

IFB 23-078
Furnish and Install Autotitrator Instrument and Accessories



MORIN BUILDING
8570 EXECUTIVE PARK AVENUE
FAIRFAX, VIRGINIA 22031

Invitation for Bids

Number: 23-078

Title: Furnish and Install Autotitrator Instrument and Accessories

Date Issued: November 03, 2023

Pre-Bid Meeting (Optional): 1:00 p.m., est., November 08, 2023

Deadline for Questions: 2:00 p.m., est., November 13, 2023

Bid Due Date: 2:00 p.m., est., November 28, 2023

IFB Delivery Location and Place of Bid Opening: Procurement Department
Fairfax Water
8570 Executive Park Avenue
Fairfax, Virginia 22031
E-mail To: lhankins@fairfaxwater.org

Procurement Contact: Laurie A. Hankins, CPPB
Procurement Specialist II
Phone: 703-289-6266
lhankins@fairfaxwater.org

Virtual Pre-Bid Meeting and Virtual Bid Opening Links on Next Page:

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Attendees may access the Virtual Pre-Bid Meeting using the following information:

Microsoft Teams meeting: 1:00 p.m., est., November 08, 2023

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 257 657 557 33

Passcode: z33GFC

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

Or call in (audio only)

[+1 571-348-5786,,839696348#](#) United States, Arlington

Phone Conference ID: 839 696 348#

Attendees may access the Virtual Bid Opening using the following information:

Microsoft Teams meeting: 2:00 p.m., est., November 28, 2023

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 227 463 142 844

Passcode: SnaYkL

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

Or call in (audio only)

[+1 571-348-5786,,449604662#](#) United States, Arlington

Phone Conference ID: 449 604 662#

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Bid Submission Form
Pricing Worksheet

Furnish and Install Autotitrator Instrument and Accessories**1. INTRODUCTION AND OBJECTIVE****1.1 Introduction**

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

1.2 Objective

The objective of this Invitation for Bids (IFB) is for the purchase and installation of one (1) Autotitrator Instrument complete with accessories as specified and defined in Section 3 herein:

2. 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. For purposes of this solicitation the term **Bid** has the same meaning as **Quote**.
- C. **Bidder** – for purposes of this solicitation, means any person submitting a response to this Request for Quote.
- 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. **Invitation to Bid (IFB) and Request for Quote (IFB)** – for purposes of this solicitation, these terms have the same meaning and refer to this solicitation.
- J. **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.
- K. **Owner** – Fairfax County Water Authority.
- L. **Project** – The term “Project” means the same as the phrase “the Work.”
- M. **Site 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.
- N. **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.

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- O. **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.

3. SPECIFICATIONS**3.1 Requirements**

Autotitrator Instrument and accessories must be capable of the following and to perform as specified and defined herein:

- a. The Instrument must be able to measure pH in the range of 0 to 14 pH units with an error of no greater than 0.1 pH unit in accordance with the requirements of Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 4500-H+ B. pH analysis must be temperature compensated.
- b. The system must have the ability to perform pH calibration using pH buffer standards 1.0, 4.0 and 7.0 as well as 4.0, 7.0 and 10.0.
- c. The Instrument must be able to analyze samples for Alkalinity in the range of 0 mg/L to 300 mg/L in accordance with the requirements of Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 2320B. The minimum resolution when performing Alkalinity analysis must be at least 0.1 mg/L as CaCO₃.
- d. The Instrument must be able to analyze samples for Total Hardness using a colorimetrically determined endpoint in accordance with the requirements of Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 2340C. The minimum resolution when performing Total Hardness analysis must be at least 0.1 mg CaCO₃/L.
- e. The Instrument must be able to analyze samples for Calcium Hardness using a colorimetrically determined endpoint in accordance with the requirements of Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 3500-Ca B. The minimum resolution when performing Calcium Hardness must be 0.1 mg CaCO₃/L.
- f. The Instrument must be able to analyze samples for Conductivity in accordance with the requirements of Standard Methods for the Examination of Water and Wastewater, 22nd Edition, 2510 B. The minimum resolution when performing Conductivity must be 0.1 μS/cm.
- g. The Instrument must be able to expand to perform additional analyses by ISE and/or potentiometric titration.
- h. The instrument must be able to fully automate analysis once samples have been loaded into the autosampler.
- i. The instrument must be able to fully automate addition of any titrants, buffers, and other reagents needed for sample standard calibration, sample preparation, and sample analysis.
- j. The autosampler must have minimum 30 positions with each position capable of holding a minimum of 100 mL sample plus added reagent and titrants, total sample load must accommodate approximately 200mL and have a means of sensing whether a beaker is in place in each specified position.

