not limited to informal email notification, 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, recovery any additional costs, lost funds and/or related expenses caused to FW by the Contractor delay. 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 action or inaction of FW, its agents, employees or other Contractors, the Contractor shall be granted an extension 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.

2.6 Contractor Responsibilities

- A. Hazardous waste may be collected by FW staff and accumulated in drums or other containers at the various work locations. This material shall be removed and paid for under Bid Form Unit Price Schedule line items depending upon the contents of the drums or containers and associated work listed in other price schedule line items. Drums or other containers shall be provided by the Contractor and billed with each order, where requested or required. FW may request empty drums in advance for each location by FW and will be considered a separate order. Contractor must ascertain the type of hazardous waste, the quantity of waste, the sludge content (where required) and document contents with invoices and shipping documents including, but not limited to, hazardous waste QA reports, qualitative tests, analytical tests, manifests and safety data sheets.
- B. Trucks used by the Contractor shall be permitted by DOT and local jurisdictions (DC, MD and VA) and shall have proper placards. Trucks shall contain a drum dolly, a drum scale, a pallet jack, and a spill kit (for minimum 55-gallon spill).
- C. Truck operators must have a current CDL including a Hazardous Materials Endorsement. Each member of the Contractor's crew must have current HAZWOPER training and all PPE appropriate for the service being performed while on FW property and the materials being transported and transferred.
- D. The Contractor is required to adequately characterize all waste. FW may provide preliminary test results to assist in the classification of the waste. Any Contractor analytical testing performed to characterize FW produced waste may be billed to FW at the then current rate bid on the Bid Submission Form Attachment 1A.
- E. The Contractor shall prepare the shipping manifest(s) and labels and then report to the Work site with all necessary labor, equipment, over-pack materials, etc. to complete the Work. At no time shall the Contractor proceed with the Work unless FW staff is on site.

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- F. The Contractor shall label each drum or other container with the appropriate hazardous or non-hazardous labels, DOT compliant labels and other identification required for transport and disposal.
- G. A hazardous waste manifest (or non-hazardous bill of lading) shall be prepared by the Contractor's representative at the time of each pick up that will identify the locations, date, quantity of containers/units, and identification number for each container/unit received. The pick up will be authenticated by a signature from the facility representative, who will be given a copy of the hazardous waste manifest at the time of pick-up. The work order/manifest must also include the Contractor's EPA registration number, vehicle ID number, and the site EPA Generator ID number.
- H. The Contractor shall provide the Generator Copy of the hazardous waste and non-hazardous waste manifest, bill of lading, land disposal restriction (LDR) documents, and the job sheet or work sheets to the FW representative prior to departure from the facility. All job sheets and work sheets shall be signed by the FW representative prior to departure from the FW site.
- I. Within 30 days of the waste being removed from the FW site, the Contractor shall submit to the FW applicable point of contact all completed and properly endorsed by the disposal site(s) authorized representative, final manifests.

2.7 Sampling and Testing, and Other Support Services

- A. Independent of the Contractor's QA team, FW may decide to perform other selected tests (such as a TOX or flammability test) to determine the exact nature of the hazardous waste stream at that facility. The Contractor shall assist in this classification effort, when requested, and recommend to FW which tests are advisable.
- B. FW will identify known hazardous wastes to the Contractor at each location to ensure the proper testing method is used. The Contractor shall recommend the least expensive and most time responsive test available to test for the presence or absence of hazardous wastes whenever possible.
- C. When FW cannot identify a waste, FW will label the drum/container as "unknown." FW will task the Contractor to assess, sample and analyze the unknown waste to determine how to properly dispose of the waste. The Contractor shall conduct the least expensive and most time responsive test available to test for the presence or absence of hazardous wastes whenever possible. All testing shall be performed in accordance with established EPA test methods including, but not limited to, EPA publication SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)".
- D. If the Contractor's laboratory results indicate results outside FW's expectations, the Contractor shall collect an additional sample and analyze to verify the results. Notify FW prior to

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sampling as FW may elect to be present during the sample collection and may obtain a split sample.

