



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

## **INVITATION FOR BIDS**

**Number:** IFB 24-274

**Requirement:** Furnish and Deliver Ultrasonic and Hydrant Meters

**Date Issued:** October 24, 2024

**Optional Virtual Pre-Bid Conference:** October 28, 2024  
9:30 AM Local Prevailing Time

**Deadline for Questions:** October 29, 2024  
Prior to 2:00 PM Local Prevailing Time

**Bid Due Date:** November 4, 2024  
Prior to 2:00 PM Local Prevailing Time

**Bids to be Delivered to:** Procurement Department  
Fairfax Water  
8570 Executive Park Avenue  
Fairfax, Virginia 22031

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

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SECTION 1

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

**1.1 Introduction**

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

**1.2 Objective**

The objective of this Invitation for Bid (IFB) is to award an annual requirements Contract for the furnishment and delivery of ultrasonic and hydrant meters outlined in Section 2.0, Specifications & Scope of Work.

It is the intention of FW to restrict Bidders to the specific brands, makes and manufacturer part numbers as outlined in the Fairfax Water Approved Products List (APL).

**1.3 Cancellation**

FW may cancel this solicitation at any time and for any reason prior to Contract Award.

**1.4 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 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 FW in the manner prescribed herein.

**1.5 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 may 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 shall be posted on the FW Procurement Department website. It is the responsibility of each Bidder to access this information. 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.

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**1.6 Optional Virtual Pre-Bid Conference**

- A. A non-mandatory virtual pre-Bid Conference will be held on October 16, 2024, at 9:30 AM Local Prevailing Time.
- B. The purpose of this conference is to provide an overview of the scope of work and project requirements.
- C. Prospective Bidders attending the virtual pre-Bid conference are encouraged to have a copy of the IFB with them.
- D. Questions and comments regarding the virtual pre-Bid conference must be submitted in writing to the Procurement Contact prior to October 15, 2024, at 5:00 PM Local Prevailing Time.
- E. Interested parties may attend the Optional Virtual Pre-Bid Conference from the following Microsoft Teams link:

**Microsoft Teams**

[Join the meeting now](#)

Meeting ID: 263 507 567 354

Passcode: Xfx66r

**Dial in by phone**

[+1 571-348-5786,,392873755#](#) United States, Lorton

[Find a local number](#)

**Phone conference ID: 392 873 755#**

**1.7 Bid Opening and Instructions for Submitting Bids**

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

Interested parties may attend the Bid opening virtually from the following Microsoft Teams link:

**Microsoft Teams**

[Join the meeting now](#)

Meeting ID: 241 162 046 251

Passcode: Nnjtgv

**Dial in by phone**

[+1 571-348-5786,,140446095#](#) United States, Lorton

[Find a local number](#)

**Phone conference ID: 140 446 095#**

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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.
_____	_____
City, State, Zip Code	IFB Title

S A M P L E

Attn: Daniel W. Gardner  
Procurement Specialist I

**1.8 Bid Submission Form**

Attachment 1 Bid Submission Form must be completed and signed by an agent who is fully authorized to bind the individual or organization submitting the offer to sell, to the terms, conditions and Specifications contained herein as well as any addenda to this solicitation.

**1.9 References**

Attachment 2 References must be submitted with its Bid. 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 term of the Contract.

**1.10 Pricing Schedule**

Attachment 3 Pricing Schedule must be submitted as specified in Attachment 1 Bid Submission Form.

**1.11 Proprietary Information**

A. Except as provided herein or as otherwise set forth in §2.2-4342 of the Virginia Public Procurement Act (Va. Code Ann. §2.2-4300 *et seq.*, the “Act”), all proceedings, records, contracts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 *et seq.*, the “Virginia FOIA”).

