

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**



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

**Invitation for Bids**

**Number:** IFB 24-003

**Title:** Sale of Metal for Recycling or Beneficial Use

**Date Issued:** January 19, 2024

**Pre-Bid Meeting (Optional):** 2:00 PM, EST, February 1, 2024

**Deadline for Questions:** 2:00 PM, EST, February 5, 2024

**Bid Due Date:** Prior to 2:00 PM, EST, February 22, 2024

**IFB Delivery Location and Place of Bid Opening:** Procurement Department  
Fairfax Water  
8570 Executive Park Avenue  
Fairfax, Virginia 22031  
E-mail To: [dgardner2@fairfaxwater.org](mailto:dgardner2@fairfaxwater.org)

**Procurement Contact:** Daniel W. Gardner, VCA  
Procurement Specialist I  
Telephone: (703) 289-6247  
E-Mail: [dgardner2@fairfaxwater.org](mailto:dgardner2@fairfaxwater.org)

**Virtual Pre-Bid Meeting and Virtual Bid Opening Links on Next Page.**

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

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

Microsoft Teams meeting: **2:00 p.m., est., February 1, 2024**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 248 863 913 329

Passcode: eYxjfZ

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**Or call in (audio only)**

[+1 571-348-5786,,588851351#](#) United States, Arlington

Phone Conference ID: 588 851 351#

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

Microsoft Teams meeting: **2:00 p.m., est., February 20, 2024**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 232 836 955 256

Passcode: oLZe9V

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**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

1.	SUMMARY INFORMATION AND SUBMISSION OF BIDS .....	1
1.1	<b>Introduction</b> .....	1
1.2	<b>Objective</b> .....	1
1.3	<b>Questions and Communications</b> .....	1
1.4	<b>Bid Opening and Instructions for Submitting Bids</b> .....	1
1.5	<b>Bid Submission Form</b> .....	2
1.6	<b>Proprietary Information</b> .....	2
1.7	<b>Addenda to the IFB</b> .....	3
1.8	<b>Receipt of Addenda</b> .....	3
1.9	<b>Late Bids</b> .....	3
1.10	<b>Contract Award</b> .....	3
1.11	<b>Public Notice of Award</b> .....	3
1.12	<b>Definitions</b> .....	4
1.13	<b>Term of Contract</b> .....	4
2.	SCOPE OF WORK .....	5
2.1	<b>Specifications</b> .....	5
2.2	<b>Estimated Quantities and Delivery Locations</b> .....	7
2.3	<b>Warranty</b> .....	7
2.4	<b>References</b> .....	7
2.5	<b>Insurance Claims against Bidder</b> .....	7
3.	STANDARD TERMS AND CONDITIONS.....	8
3.1	<b>Authorization to do Business in Virginia</b> .....	8
3.2	<b>Drug-Free Workplace</b> .....	8
3.3	<b>Non-Discrimination by CONTRACTOR</b> .....	8
3.4	<b>Non-Discrimination by FW</b> .....	8
3.5	<b>No Employment of Unauthorized Aliens</b> .....	9
3.6	<b>Payment to Subcontractors and Subconsultants</b> .....	9
3.7	<b>Authorization to Transact Business</b> .....	9
3.8	<b>Right of Audit</b> .....	9
3.9	<b>Dispute Resolution Process</b> .....	10
3.10	<b>Antitrust</b> .....	10
3.11	<b>Arrearage</b> .....	10
3.12	<b>Assignment of Interest</b> .....	11
3.13	<b>Cancellation</b> .....	11
3.14	<b>Compliance with Laws, Regulations and Codes</b> .....	11
3.15	<b>Contractor’s Responsibilities</b> .....	11
3.16	<b>Debarment Status</b> .....	11
3.17	<b>Duration of Bids</b> .....	12
3.18	<b>Ethics in Public Contracting</b> .....	12
3.19	<b>Examination of Records</b> .....	12
3.20	<b>Familiarity with Specifications</b> .....	12
3.21	<b>Formation of Contract</b> .....	13
3.22	<b>Governing Law; Venue; Waiver of Jury Trial</b> .....	13
3.23	<b>Incorporation by Reference</b> .....	13
3.24	<b>Indemnification and Responsibility for Claims and Liability</b> .....	14
3.25	<b>Precedence of Terms</b> .....	14
3.26	<b>Taxes</b> .....	14
3.27	<b>Termination of Contract</b> .....	14