- E. FW will determine the frequency and type of tests required based on the type of hazardous wastes that may be generated at that site. The Contractor shall perform any additional testing as directed by FW.
- F. The Contractor's hazardous waste segregation and disposal facility receiving and processing any FW generated hazardous waste shipment must be capable of verifying that the manifest listing of each shipment is correct.
- G. If required, the "Toxicity Characteristic Leaching Procedure (TCLP test) shall be used to determine the identity/presence of unknown hazardous waste. This test is also called the EPA Test Method 1311.

2.8 Examples of Routine Quarterly Pickup at FW Facilities

An example of a typical, regularly scheduled quarterly removal and disposal service report is attached (See Attachment No. 4). The report is provided for informational purposes only and shall not be deemed to represent actual pickups during any awarded contract term.

2.9 Estimated Quantities

The quantities specified on the Bid Submission Form are provided for bidding purposes only and shall not be construed to represent an amount to which FW shall be obligated to purchase. The exact amounts ordered may be more or less subject to FW's actual needs. Bidder acknowledges and agrees that FW will only be responsible for the amounts actually purchased.

END OF SECTION 2

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SECTION 3

3. STANDARD TERMS AND CONDITIONS

3.1 Term of Contract

The term of the contract shall be from date of award through December 31, 2024, with four 1-year renewal options through December 31, 2028.

3.2 Annual Economic Price Adjustment

- A. Contractors may submit a request for a contract price increase once annually. Any annual increase in prices or rates shall be limited to the most recently published Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria (unadjusted for seasonal changes) for the 12-month period ending 90 days prior to the end of the then current contract year. The CPI-U for Washington-Arlington-Alexandria (unadjusted for seasonal changes) is the default index for the duration of the resultant contract.
- B. If the CPI-U for Washington-Arlington-Alexandria 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 or allowed. 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) on their Bid Submission Form. The specific BLS index identified by the Bidder on their Bid Submission Form will be used for the duration of the contract. If the substituted BLS index is discontinued by the BLS during any contract term, the Bidder may submit a request to the Procurement Contact to change the substituted BLS index to a different BLS index so as long as the newly substituted BLS index meets the requirements of this paragraph. If an alternate BLS index does not exist, or if the Contractor fails to request a change in the BLS index, the Contractor will automatically revert to the CPI-U for Washington-Arlington-Alexandria for the remainder of the contract terms.
- C. Any request for contract price increases must be submitted at least 60 days prior to the end of the then current contract year.
- D. Issuance of a written renewal document and/or purchase order for the optional years will constitute notice of renewal. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. 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.
- E. 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.
- F. By submission of a bid, Contractors agree and accept the terms of items A, B, C, D and E above for the duration of the contract.

3.3 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.

3.4 Drug-Free Workplace

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

3.5 Non-Discrimination by Contractor

CONTRACTOR covenants and agrees as follows:

- A. During the Term, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that CONTRACTOR is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- D. CONTRACTOR will include the provisions of the foregoing Sections 2.A, B. and C. in every subcontract, subconsultant agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

3.6 Non-Discrimination by FW

FW represents and warrants that it does not discriminate against faith-based organizations.

3.7 No Employment of Unauthorized Aliens

CONTRACTOR hereby covenants and agrees that it does not, and shall not during the term of the contract knowingly employ an unauthorized alien (as such term is defined in the Federal Immigration Reform and Control Act of 1986).