B. A Bidder, Offeror or Contractor shall have the right to identify data or other materials submitted in connection with this procurement as trade secrets or proprietary information, which shall not be subject to inspection pursuant to either §2.2-4342 of the Act or the Virginia FOIA, by submitting to FW prior to or at the time of submission of its proposal or Bid a separate, written Notice on its letterhead stationery setting forth the following: (i) a statement indicating that the Bidder, Offeror, or Contractor wishes to invoke the protections of this section; (ii) an identification of the data or other materials for which protection is sought; and (iii) a statement with regard to why protection is necessary.

**1.12 Addenda to the IFB**

A. FW reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids. If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an Addendum 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

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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 Procurement 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 Bid.

### 1.13 Receipt of Addenda

Acknowledge receipt of each addendum by signing it and submitting it by the Bid deadline. Failure to return a signed addendum may result in a Bid being determined non-responsive.

### 1.14 Late Bids

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

### 1.15 Public Notice of Award

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

### 1.16 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 Officer 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. **Delivery Date** – means the date, or days after receipt of order (ARO), stated on the Purchase Order by which FW must have received the Meter(s).
- H. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- I. **FW** – means FW. The terms Owner and FW have the same meaning.
- J. **Notice** – The term “Notice” or the requirement to notify means a written communication delivered in person, by facsimile, email, 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** – FW Authority.
- L. **Project** – The term “Project” means the same as the phrase “the Work.”
- M. **Project Officer** – means FW employee assigned to this project for purposes of oversight of the project. The Project Officer 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.

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- 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.
- 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.

### 1.17 Contract Award

- A. FW anticipates awarding a minimum of one Contract as a result of this IFB. Any award, if made, will be made to the Bidder who is the lowest responsible Bidder submitting the lowest responsive Bid on the total price for each Bid Item.
- B. Any secondary and subsequent award, if made, will be made to the next lowest responsible Bidder submitting the next lowest responsive Bid for a secondary and subsequent Contractor for each Bid Item. See Section 3.32 - Contractor Selection and Award of Individual Contracts; Ordering Procedures.
- C. Whenever the lowest responsive and responsible Bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

### 1.18 Term of Contract

The initial term of any resulting Contract shall commence on the date the Contract is fully executed by FW and expiring on the last day of the twelfth (12th) month following execution of the Contract by FW (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents. This Contract may be renewed for a term not to exceed one (1) year (‘Renewal Contract Term’) by written Notice given by FW at any time prior to thirty (30) days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of FW has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. FW, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four additional one-year periods at the same terms and conditions.

### 1.19 Annual Economic Price Adjustment

- A. Contractors may submit a request for a contract price increase once annually. Any annual increase in prices or rates shall be limited to the most recently published Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria (unadjusted for seasonal changes) for the 12-month period ending 90 days prior to the end of the then current contract year. The CPI-U for Washington-Arlington-Alexandria (unadjusted for seasonal changes) is the default index for the duration of any resultant contract.
- B. If the CPI-U for Washington-Arlington-Alexandria is not the appropriate index for the item(s) being bid, the Bidder may substitute any other single BLS price index (e.g., Producer Price Index – metals) providing that the substitute price index constitutes the greatest component of the contract item. Multiple price indexes will not be considered or allowed. Bidder must specify in

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the Bid Submission Form the specific BLS Group and BLS Item that is to be used on their Bid Submission Form. The specific BLS index identified by the Bidder on their Bid Submission Form will be used for the duration of the contract. If the substituted BLS index is discontinued by the BLS during any contract term, the Bidder may submit a request to the Procurement Contact to change the substituted BLS index to a different BLS index so as long as the newly substituted BLS index meets the requirements of this paragraph. If an alternate BLS index does not exist, or if the Contractor fails to request a change in the BLS index, the Contractor will automatically revert to the CPI-U for Washington-Arlington-Alexandria for the remainder of the contract terms.