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

<b>3.28</b>	<b>Virginia Freedom of Information Act</b> .....	15
<b>3.29</b>	<b>Warranty</b> .....	15
<b>3.30</b>	<b>Immigration Reform and Control Act of 1986</b> .....	16
<b>3.31</b>	<b>Insurance</b> .....	16
4.	<b>SPECIAL TERMS AND CONDITIONS</b> .....	18
<b>4.1</b>	<b>Contract Changes / Change Orders</b> .....	18
<b>4.2</b>	<b>Delays</b> .....	18
<b>4.3</b>	<b>Force Majeure</b> .....	19
<b>4.4</b>	<b>Roll-Off and Delivery</b> .....	19
<b>4.5</b>	<b>No Waiver or Estoppel</b> .....	20
<b>4.6</b>	<b>Pass- through Price Increases and Decreases</b> .....	20
<b>4.7</b>	<b>No Payment by FW To Contractor</b> .....	20
<b>4.8</b>	<b>Payment</b> .....	20
<b>4.9</b>	<b>Price and Title</b> .....	21
<b>4.10</b>	<b>Purchase and Sale Transaction</b> .....	21
<b>4.11</b>	<b>Rider Clause</b> .....	21
<b>4.12</b>	<b>Unit Price as a Percentage Prevails</b> .....	21

- ATTACHMENT 1      Bid Items**
  
- ATTACHMENT 2      Bid Submission Form**
  
- ATTACHMENT 3      References**

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**SECTION 1**

**1. SUMMARY INFORMATION AND SUBMISSION OF BIDS**

**1.1 Introduction**

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

**1.2 Objective**

The objective of this Invitation to Bid (IFB) is to sell metal to the public through competitive bidding on sale value using the American Metals Market (AMM) Scrap Iron and Steel Prices (Consumer Buying Prices), for the Philadelphia region, for a recycling beneficial use service from Fairfax Water locations as described in Section 2 herein, from a Contractor whose physical metal receiving and weighing address is within 60 minutes driving time from 8570 Executive Park Ave, Fairfax, VA 22031.

**1.3 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 via email to the Procurement Contact identified on the cover page of this solicitation and must be received prior to the deadline for submitting questions. Only emailed questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.

FW shall respond to all timely questions and comments that are properly submitted and are deemed to address a matter that is relevant and substantive in nature within a reasonable period of time, in the form of a written Addendum that will be transmitted to all prospective Bidders at the email furnished to FW for such purpose, and posted on the Fairfax Water website. 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 Bid Opening and Instructions for Submitting Bids**

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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

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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 <b>S A M P L E</b>	IFB No.
City, State, Zip Code	IFB Title

Attn: Daniel W. Gardner, VCA  
Procurement Specialist I

**1.5 Bid Submission Form**

Attachment 1, the Bid Items, and Attachment 2, the Bid Submission Form, and Attachment 3, References, must be completed, without alteration, on the form provided, and signed by an agent who is fully authorized to bind the individual or organization submitting the offer to sell, to the terms, conditions and specifications contained herein as well as any Addenda to this solicitation.

**1.6 Proprietary Information**

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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**1.7 Addenda to the IFB**

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

**1.8 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.

**1.9 Late Bids**

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

**1.10 Contract Award**

The contract award will be made to the lowest responsive and responsible bidder. Fairfax Water reserves the right to make a single award to the low aggregate bidder, or multiple awards based on the best combination of low bids, or to the lowest bidder for each item. 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.

**1.11 Public Notice of Award**

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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**1.12 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 Water Authority.
- K. **Project** – The term “Project” means the same as the phrase “the Work.”
- L. **Project Manager** – means FW employee assigned to this project for purposes of oversight of the project. The Project Manager is responsible for all aspects of the contract (excluding contract 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.

**1.13 Term of Contract**

- A. **Term:** The term of the contract shall be five years fixed from the contract effective date, with one optional renewal term for an additional five years fixed, at sole FW option. See Section 2.1 for allowance for the addition or deletion of pricing grades.