3.8 Payment to Subcontractors and Subconsultants

- A. Within seven days after receipt of each payment for services provided hereunder, CONTRACTOR shall:
 - 1. Pay each subcontractor and/or subconsultant an amount equal to the percentage of the Services attributable to such subcontractor or subconsultant; or
 - 2. Notify FW and each such subcontractor and/or subconsultant in writing of the intention to withhold all or part of the amounts due such subcontractor or subconsultant, and state the reason for such nonpayment.
- B. CONTRACTOR shall pay interest on amounts owed to any subcontractor and/or subconsultant which remain unpaid seven days after CONTRACTOR's receipt of payment for services provided hereunder, provided, however, that amounts owed any subcontractor and/or subconsultant which have been withheld properly pursuant to this Section, shall not accrue interest. Interest on amounts due any subcontractor and/or subconsultant and unpaid shall accrue at the rate of one-half of one percent (1%) per month; provided, however that CONTRACTOR's obligation to pay interest hereunder shall in no event be construed to be an obligation of FW. No contract modification shall be made, and no cost reimbursement claim shall be submitted, for purposes of reimbursement for the interest charge.

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CONTRACTOR shall include in each of its subcontracts a provision requiring each of its subcontractors and/or subconsultants to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor and/or subconsultant.

3.9 Authorization to Transact Business

CONTRACTOR hereby represents and warrants as follows: (a) it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law; and (b) it shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Agreement.

3.10 Right of Audit

CONTRACTOR covenants and agrees to retain all books, records and other documents (electronic or otherwise) relating to this contract (the "Project Records") for at least five years after final payment hereunder. Project Records will be deemed to exclude books, records and other documents if and to the extent they are protected by an attorney-client privilege. FW and its authorized agents (the "Auditing Parties") shall have full access to and the right to examine the Project Records upon written request at any time, and from time to time, during the term of this contract and for a period of five years thereafter. CONTRACTOR hereby covenants and agrees that within 10 days after it receives written notice from an Auditing Party, it will make the Project Documents available for inspection and copying by such Auding Party during CONTRACTOR's regular business hours, with copies being provided at a reasonable cost payable by the Auditing Party. Any failure on the part of CONTRACTOR to comply with the provisions of this Section will constitute a breach of the Contract and, regardless of whether such failure occurs during the term of the Contract, or within the five year period commencing on the date of final payment hereunder, will constitute sufficient grounds for debarment of CONTRACTOR. CONTRACTOR hereby agrees that it will pay and be responsible for all costs and expenses (including court costs and attorneys' fees) incurred by an Auditing Party in enforcing this provision.

3.11 Dispute Resolution Process

- A. Contractual claims, whether for money or for other relief, will be submitted in writing to FW not later than 60 days after final payment; provided however, that written notice of CONTRACTOR's intention to file such claim must:
1. be delivered to the attention of FW's Procurement Manager, at the address shown in the notice provisions of the MSA, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
 2. contain a reasonably detailed description of the basis of the claim.
- B. CONTRACTOR's failure to comply with the foregoing requirements will result in waiver of the claim. FW will make a written decision upon any such claim within 60 days after submittal of the claim. CONTRACTOR will not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless CONTRACTOR initiates legal action as provided in § 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in CONTRACTOR being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be CONTRACTOR's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Virginia Code has been established for contractual claims under this Contract.

3.12 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.

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3.13 Arrearage

By submitting a Bid in response to the original 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 the Contract awarded hereunder.

3.14 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.

3.15 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.

3.16 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
- D. 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.

3.17 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 FW Purchasing Contact. 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 Purchasing Contact.
- 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:

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- 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 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.

3.18 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.

3.19 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.

3.20 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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3.21 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.

3.22 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.

3.23 Formation of Contract

- A. The words "Contract" and "Purchase Order" are used interchangeably unless the context otherwise plainly requires. The documents comprising the Contract shall be accorded the following order of precedence:
1. Any Change Orders;
 2. All Purchase Orders;
 3. Any Addenda to the IFB;
 4. This IFB (including all Appendices and Attachments hereto); and
 5. The Bidder's completed Bid Tabulation Form (including any drawings and submittals).
- B. The contract to be entered into as a result of the original IFB shall be by and between the Bidder as Contractor and FW. It shall include the following items, which are listed in order of precedence:
1. The fully executed contract between the parties, or FW Purchase Order,
 2. The IFB and any Addenda to the IFB,
 3. The Bidder's response to the IFB (including any drawings and submittals), and
 4. All correspondence between the parties regarding this IFB.
- C. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

3.24 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.