### 1.20 Authorization to Transact 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.

### 1.21 Brand Names

In the case of Bids specifying brand names or models:

- A. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that FW, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Each Bidder is responsible to clearly identify the product being offered (by manufacturer's name, model, part number, etc.) and to provide sufficient descriptive literature, catalog cuts and technical detail to enable FW to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring an offer non-responsive. Unless the Bidder clearly indicates that the product offered is an "equal" product, such Bid will be considered to offer the brand name product specified in this solicitation.
- B. For purposes of this solicitation and any contract that may result here from, FW's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall signify only that such manufacturers and/or suppliers previously have submitted work samples or the like to FW which satisfied FW's requirements. FW's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall in no event be deemed or construed to be a representation or warranty on the part of FW of any such manufacturer's or supplier's capability or capacity (in terms of financial wherewithal, personnel and equipment availability, managerial ability or otherwise) of performing any of the requirements of this solicitation in accordance with the terms and conditions hereof. Each Bidder shall conduct such independent investigation into the qualifications, experience and abilities of its selected manufacturers and suppliers as it deems appropriate under the circumstances.

### 1.22 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

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thereof from submitting a Bid or proposal in connection with any procurement project and that it is not an agent of any person or entity that currently is so debarred.

### 1.23 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 following the procedures of § 2.2-4330.

### 1.24 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 Procurement 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>

### 1.25 Negotiation With Low Bidder

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

### 1.26 Unit Prices Prevail

In the event that there is a mathematical error on the summary sheet, the unit price for each item shall prevail. All costs to provide the goods and/or services specified in this solicitation shall be shown on the Attachment 3 – Pricing Schedule. Line items left blank will be interpreted as no cost to FW.

**END OF SECTION 1**

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**SECTION 2**

**2 SPECIFICATIONS & SCOPE OF WORK**

**2.1 Overview**

- A. FW is soliciting for Cold Water Ultrasonic-Solid State Meters and 3” Hydrant Meters complete with necessary accessories as required by Contract Documents and intended for use in a potable water system. All meters shall be newly manufactured.
- B. The new meters shall comply with reference standards. All products shall comply with applicable provisions of the following, except as otherwise required by Contract Documents:
  - 1. ANSI/AWWA C-700 or most recent edition.
  - 2. ANSI/NSF 372 Drinking Water System Components – Lead Content (components in contact with potable water).
  - 3. ANSI/ AWWA C715-18 or most recent edition, American National Standard for Cold Water Meters Ultrasonic-Solid State Meters.
  - 4. NSF/ANSI 61 - Drinking Water System Components - Health Effects.
  - 5. Public Law 111-380, Reduction of Lead in Drinking Water Act.

**2.2 Summary – 1-1/2” through 8” Meters**

Sections 2.3 through 2.6 include: Manufacturing requirements for ultrasonic meters complete with necessary accessories as required by Contract documents and intended for use in a potable water system. Ultrasonic meters shall be newly manufactured. Only meters featuring ultrasonic solid-state metrology will be accepted because of enhanced low flow accuracy performance and extended accuracy over meter life.

**2.3 Water Meter Standards**

- A. All products shall comply with applicable provisions of the following, except as otherwise required by Contract Documents:
  - 1. ANSI/AWWA C715, or most recent edition, Standard for Transit-Time Meters.
  - 2. NSF/ANSI 61.

**2.4 Water Meter Approved Products**

Approved Manufacturers and Models:

- 1. Badger - E-Series Ultrasonic, 1 ½” – 8”
- 2. Master Meter - Octave, 1 ½” – 8”
- 3. Neptune - Mach-10, 1 ½” – 8”

**2.5 ID Markings**

- A. The size, model and direction of flow through the meter shall be marked permanently on the outer case.

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- B. The manufacturer name and 8-digit serial number shall be imprinted on each register lid and outer case. The first 2 digits of the serial number shall indicate the year of manufacturer, or the manufacturer shall provide a list of serial numbers that indicate the date of manufacturer of each meter.
- C. Each meter shall include a serialized bar-coded tag or sticker.