**END OF SECTION 1**

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**SECTION 2**

**2. SCOPE OF WORK**

**2.1 Specifications**

**A. Overview**

1. Fairfax Water is soliciting bids from qualified contractors within 60 minutes driving time from 8570 Executive Park Ave, Fairfax, VA 22031 to provide Fairfax Water with recycling or beneficial use services for special waste generated by certain departments. Special waste will include precious and semi-precious metals. Materials are generated by several Fairfax Water Divisions and locations, including Field Services, Chantilly, Newington, and Murray Warehouse's, and Corbalis and Griffith Treatment Plant's. The Contractor shall provide labor, equipment (including collection bins), and supplies necessary to collect, package, transport, and process the materials further described below. From time to time, FW may deliver scrap metal to Contractor instead of calling Contractor for a roll-off. Some facilities will not generate all the materials listed. The Contractor shall only be required to collect the materials generated at each facility, as requested by Fairfax Water Warehouse Supervisor. The intent of any awarded contract is to recycle special waste as requested. The Contractor shall make every effort to recycle Fairfax Water's materials to the maximum extent possible.
2. If mutually agreeable, scrap metal pricing grades may be added/deleted, during each contract renewal cycle via Contract Amendment.

**B. Compliance With Standards**

1. The Contractor shall provide the requested recycling and/or material treatment/disposal services according to industry best management practices to reuse, recycle, or properly dispose of materials in accordance with all applicable federal, state, and local regulations.
2. The Contractor shall ensure that all employees are properly trained according to federal, state, and local laws and regulations with respect to the material they are handling. If, at any time Fairfax Water Contract Administrator/Designee determines that proper safety measures are not being employed, the Contractor will be stopped from working, without any liability upon Fairfax Water, and can resume work only at such time as conditions are remedied to the satisfaction of Fairfax Water Contract Administrator or other Fairfax Water designee.
3. The Contractor shall provide FW with contact information (name, title, address, phone, cell phone, and email) for the local operations supervisor.
4. The Contractor shall respond to FW Surplus Order by collecting or receiving in full within forty-eight (48) hours (2 FW working days) of receipt of the FW Surplus Order. Collections shall be made during FW Warehouse or Plant hours. Other hours may be made if agreed to by both parties.
5. The Contractor shall provide a receipt for each load of materials removed from FW property to an FW employee who independently observes Contractor weighing at Contractor weighing

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

property. Receipt shall indicate the date, time, facility, and the quantity and type of materials removed, whether precious, semi-precious or otherwise. All records shall accurately portray the described materials removed from FW locations, which shall also be included with the receipt. Receipts submitted without a signature of independent observation by an FW employee shall not be processed by the Contractor. Failure to comply with this provision may result in contract termination.

6. The Contractor assumes ownership, control and responsibility of all materials removed from FW facilities at the point in which the materials are loaded into the Contractor (or subcontractor's) collection vehicle.
7. The Contractor is responsible for all spills and discharges from its collection vehicles and equipment while performing. Contractor personnel shall promptly take the appropriate actions to contain spills (hydraulic fluid, fuel, recyclable materials, etc.).

**C. Roll-Off Requirements**

1. The following specifications represent minimum Contractor roll-off capacity requirements.

<b>Chantilly Warehouse</b>		
<b>How many bins located on-site?</b>	<b>How often are bins emptied?</b>	<b>Type of Material</b>
2	As-Requested by FW Employee	Brass, Steel, Aluminum, Copper, Cast, Iron, Misc.
<b>Address: 4400 Henninger Court, Chantilly VA 20151</b>		

<b>Newington Warehouse</b>		
<b>How many bins located on-site?</b>	<b>How often are bins emptied?</b>	<b>Type of Material</b>
2	As-Requested by FW Employee	Metal, Cast, Copper and Brass
<b>Address: 8001 Cinder Bed Road, Lorton VA 22079</b>		

<b>Murray (Central) Warehouse</b>		
<b>How many bins located on-site?</b>	<b>How often are bins emptied?</b>	<b>Type of Material</b>
2	As-Requested by FW Employee	Cast, Brass, Steel, Aluminum, Copper, Cast, and Iron
<b>Address: 2926 Industry Lane, Merrifield VA 22031</b>		

<b>Griffith Treatment Plant</b>		
<b>How many bins located on-site?</b>	<b>How often are bins emptied?</b>	<b>Type of Material</b>
2	As-Requested by FW Employee	Copper, Brass, and Metal Wire
<b>Address: 9604 Ox Road, Lorton VA 22079</b>		