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- k. A specified means of stirring samples must be included with the autosampler. No manual stir bar addition is acceptable.
- l. A specified means of rinsing all hardware introduced to samples, such as probes, stirrer, and reagent tubes, shall be included with the autosampler.
- m. The instrument must have a means to evacuate sample to waste upon completion of analysis.

3.2 Examples

The following list of Mettler Toledo (MT) items are to be used for bid requirements as an **EXAMPLE ONLY**. Contractor must provide pricing on Excel Price Sheet (Attachment 2) complete with delivery, installation, and start up for **most recent version of functional equivalent or better** to perform required operations described in Section 3.1.

| Item | Description | Part # | Quantity Currently in Use | Unit of Measure |
|------|--|--------------|---------------------------|-----------------|
| 1 | MT- Excellence Titrator, T90 to include all necessary accessories, expandable to utilize additional titration, or dosing burettes (Must specify) | T90 | 1 | EA. |
| 2 | 10mL Burette (Used with 0.02N H ₂ SO ₄ (1) and Water Hardness Buffer (1)) | DV1010 | 2 | EA. |
| 3 | 20mL Burette (Used with EDTA Titrant) | DV1020 | 1 | EA. |
| 4 | Rondo 15 Sample Changer (One (1) sample changer with minimum total capacity of 30 places required) | RONDO15 | 2 | EA. |
| 5 | pH Electrode (DGi117 Water) | 51109506 | 1 | EA. |
| 6 | Conductivity Probe (INLAB 731) | 51344050 | 1 | EA. |
| 7 | Hardness Probe (DP5 Phototrode) | DP5 | 1 | EA. |
| 8 | Temperature Sensor DT1000 | 51109828 | 1 | EA. |
| 9 | SP250 Peristaltic Pump (Used for addition of Murexide Indicator (1), 1N Sodium Hydroxide (1), Waste (2)) | 51108016 | 4 | EA. |
| 10 | LabX Professional Software | 51106500 | 1 | EA. |
| 11 | Titration Dell Data System | Mettler TDCS | 1 | EA. |

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3.3 Installation and Training

Installation and training must be provided and performed by a technician authorized by the original equipment manufacturer (OEM)

3.4 Material Pricing and Associated Discounts and Trade in Offer, if Applicable

Bidders must complete and sign all Bid Submission Forms. Attachment 1 must be completed to list total offer extended on pricing for the items listed on Excel Price Sheet Attachment 2. In addition, an OPTIONAL trade in offer may be listed for equipment described in Section A below as well as a percentage discount off the list price as described in Section B below for all consumable items typically stocked for use with the instruments but not specifically listed on Attachment 2.

A. Instruments for Trade in Offer:

1. Mettler Toledo T90 and Peripherals (in service 2010)
2. Brinkmann (now Metrohm) 799 and Peripherals (in service 2003)

B. Optional Consumable Discount Offer:

If applicable, please provide percentage discount and number of months allowable after completion of installation on space provided on Bid Submission Form Attachment 1.

3.5 Estimated Quantities

The quantities specified herein are estimates and shall not be construed to represent an amount to which FW shall be obligated to purchase. The exact amounts ordered will be subject to FW's actual needs. Bidder acknowledges and agrees that FW will only be responsible for the amounts purchased.

3.6 Condition of Materials on Delivery

All materials shall be shipped FOB Destination. Contractor shall take every precaution to ensure against damage during transit. All materials shall be in new and undamaged condition upon delivery. Materials found damaged or otherwise unsuitable for use will be rejected. The supplier shall be responsible for replacing all rejected materials, including all additional shipping costs.

3.7 Instrument Delivery Location

Delivery shall be to FW Water Quality Laboratory located at 1295 Fred Morin Drive, Herndon, Virginia 20170.

3.8 Priority Customer

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

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public health and welfare. In the event of product shortages at any level of the production to delivery chain, Bidder agrees and affirms that FW will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the requirements of FW will be honored before items are provided to a customer with no obligations with regard to the public health and welfare. To the extent that contract items are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the materials will be allocated in a manner deemed to be fair and reasonable to all such clients.

3.9 Delivery & Installation

Instruments must be ready to ship and preparations for installation must be made immediately following notice of contract award. 110 Volt electrical outlets are available in the general vicinity of the instrument's location. If there are any further power requirements or additional installation requirements, the manufacturer must let designated FW Laboratory Contact know at least two (2) weeks prior to the time of installation. The manufacturer must completely install the instrument to include physical set-up as well as development of any methods and/ or instrument instructions necessary to operate the instrument so that it is optimized for analysis of source and finished water samples in accordance with all requirements of Standard Methods 22th Edition 2320B and 2510B. The instrument installation shall not be deemed complete until this is done and all instructions for operating the instrument per the manufacturer's recommendation have been provided to FW staff.