### 2.6 Hydrant Meter Requirements

- A. Design specifications of Hydrant Meters shall be as follows:
  - 1. FW requires that all water meters submitted in this Bid shall be compliant with NSF/ANSI 61, Annex G and Annex F. Meters shall be made of “lead free” alloy as defined by NSF/ANSI 61, Annex G and Annex F. Brass water meters shall comply with the Safe Water Drinking Act, and the U.S. Environmental Protection Agency.
  - 2. The Bidder shall provide certification from an independent third party testing organization that the products submitted meet NSF/ANSI Standard 61, Annexes F & G.
  - 3. Only magnetic driven, sealed register, turbine measuring element, designed for cold water measurement in one direction are acceptable.
  - 4. The size, model and direction of flow through the meter shall be marked permanently on the outer case. Size shall be 3-inch meter intake, with 2” gate valve and 2” check valve at outtake (if not already integral to meter) shall be assembled to meter. Hose couplings shall be 2 ½” -7 ½” Nh standard inlet and outlet connections.
  - 5. Length of the Hydrant Meters shall conform to AWWA Standard C-700 as most recently revised.
  - 6. Cases shall have an aluminum maincase and include a balanced carrying handle. The manufacturer’s serial number shall be permanently affixed to the main case to aid in identification and shall be visible so that it can be read from directly above the water meter. The first two digits of the serial number shall correspond to the year the meter was manufactured.
  - 7. All meters shall be equipped with a corrosion resistant strainer, with an effective straining area of at least twice the bore diameter, which can be easily removed from the meter for repair and clean out.
  - 8. The manufacturer name and 8-digit serial number shall be imprinted on each register lid and outer case. The first 2 digits of the serial number shall indicate the year of manufacturer, or the manufacturer shall provide a list of serial numbers that indicate the date of manufacturer of each meter.
  - 9. Each meter shall include a serialized bar-coded tag or sticker.
  - 10. Chemical washing or coatings shall not be an acceptable alternative to “no lead” brass.
  - 11. Bottom covers: Breakable cast iron.

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12. Bolts, nuts and washers, including casing bolts: type 316 stainless steel.
13. Register shall be permanent and hermetically sealed and firmly attached to the meter case. The register should be direct read, center sweep, roll-sealed magnetic drive with low-flow indicator. Register is to read in gallons, with the first wheel to register 10 million gallons and the fifth wheel to register in 1000s of gallons. The first five wheels should be of distinctive color, with the 100s of gallons wheel and thereafter to be their own distinctive color.
14. Each register ID number and meter serial number shall be the same.
15. Approved manufacturers and models:
  - Badger Meter, Inc.
  - Sensus - OMNI Series C2 & T2
  - Neptune Technology Group
  - Master Meter

### 2.7 Certificate of Test Accuracy and Summary File

A certificate shall be supplied with each delivered meter which attests that the meter registers at or within the accuracy parameters stated in AWWA Standard C715. The test tags shall be affixed to each meter and shall state the meter test results (showing that the meter is accurate at minimum, intermediate, and maximum flows), the date of manufacture, the test bench where it was tested, and the date of the test. A summary file detailing meter serial numbers, test results, contract number, purchase order number and purchase order date in a Microsoft excel format shall be supplied to the Warehouse Supervisor within 5 calendar days of a Contract effective date. The summary file shall also be updated and submitted to the Warehouse Supervisor the next calendar day after any meters enter the consignment inventory for the Core Services. The summary file shall also be updated and submitted to the Warehouse Supervisor the next calendar day after any meters are shipped to FW for the Additional Services.

### 2.8 Registers

Each meter shall be equipped with an AMR/AMI-compatible, programmable, absolute encoder type, eight (8) digit register with a transmitter module. The register shall be permanently sealed, and shall have three terminals, pre-potted by the manufacturer, to a wire 25 feet in length with Nicor connector. Register shall be compatible with Neptune R900 technology. Registers shall read in U.S. gallons programmed to indicate the meter serial number (which shall also be embossed on the meter body) and readings of all registration digits shall be large and distinct so can be easily read. A “sealed” register shall mean a non-fogging, moisture and dust-proof register, electronically driven by the measuring chamber sensors. The register will indicate total consumption, reverse flow, rate of flow, low battery indication, leak alert, as well as no flow condition through the meter. The register digits must indicate 10, 100, or 1,000 gallons of water passing through the meter. The maximum capacity of the register shall be 10,000,000 gallons for 1 ½” – 3” meters, and 100,000,000 gallons for 4” – 8” meters. A printed copy of the manufacturer’s specific instructions, explaining how to read and interpret the register shall be included with each delivery or those instructions must be readily available on the manufacturer’s website.