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

<b>Corbalis Treatment Plant</b>		
<b>How many bins located on-site?</b>	<b>How often are bins emptied?</b>	<b>Type of Material</b>
2	As-Requested by FW Employee	Copper, Brass, and Metal Wire
<b>Address: 1295 Fred Morin Drive, Herndon, VA 20170</b>		

**2.2 Estimated Quantities and Delivery Locations**

The quantities specified herein are estimates based upon past usage and projected demand for the next contract year and shall not be construed to represent an amount which FW shall be obligated to exercise. The exact roll off amounts may be more or less, and shall be subject to FW’s actual needs. The bidder acknowledges and agrees that FW will only be responsible for the amounts actually exercised. From time to time, FW may deliver scrap metal to Contractor instead of calling Contractor for a roll-off.

**2.3 Warranty**

If at any time, any contract item fails to be performed by Contractor, the Contractor shall, at additional cost to Contractor, promptly cure the failure to perform. If the Contractor is unable to remedy such nonperformance during a time period consistent with the requirements, FW may undertake to remedy the performance and, in such case, Contractor shall reimburse FW for any costs thereby incurred.

**2.4 References**

Each Bidder shall submit with its Bid, three references (See Attachment 3 – References) for a similar scope of work. References shall be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period.

**2.5 Insurance Claims against Bidder**

In addition to the mandatory insurance requirements listed in Subsection 3.45 (Insurance Requirements) and at the request of FW, the apparent low bidder shall submit a list of all insurance claims made against it within the past 12 months. Failure to include this information within ten calendar days of request by FW may result in rejection of your bid.

**END OF SECTION 2**

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**SECTION 3**

**3. STANDARD TERMS AND CONDITIONS**

**3.1 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.

**3.2 Drug-Free Workplace**

During the term of the MSA, 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.

**3.3 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.

CONTRACTOR will include the provisions of the foregoing Sections 2(a), (b), and (c) in every subcontract, subconsulting agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

**3.4 Non-Discrimination by FW**

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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**3.5 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).

**3.6 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.

**3.7 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.

**3.8 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 Auding

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

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.

**3.9 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 a 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 MSA.

**3.10 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.

**3.11 Arrearage**

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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**3.12 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.

**3.13 Cancellation**

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

**3.14 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.

**3.15 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.

**3.16 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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

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.

**3.17 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.

**3.18 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.

**3.19 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.

**3.20 Familiarity with Specifications**

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

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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**3.21 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 Amendment;
  2. Any Addenda to the IFB;
  3. This IFB (including all Appendices and Attachments hereto); and
  4. The Bidder’s completed Bid Tabulation Form (including any drawings and submittals).
- B. The contract to be entered into as a result of this 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, ,
  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.

**3.22 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.

**3.23 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>

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**3.24 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.

**3.25 Precedence of Terms**

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

**3.26 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.

**3.27 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

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

(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.

**3.28 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.

**3.29 Warranty**

- A. 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.
- B. 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.
- C. Work not conforming to these warranties shall be considered defective.
- D. 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.

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

- A. 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.

**3.30 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.

**3.31 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

**IFB 24-003**

**Sale of Metal for Recycling or Beneficial Use**

2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000
For Construction Contracts:	
◆ Directors & Officers – Errors & Omissions	\$2,000,000

F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.

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

**END OF SECTION 3**

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**SECTION 4**

**4. SPECIAL TERMS AND CONDITIONS**

**4.1 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 Procurement Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Manager.
- B. Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. FW may order changes within the general scope of the contract at any time by written 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 roll-off or receipt of drop-off, and the place of roll-off bins. 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.

**4.2 Delays**

- A. By the Contractor: After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such a declaration is made, FW reserves the unilateral right to cure the default by any means available to FW, including (but not limited to) liquidated damages, redeeming the Contractor's Performance Bond (or other security as agreed to by FW prior to contract

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

award); and to recover any additional costs, lost funds and/or related expenses. This is not a limitation of FW's legal rights to recover damages due to Contractor default in any other way.

- B. By FW: The Contractor shall not be responsible for delays caused by FW, its agents, or other Contractors. To the extent that the Contractor is unable to proceed due to the actions or inactions of FW, its agents, employees or other Contractors, the Contractor shall be granted an extension to the Service schedule equal to the documented amount of time the Contractor was prevented from performing work. The Contractor shall not be eligible for damages as a result of FW delays.