3.10 Computer Hardware & Software

A personal computer including a monitor and any computer hardware and software necessary to interface with the instrument, produce operation of the instrument, perform sample analysis, and generation of hard copy data to a networked printer must be included. The computer will be connected to Fairfax Water's network. In addition to meeting the functional equivalent requirement, the computer shall meet the following specifications to ensure compatibility with FW's network:

- a. Must run at least Windows 10 Enterprise Version 21H2 and be Windows 11 compatible.
- b. Dual Ethernet cards if the instrument connects to the PC via Ethernet card; if instrument does not connect to PC via Ethernet card then the computer must have one Ethernet card to connect to FW network.
- c. 24" or larger monitor
- d. Software must not conflict with any Microsoft Office products installed on the computer.
- e. Software must not conflict with HP Wolf and Symantec Endpoint Protection which will be installed on the computer.

3.11 Training

On-site training shall be at least two days facilitated by the service engineer or by a technical specialist immediately following set-up of the instrument for minimum five (5) FW employees.

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Training is not complete until all five (5) instrument users are comfortable with operation of the system. **Cost for training shall include all training materials and travel expenses.**

3.12 Warranty

In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

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.

The instrument and software shall have a minimum of one-year manufacturer warranty. Warranty shall be effective upon completion of startup. Warranty is to be with either the manufacturer or a service facility authorized by the manufacturer to perform warranty services. All costs for warranty service (including shipping and insurance) shall be included in the warranty and at no additional cost to FW.

4. INSTRUCTIONS TO BIDDERS

4.1 Questions and Communications

All contact between prospective Bidders and FW with respect to this solicitation will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and comments regarding the meaning or interpretation of any aspect of this solicitation must be submitted in writing to the Procurement Contact identified on the cover page to this solicitation and must be received on or before the deadline for submitting questions. Only written questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.

4.2 Instructions for Submitting Bids

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

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

| | |
|-----------------------|-----------|
| From: _____ | _____ |
| Name of Bidder | Due Date |
| _____ | _____ |
| Street | IFB No. |
| S A M P L E | _____ |
| _____ | _____ |
| City, State, Zip Code | IFB Title |

Attn: Buyer Name

4.3 Bid Submission Form Requirements

Attachments 1 and 2 comprise the entire Bid Submission Form. Each attachment Must be completed in full. Each Attachment must be signed by an agent who is fully authorized to bind the individual or organization submitting the offer to sell to the terms, conditions and specifications contained herein as well as any addenda to this solicitation. **All attachments must be clearly labeled with the Bidder’s Name, Company, Date, and signed in spaces provided on each sheet.**

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

NOTE: Only single bids will be considered. Do not submit bids for more than one instrument. Bids offering more than one model, or more than one variation of a model will be declared not responsive and the bid rejected.

4.4 Cancellation

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

4.5 Familiarity with Specifications

Each Bidder is responsible for thoroughly examining this solicitation in its entirety. Any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, shall be submitted in writing to the Procurement Contact prior to the deadline for questions identified on the cover sheet of this solicitation.

The submission of a Bid by the Bidder 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 they may have regarding the meaning or interpretation of this solicitation to Fairfax Water in the manner prescribed herein.

4.6 Exceptions/Additions

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Exceptions or additions to Section 3 SPECIFICATIONS in its entirety, or Section 5 CONTRACT TERMS AND CONDITIONS in its entirety, will not be permitted. Any questions or concerns regarding any part of this IFB shall be submitted in accordance with Section 4.1 of this solicitation. Bids containing any exceptions to Section 3 or Section 5 or submitting additional contract terms and conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after quote submission by the successful bidder will not be accepted.

4.7 Addenda to the IFB

FW reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids. If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an Addendum that will be provided to all prospective Bidders who are on record with FW as having received this solicitation. If, in the opinion of FW, the deadline for the submission of bids does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of FW. 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 quote 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 proposal.

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.

4.8 Late Bids

Bids or unsolicited amendments to bids arriving after the submission due date will not be considered.

4.9 Contract Award

Fairfax Water reserves the right to award a contract in the aggregate or by line item whichever is in the best interest of Fairfax Water. Contract award will be made to the lowest responsive and responsible bidder(s) based on qualification and total cost, whichever is in the best interest of Fairfax Water. 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.

4.10 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

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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.

4.11 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. The Contract including any Amendments or Change Orders;
 - 2. All Purchase Orders;
 - 3. Any Addenda to this IFB;
 - 4. This IFB (including all Appendices and Attachments hereto); and
 - 5. The Bidder’s completed Quote Submission Form (including any drawings and submittals).
- B. 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.