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### 2.9 Connections

- A. 1 ½-inch and 2-inch: Flanged ends with accessory kits to include: NPT threaded companion flanges, rubber gaskets, and appropriate amount of type 316 stainless steel nuts and bolts. Each meter shall include two (2) matching accessory kits.
- B. 3-inch through 8-inch: Round flange ends with accessory kits to include: NPT threaded companion flanges, rubber gaskets, and appropriate amount of type 316 stainless steel nuts and bolts.

### 2.10 Size and Length

Total length of each meter, as measured from flange end to flange end, shall conform with the following:

Nominal Meter Size	Length (inches)
1.5	13
2	17
3	12
4	14
6	18
8	20

Composite will not be accepted. Stainless steel is acceptable.

### 2.11 Strainer

Meters shall be designed so that no strainer or straightening vanes are required.

### 2.12 Spool Pieces and Test Plugs

Contractor shall provide ductile iron spool pieces with a tapped boss on the top of the spool piece, near the meter outlet, for field testing purposes. A test port assembly, consisting of the following shall be installed:

- A brass bushing to adapt the tapped port in the spool piece to 2" FPT thread (note, all threaded joints are to include joint lube/sealant, E.G. pipe dope or Teflon tape)
- A close (threaded entire length) 2" diameter NPT brass pipe nipple.
- A 2" stainless steel ball valve
- A close (threaded entire length) 2" diameter NPT brass pipe nipple.
- A 2" FPT x 2-1/2" male NST adapter.

Spool piece lay length shall be 12" for three-inch meters, 15" for four-inch meters, 18" for six-inch meters, and 20" for 8" meters. All meters shall be provided with the spool pieces fully assembled and attached.

### 2.13 Packaging

- A. All goods shall be packaged in a manner to prevent damage during shipping and unloading.
- B. Each box of meters shall be clearly labeled with the beginning and ending serial numbers on the outside of the box.

### 2.14 Access to Manufacturing Plant

Fairfax Water reserves the right to inspect and monitor the production of the materials being furnished under this contract. The Supplier shall provide access to all of the Supplier and

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manufacturer's production, testing, storage, operation, and other areas if, and when, requested by Fairfax Water's representative.

### 2.15 Approved Products

The specifications list manufacturers whose products have been tested and approved for use by Fairfax Water. If any modifications, changes, or alterations have been made by the manufacturer to previously approved products after product approval, the revised product is not considered to be approved for acceptance under this Contract and will require approval prior to acceptance as an approved product.

### 2.16 Condition of Materials on Delivery

All materials shall be protected to insure against damage while in transit. All materials shall be in new and undamaged condition upon delivery. Materials found damaged or otherwise found unsuitable will be rejected. The supplier shall be responsible for replacing all rejected materials, including all shipping cost.

### 2.17 Delivery Locations

Orders placed by FW will normally be for delivery within Fairfax County. FW has three property yards within Fairfax County: one in located in Chantilly, Virginia, 20151, a second located in Newington, Virginia, 22079, and a third located in Falls Church, Virginia, 22046. Many orders will be delivered to working job sites. An address for delivery will be provided with each order. FW reserves the right to have orders delivered outside of the County for storage purposes.

### 2.18 Packing List

A packing list shall accompany every shipment. The absence of a packing slip or required shipping order information may cause refusal of the shipment. The packing list shall contain: Purchase Order number, Delivery release number, item description, quantity shipped, quantity ordered, and quantity backordered (if any).