**4.3 Force Majeure**

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

**4.4 Roll-Off and Delivery**

In the case of solicitations that require Roll-Off from FW and/or delivery to Contractor:

- A. By submitting a bid in response to this solicitation, the Bidder guarantees roll-off of contract items within or receipt of delivery of contract items within the timeframe specified herein or as indicated in the bidders bid submission form. Failure to perform such roll-off or receipt of delivery to Contractor within the time specified, or as amended in writing by FW, 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. Roll-off must be made by within the 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 Roll-off schedule may result in damages to FW. The Contractor is liable for any and all costs incurred by FW due to such failures.
- C. Homeland Security Advisory System: If the Homeland Security Advisor System places the water / waste water industry in Codes Orange or Red, all Roll-offs shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested by the plant. As each Roll-off leaves the Contractor's yard, the Warehouse or Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before Roll-off is allowed on site. Failure to follow these procedures may result in a refusal of the Roll-off at the Contractor's risk and expense.

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**4.5 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 received 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 Roll-offs performed or deliveries received by Contractor, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Service or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any underpayment made to FW 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).

**4.6 Pass- through Price Increases and Decreases**

For this five-year fixed Contract:

- A. Increases: FW does not recognize requests by the Contractor to allow "pass-through" price increases. Instead, the Bid Form related to this Contract allows for Contractor price bidding fixed as a percentage of the AMM index. FW will not allow price increases or decreases by negotiation.
- B. Decreases: FW will not require from the Contractor price decreases typically following changing market conditions after "pass-through" price increases. Instead, the Bid Form related to this Contract allows for Contractor price bidding fixed as a percentage of the AMM index. FW will not allow price increases or decreases by negotiation.
- C. Pricing by the AMM index shall be a responsibility of the Contractor.

**4.7 No Payment by FW To Contractor**

- A. No payments will be made by FW to the Contractor.

**4.8 Payment**

- A. Surplus Orders: All FW Surplus Orders are to be sent directly to Contractor by e-mail. Surplus Orders shall include the FW Contract number.
- B. Terms: All Contractor payments to FW will be Net 30 from the date of Contractor receipt of metal at Contractor premises.

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

- C. Receipts: The Contractor shall submit receipts for metal received, rolled-off and accepted, with original receipt in-person to the FW employee who independently verified weighing at time of Contractor acceptance, and with a scanned copy of the original receipt directly to the Finance Department, to the attention of Accounts Payable, by email. Receipts shall show FW contract number, shall include proof of the then current AMM index average monthly price, and are subject to review and approval by FW.
- D. Default: If the Contractor is declared to be in default, FW will be eligible for full and immediate payment for all FW invoices sent to the Contractor.

**4.9 Price and Title**

All prices are for Commodities picked up F.O.B. Origin or F.O.B. Destination upon FW delivery to Contractor and shall represent the entire price to FW. Title for such Commodities shall pass to Contractor upon receipt and acceptance at pick-up from a FW location or upon delivery at the Contractor's designated facility.

**4.10 Purchase and Sale Transaction**

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

**4.11 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 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.

**4.12 Unit Price as a Percentage Prevails**

In the event that there is a mathematical error on the summary sheet, the unit price as a percentage of the AMM index for each item shall prevail. All prices paid by Contractor to FW specified in this solicitation shall be shown on the attached bid form. Line items left blank will be interpreted as of no value or benefit to FW.

**END OF SECTION 4**

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**ATTACHMENT 1: BID ITEMS**

Scrap Metal Recycling and Disposal (Collection and Drop-off) Payment Requirements:

Bidders shall bid “a percent” of the published AMM index price as described below to be paid to FW for scrap metal according to two schedules: Schedule 1 shall be removed from FW roll-off locations designated in Bid Item No. 1, and Schedule 2 will be delivered by FW to Bidder, for which FW will expect a larger bid. The number entered in the bid form shall be a percentage of the stated index; for example, a Bidder may bid 50% in order to bid half the AMM index price as a price to be paid to FW by the Bidder. Continuing the example, if the AMM index price were \$10.00 per unit for a then current monthly average published price at the time of an FW Surplus Order, and a Bidder bid 50%, the Bidder would have a contracted fixed price to pay \$5.00 per unit to FW for that surplus order. Lastly in this example, if during the five-year fixed contract, the AMM index pricing were to decrease from \$10.00 to \$5.00 in the then current monthly average published price at the time of an FW Surplus Order, and a bidder had bid 50% and, the Bidder would have a contracted fixed price to pay \$2.50 per unit to FW. If no amounts are paid to FW for removal of materials, you must indicate “No Charge (NC)”. No money will be paid to the Contractor for this service under the awarded Contract.