4.12 Unit Prices Prevail

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

5. CONTRACT TERMS AND CONDITIONS

5.1 Term of Contract

The term of the contract shall be for 12 months from date of award.

5.2 Anti-Discrimination

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

- A. During the performance of the contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion,

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sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

C. Fairfax Water does not discriminate against faith-based organizations on the basis of the organization's religious character, or impose conditions that (a) restrict the religious character of the faith-based organization, except as provided by law, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Changes / Change Orders

A. No verbal agreement or conversation with any officer, agent or employee of FW either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the purchasing contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Purchasing Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Manager.

Furnish and Install Autotitrator Instrument and Accessories**B. Changes can be made to the contract in any of the following ways:**

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. FW may order changes within the general scope of the contract at any time by Notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present FW with all vouchers and records of expenses incurred and savings realized. FW shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision 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.

5.7 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

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quality than the property damaged property, and all such work must be approved by FW Project Manager.

5.8 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.

5.9 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.

5.10 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.

5.11 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 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

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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.

- E. 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.

5.12 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. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- C. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult 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

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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 |

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 \$1,000,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor’s use of motor vehicles or other equipment and must cover both on-site and off-site operations.

G. Nothing contained herein will be deemed to operate as a waiver of FW’s sovereign immunity under the law.

5.13 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 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).

5.14 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by FW, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this IFB, nor of any power herein reserved to FW, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach.

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Failure of FW to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

5.15 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 subdivision 1.
4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

B. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

C. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

5.16 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

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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. **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.
- D. **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.
- E. **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.

5.17 Price Firm Period

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

5.18 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.

5.19 Termination of Contract

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

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

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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.

5.20 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.

5.21 Faith-Based Organizations

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

5.22 No Employment of Unauthorized Aliens

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

5.23 Severability

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.24 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or FW, the Contractor shall be duly licensed to provide the goods and services required to be delivered pursuant to this Contract.

Furnish and Install Autotitrator Instrument and Accessories**5.25 Authorization to Transact Business in Virginia**

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.

5.26 Right of Audit.

CONTRACTOR covenants and agrees to retain all books, records and other documents (electronic or otherwise) relating this MSA (the "Project Records") for at least five (5) 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 the 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 MSA and for a period of five (5) 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 Auditing 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 MSA and, regardless of whether such failure occurs during the term of the MSA, 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.

5.27 Drug-free Workplace to be Maintained by Contractor

During the performance of this contract, the 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.

5.28 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,

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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.

CONTRACTOR will include the provisions of the foregoing Sections (a), (b), and (c) in every subcontract, sub consulting agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

Payment to Subcontractors and Subconsultants. Within seven days after receipt of each payment for services provided hereunder, CONTRACTOR shall:

(a) pay each subcontractor and/or subconsultant an amount equal to the percentage of the Services attributable to such subcontractor or subconsultant; or

(b) 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.

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. 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.

5.29 Counterparts

This IFB and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

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5.30 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

5.31 Non-Waiver

No waiver of any provision of this IFB shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

5.32 Dispute Resolution Process

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:

- a. 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
- b. contain a reasonably detailed description of the basis of the claim.

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 IFB.

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**ATTACHMENT 1
BID SUBMISSION FORM**

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL: _____

FAX: _____ FED ID #: _____

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

Company Name

Identification Number

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

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PART 1 – MATERIAL PRICING: BIDDERS MUST ENTER EXTENDED PRICE FOR ITEMS LISTED ON ATTACHMENT 2.

| Item | Description | Extended Price from Attachment 2 |
|----------------------------------|---|----------------------------------|
| 1 | Autotitrator and Accessories (Total from Attachment 2, Item 1) | \$ |
| 2 | All Other Items (Total from Attachment 2, Items 2-10) | \$ |
| 3 | Complete Installation and Start Up | \$ |
| 4 | Training for Five Users | \$ |
| 5 | Subtract Total Trade in Offer from Attachment 2, Items 1-2 (IFB Section 3.2 A 1&2) | \$ |
| Bid Total Items 1-5 above | | \$ |

Percentage discount off list price for all items typically stocked for use with the instruments (Optional See Section 3.4 B). _____%. _____Months

* All bids are to be quoted as FOB Destination. All necessary costs, **including installation**, must be included in your bid submission. Failure to include the cost of shipping, handling, and installation will be interpreted as included in the unit price for each item. FW will not pay for shipping, handling, and installation charges not included in your bid.

PAYMENT TERMS: _____ All bids will be interpreted as Net 30 unless otherwise specified herein. FW’s minimum payment term is Net 30 days. 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: _____