### 2.19 Estimated Quantities

The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year, and shall not be construed to represent an amount which FW shall be obligated to purchase. The exact amounts ordered may be more or less, subject to FW's actual needs. Bidder acknowledges and agrees that FW will only be responsible for the amounts actually purchased.

### 2.20 Warranty

- A. In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.
- B. If at any time, any contract item fails to conform to the bid/contract specifications, the Contractor shall, at no additional cost to FW, promptly replace the defective item. If the Contractor is unable to remedy such nonconformity during a time period consistent with the requirements, FW may undertake to remedy the nonconformity and in such case Contractor shall reimburse FW for any costs thereby incurred.
- C. Provide one-year parts and labor warranty. Warranty is to be effective upon receipt at FW. Warranty is to be with either the manufacturer or a service facility authorized by the manufacturer to perform warranty services. On the bid summary sheet, specify where warranty service will be

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performed: at FW, Manufacture, or bidders location. If other than at FW, include the name, address and telephone number of the repair facility. All costs for warranty service (including shipping and insurance) shall be included in the warranty and at no additional cost to FW.

**END OF SECTION 2**

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**SECTION 3**

**3. STANDARD TERMS AND CONDITIONS**

**3.1 Drug-Free Workplace**

During the Contract term , Contractor agrees to (i) provide a drug-free workplace for Contractor 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 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.

**3.2 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 3.2(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.

**3.3 Non-Discrimination by FW**

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

**3.4 No Employment of Unauthorized Aliens**

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

**3.5 Right of Audit**

Contractor covenants and agrees to retain all books, records, and other documents (electronic or otherwise) relating this Contract (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

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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 Contract 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 Records available for inspection and copying by such Auding Party during Contractor regular business hours, with copies being provided at a reasonable cost payable by the Auditing Party. Any failure on the part of Contractor to comply with the provisions of this Section will constitute a breach of the Contract and, regardless of whether such failure occurs during the term of the Contract, or within the five-year period commencing on the date of final payment hereunder, will constitute sufficient grounds for debarment 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.

### 3.6 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 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 Contract, 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 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 right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Virginia Code has been established for contractual claims under this Contract.

### 3.7 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.

### 3.8 Arrearage

During the term of the Contract, the Contractor shall not be 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.

### 3.9 Compliance with Laws, Regulations and Codes

The Contractor hereby represents and warrants that:

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- 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.

### 3.10 Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent, or employee of FW either before or after the execution of any Contract resulting from this solicitation or following 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 Procurement 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 Officer.
- 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 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

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savings. Any claim for an adjustment in price under this provision must be asserted by Notice to the Procurement Department. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by FW or with the performance of the Contract generally.

### 3.11 Contractor 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; or,
  - 3. The Contractor receives approval to use a subcontractor if FW at its sole discretion determines subcontractor approval would expedite the fulfillment of the products/services as required by this IFB.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the Contract. Subcontractors will be approved only when both the Contractor and the subcontractor meet the qualifications to provide quality control and assurance of the subcontracted work.
- 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 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 Officer.

### 3.12 Delivery

In the case of solicitations that require delivery to FW:

- A. By submitting a Bid in response to this solicitation, the Bidder guarantees delivery of Contract items within the timeframe specified herein or as indicated in the Bidders Bid submission form. Failure to deliver within the time specified, or as amended in writing by FW, or failure to make replacements of rejected Contract items, shall constitute a breach of Contract and may be grounds for a declaration of default in addition to any other remedies FW may be entitled to.
- B. National Terrorism Advisory System: If the National Terrorism Advisory System places the water / wastewater industry on an Elevated Alert or Imminent Alert, all deliveries shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested by the plant. As each delivery leaves the Contractor yard, the Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before delivery is allowed on site. Failure to follow these procedures may result in a refusal of the delivery at the Contractor risk and expense. FW may add additional screening requirements if an Elevated Alert or Imminent Alert is in place.