3.25 Incorporation by Reference

This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a bid in response to this solicitation, all Bidders acknowledge the VPPA and agree to be bound by it. A copy of the 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>

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3.26 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.

3.27 Negotiation with Low Bidder

If the lowest bid submitted by a responsive and responsible bidder exceeds available funds for this procurement, then FW 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, FW will notify the Low Bidder verbally or in writing that its bid exceeds available funds and will schedule a conference with the Low Bidder, FW staff, and such advisors and consultants as FW 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 FW 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 FW), submit to FW 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. FW may conduct further negotiations with the Low Bidder or request additional clarifications or modifications. If the Low Bidder's proposed modifications are acceptable to FW and the associated contract price is within available funds, then FW may award a contract to the Low Bidder based upon the modified terms and conditions. If the proposed modifications are not acceptable to FW, or the associated price reductions are not within available funds, then FW will terminate negotiations and reject all bids.

3.28 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 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

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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).

3.29 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 Section 3.2 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.

3.30 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.
 - 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 Paragraph A.1 of this Section.
 - 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

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providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.31 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 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.

3.32 Precedence of Terms

These Standard Terms and Conditions shall apply in all instances and shall be incorporated into any resultant contract. In the event of a conflict between the Terms and Conditions referenced on a FW Purchase Order, the Standard Terms and Conditions shall prevail.

3.33 Price Firm Period

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

3.34 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.

3.35 Purchase and Sale Transaction

Any transaction for the purchase and sale of any Commodity shall be affected 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

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strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

3.36 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 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.

3.37 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.

3.38 Termination of Contract

A. For Cause.

1. 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.
2. 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 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.

3.39 Virginia Freedom of Information Act

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

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3.40 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.

3.41 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. A 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. FW 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 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
<i>For Construction Contracts:</i>	
◆ 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

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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.

3.42 Warranty

- A. In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all order placed and work performed under the resultant contract.
- B. If at any time, any contract item fails to conform to the bid/contract specifications, the Contractor shall, at no additional cost to FW, promptly replace the defective item. If the Contractor is unable to remedy such nonconformity during a time period consistent with the requirements, FW may undertake to remedy the nonconformity and in such case Contractor shall reimburse FW for any costs thereby incurred.
- C. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- D. Materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 12 months following date of final acceptance. Should any defect be noted by the FW, the Project Manager will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) FW does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to FW and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- E. Work not conforming to these warranties shall be considered defective.
- F. This warranty of materials and workmanship is separate and independent from, and in addition to, any of the contractor's other guarantees or obligations in this contract.

NOTE: Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

END OF SECTION 3

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ATTACHMENT 1 - BID SUBMISSION FORM

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL: _____

FAX: _____ FED ID #: _____

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (Fairfax Water reserves the right to determine in its sole discretion whether to allow such waiver).

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Per Section 3.2, Contractor chosen BLS Index:

If this line item is left blank, the applicable CPI-U for Washington-Arlington-Alexandria (unadjusted for seasonal changes) shall be the default index for the duration of the resultant contract.

Mandatory Submittals to be Submitted with the Bid Submission Form:

1. Per Section 1.6.A., this completed and properly endorsed Bid Submission Form
2. Per Section 1.6.B., Attachment 1A Bid Submission Form Pricing Sheet
3. Per Section 1.6.C., List of all Collection Facilities Used in the Performance of the Work.

• **PAYMENT TERMS:** _____ FW's minimum payment term is Net 30 days. All bids will be interpreted as Net 30 unless otherwise specified herein. By submitting an offer to sell in response to this solicitation, all bidders acknowledge and agree to this requirement.