1. Schedule 1: Payment to FW for scrap metal collected at Fairfax Water roll-off locations, designated in Bid Item No. 1, shall be calculated utilizing the current AMM publication (current publication in effect at the time of collection) monthly average published price for “shredded auto scrap” grade as shown in the North America Ferrous Scrap, Shredded auto scrap assessment, ISRI Code: 211, an index formerly known as the American Metals Market (AMM) Scrap Iron and Steel Prices (Consumer Buying Prices), for the Philadelphia region. Bidders shall purchase at Bidders expense access to the AMM data through FastMarkets for Metals and mining market participants. In the event that the commodity is unlisted by the AMM, FW and the Contractor shall mutually agree on an alternate published index.
2. Schedule 2: Payment to FW for all other ferrous or nonferrous scrap metal delivered to the Contractor’s facility by FW shall be based on a percentage most recent published AMM publication (current publication in effect at the time of delivery), monthly average published price for “shredded auto scrap” grade as shown in the North America Ferrous Scrap, Shredded auto scrap assessment, ISRI Code: 211, an index formerly known as the American Metals Market (AMM) Scrap Iron and Steel Prices (Consumer Buying Prices), for the Philadelphia region. Bidders shall purchase at Bidders expense access to the AMM data through FastMarkets for Metals and mining market participants. In the event that the commodity is unlisted by the AMM, FW and the Contractor shall mutually agree on an alternate published index.
3. Questions regarding the grade of scrap metal being delivered shall be resolved using the current edition of the ISRI Scrap Specification Circular. The Scrap Specifications Circular provides guidelines for buying and selling a variety of processed scrap commodities, including ferrous, nonferrous, paper, plastics, electronics, rubber, and glass. The Institute of Scrap Recycling Industries, Inc. is located at 1250 H Street, NW Suite 400 Washington, DC 20005.
4. Bidders shall bid “a percent” of the published AMM index price as described above to be paid to FW for scrap metal.
5. The terms “Shredded Auto Scrap” is being used as an index only, and it is not necessarily descriptive of the ferrous and nonferrous scrap metal being sold.

**IFB 24-003**  
**Sale of Metal for Recycling or Beneficial Use**

**ATTACHMENT 1: BID ITEMS**

<b>Schedules of Sale of Metal</b>	<b>Percent Paid of AMM Index</b>	<b>EST Quantity Metric Tons per Year</b>	<b>Bid Total (Percentage Paid x Est Quantity)</b>
Schedule 1: Payment for Scrap Metal Collected from FW locations by Contractor	% ____ of North America Ferrous Scrap, Shredded auto scrap, for the Philadelphia region.	256	\$ _____
Schedule 2.a: Payment for Mixed Scrap Metal Delivered to Contractor by FW	% ____ of North America Ferrous Scrap, Shredded auto scrap, for the Philadelphia region.	256	\$ _____
Schedule 2.b: Payment for Specific Grades of Scrap Metal Delivered to Contractor by FW	% ____ of AMM ALL other grades of listed scrap metal for North America region.	256	\$ _____
<b>Bid Total</b>			\$ _____

<b>Physical Metal Weighing and Receiving Address</b>	
Bidder Address:  _____	Driving Time in Minutes from 8570 Executive Park Ave, Fairfax, VA 22031 to Bidder Address:  _____

**IFB # 23-061**  
**ATTACHMENT 2**  
**BID SUBMISSION FORM**

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

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

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

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

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:

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

All bidders must specify the following information:

\* All bids are to be quoted as FOB Origin. Include all necessary costs in your bid submission (see above). FW will not pay Contractor for this revenue contract.

- **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 buy 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 below and I am fully authorized to bind the firm to the terms, conditions and specifications of this solicitation, as well as any addenda thereto.

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

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

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

**ATTACHMENT 3  
REFERENCES**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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