**3.13 Liquidated Damages**

FW and Contractor hereby acknowledge and agree that time is of the essence with respect to this Contract and that in the event the Contractor fails to complete the Work according to the Contract Documents, FW will incur actual and considerable monetary damage.

- A. FW and the Contractor hereby acknowledge and agree that the stipulated amount per day set forth herein is reasonably in proportion to the probable loss to FW and that amount per day is hereby agreed upon as the liquidated damages for each and every day that the time consumed in completing the Work exceeds the time allowed.
- B. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages to FW because of the delay, and the Contractor hereby agrees that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder and if not so deducted, the Contractor shall be liable for such amount. The Contractor hereby waives any defense as to the validity of any liquidated damages stated herein on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

**3.14 Ethics in Public Contracting**

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

**3.15 Examination of Records**

Contractor agrees that during the Contract term, 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 this Contract, 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.

**3.16 Formation of Contract**

- A. The words “Contract” and “Purchase Order” are used interchangeably unless the context otherwise plainly requires. The documents comprising the Contract shall be accorded the following order of precedence:
  - 1. Any Change Orders or Amendments;
  - 2. All Purchase Orders;
  - 3. Any Addenda to the IFB;
  - 4. This IFB (including all Appendices and Attachments hereto); and
  - 5. The Bidder’s completed Bid Tabulation Form (including any drawings and submittals).
- B. The Contract to be entered into as a result of 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:

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1. The fully executed Contract between the parties, or FW Purchase Order,
  2. The IFB and any Addenda to the IFB,
  3. The Bidder's response to the IFB (including any drawings and submittals), and
  4. All correspondence between the parties regarding this IFB.
- C. Anything called for by one of the Contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract documents shall have the intended effect.

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

- 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 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 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.

### **3.18 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 failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

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

For annually renewable Contracts:

- A. Increases: FW recognizes that the Contractor sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the current Contract year.
- B. Decreases:
  - 1. Pass through price increases shall cease at the end of the then current Contract year and Contract pricing will return to the pre-pass-through rate. The Contractor will be eligible for and only upon request, the annual economic price increase as defined in subsection 3.18 above.
  - 2. Prior to the end of the then current Contract year, the pass-through increase shall be reduced or eliminated when and as the cause of the increase is reduced or eliminated.
- C. Pass through price increases will not be a substitute for poor planning by the Contractor. Pass through increase will not be allowed for the first six months of any Contract year. Price increases will be effective upon the date such a request is received in writing; and will not be made retroactive.

**3.20 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 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 one.
  - 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.

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- C. A Contractor 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.

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

### 3.22 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.

### 3.23 Price Firm Period

Bid prices shall be firm and fixed and not be subject to change during the Initial Term of the Contract.

**3.24 Price and Title**

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

**3.25 Purchase and Sale Transaction**

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

**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 (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 by conveyance of the manufacturer's ten (10) year warranty, following date of final acceptance. Should any defect be noted by the FW, the Project Officer 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 other guarantees or obligations in this Contract.
- E. 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. 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.
- B. 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 obligations under the Contract. If such a claim or suit is brought, the Contractor will cooperate,

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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 performance under this Contract.

- C. 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.
- D. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written Notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:

- 1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
- 2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000

- E. 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 use of motor vehicles or other equipment and must cover both on-site and off-site operations.
- F. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

**3.32 Contractor Selection and Award of Individual Contracts; Ordering Procedures**

- C. When more than one Contract is in place for the same Contract Items, all Contractors shall quote delivery in days after receipt of order, which shall not exceed the lead times in the Bid, and the Contracted Item with the lowest Contracted unit price shall be ordered if its quoted delivery fulfillment date meets the needs of FW. If the quoted delivery fulfillment date for the Contracted item with the lowest Contracted unit price does not meet the needs of FW, then the next lowest Contracted item with the next lowest Contracted unit price shall be ordered if its quoted delivery fulfillment date meets the needs of FW, until all Contracted items are evaluated based on the best interests of FW for ordering. The best interests of FW for ordering shall be at the sole discretion of FW and no minimum Work is guaranteed to any Contractor.