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 on this Bid Submission Form, and that I am fully authorized to bind the firm to the specifications, terms, and conditions of this solicitation, as well as any addenda thereto.

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

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ATTACHMENT 2 – REFERENCES

BIDDER'S NAME: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

E-MAIL: _____

PHONE: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

E-MAIL: _____

PHONE: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

E-MAIL: _____

PHONE: _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Fairfax Water IFB 23-068 Attachment No. 4
Example of Typical Routine Quarterly Pickup

TASK - Feb 2023 Packing/Disposal

Date	Description	Manifest	Billing QTY	Billing UOM
5/12/2023	CHEMIST TIME (NORMAL RESPONSE) (PERFORM WASTE CHARACTERIZATION)		8	HR
5/12/2023	Chemist		8	HR
5/12/2023	Level D, Per Person		2	EA
5/12/2023	30 Gal Open Top Poly Drum, 1H2		3	EA
5/12/2023	5 Gallon Bucket w/Lid		9	EA
5/12/2023	15 Gal Open Top Poly Drum, 1H2		4	EA
5/12/2023	55 Gal Poly Drum, 1H2		3	EA
5/12/2023	Vermiculite 4 cuft		1	BAG
5/12/2023	Chemist OT		3	EA
5/12/2023	Truck and Operator OT		3	EA
5/16/2023	CHEMIST TIME (NORMAL RESPONSE) (PERFORM WASTE CHARACTERIZATION)		8	HR
5/16/2023	CHEMIST TIME (NORMAL RESPONSE) (PERFORM WASTE CHARACTERIZATION)		8	HR
5/16/2023	Level D, Per Person		2	EA
5/16/2023	30 Gal Open Top Poly Drum, 1H2		3	EA
5/16/2023	5 Gallon Bucket w/Lid		1	EA
5/16/2023	CFL bulbs	025283746JJK	1	EA
5/16/2023	Ozone vacu-vials	025283746JJK	1	EA
5/16/2023	Lead batteries	025283746JJK	1	EA
5/16/2023	straight light tubes	025283746JJK	1	EA
5/16/2023	HID bulbs	025283746JJK	92	EA
5/16/2023	Aerosols	025283746JJK	1	EA
5/16/2023	U tubes	025283746JJK	2	EA
5/16/2023	HAA waste	025283745JJK	1	EA
5/16/2023	Chlorine vials	025283745JJK	1	EA
5/16/2023	Non regulated loosepack	025283745JJK	1	EA
5/16/2023	Alkaline batteries	025283745JJK	1	EA
5/16/2023	Lead acid batteries	025283745JJK	1	EA
5/16/2023	Nicad batteries	025283745JJK	1	EA
5/16/2023	Lithium batteries	025283745JJK	1	EA
5/16/2023	Non pcb ballast	025283745JJK	1	EA
5/16/2023	Straight tubes	025283745JJK	6	EA
5/16/2023	Mixed bulbs	025283745JJK	1	EA
5/16/2023	Smoke detectors	025283745JJK	1	EA
5/16/2023	PCB ballast	025283745JJK	1	EA
5/16/2023	Sulfuric acid biodetector	025283745JJK	1	EA
5/16/2023	sodium hydroxide solution	025283745JJK	1	EA
5/16/2023	Ammonia vials w/ mercury	025283745JJK	1	EA
5/16/2023	Phosphate vials	025283745JJK	1	EA
5/16/2023	Chloroform labpack	025283745JJK	1	EA
5/16/2023	Caustic labpack	025283745JJK	1	EA
5/16/2023	Flammable, corrosive labpack	025283745JJK	1	EA
5/16/2023	Acid labpack		1	EA
5/16/2023	Manifest Fee		2	EA
5/16/2023	chemist OT		4.25	EA
5/16/2023	Truck OT		4.25	EA