**END OF SECTION 3**

**ATTACHMENT 1  
BID SUBMISSION FORM**

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ANY ADDENDUMS THERETO, IS THE ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS AVAILABLE FROM FW'S WEBSITE AT:

<https://www.fairfaxwater.org/contracts> .

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM FW, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (AUTHORIZED AGENT).

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

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

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

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, §2.2-4342. Public inspection of certain records, F., of the Virginia Public Procurement Act states that the Bidder, Offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Please mark one:

- ( ) No, the Bid I have submitted does not contain any trade secrets and/or proprietary information.
- ( ) Yes, the Bid I have submitted does contain trade secrets and/or proprietary information.

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If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the Bid containing such data or materials:

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State the specific reason(s) why protection is necessary:

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If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of §2.2-4342. Public inspection of certain records, F., of the of the Code of Virginia. Accordingly, effective upon the award of Contract, the Bid will be open for public inspection consistent with applicable law.

**CERTIFICATION OF NON-COLLUSION:**

The undersigned certifies that this Bid is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST

BID SUBMISSION FORM, PAGE 2 OF 5

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BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME AND TITLE** \_\_\_\_\_

SUBMITTED BY: (LEGAL NAME OF ENTITY)							
ADDRESS:							
CITY/STATE/ZIP:							
TELEPHONE NO:			FACSIMILE NO.:				
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP							
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?							
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:							
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED							
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING PROPOSALS OR BIDS TO FW, OR ANY OTHER STATE OR POLITICAL SUBDIVISION IN THE COMMONWEALTH OF VIRGINIA?							
BIDDER STATUS:		MINORITY OWNED:		WOMAN OWNED:		NEITHER:	
DOES YOUR FIRM HOLD EXCLUSIVE CONTRACTUAL AUTHORIZATION TO DISTRIBUTE PARTICULAR MANUFACTURER(S)? IS YOUR FIRM NOT AUTHORIZED TO DISTRIBUTE PARTICULAR MANUFACTURERS LISTED IN SECTION 2? PLEASE DESCRIBE ALL BELOW.							

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**Virginia State Corporation Commission (SCC) Identification Number:**

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:	

**Receipt of Addenda:**

Receipt of Addenda listed below is acknowledged and the Bid incorporates all requirements of these Addenda:

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

**Annual Economic Price Adjustment:**

Per Section 1.19, Bidder Chosen Bureau Labor Statistics Index:

\_\_\_\_\_

**Delivery Requirement:** Bidder shall confirm the maximum number of calendar days after receipt of order Bidder shall deliver, which may not exceed 60 days after receipt of order.

Maximum Number of Days to Delivery After Receipt of Order: \_\_\_\_\_

**Pricing Schedule:**

Bidders are required to complete the Excel pricing Schedule. Pricing listed below must match the pricing entered in the Total Bid Price for Evaluation in Cell E19.

**A unit price must be entered for each line item to be considered for award. Bidders who do not provide all requested information will be deemed as non-responsive. The apparent low Bidder shall be required to email the Excel Pricing Schedule to FW within 5 calendar days of the FW request.**

**Total Bid Price for Evaluation**

In Figures: \$ \_\_\_\_\_

In Writing: \_\_\_\_\_ Dollars

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**The Following Documents are Attached to and Made Part of this Bid:**

1. Fully completed Attachment 1 Bid Submission Form.
2. Fully completed Attachment 2 References.
3. Fully completed Attachment 3 Pricing Schedule, printed from the Excel file.

If awarded the Contract, I will comply with the requirements of this solicitation and any resulting Contract.

BIDDER NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

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**ATTACHMENT 2  
REFERENCES**

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

Instructions for Section 1: Bidder must submit three (3) references , who 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 term of the contract.

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
NAME AND COMPLETION DATE OF PROJECT(S): \_\_\_\_\_  
\_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
NAME AND COMPLETION DATE OF PROJECT(S): \_\_\_\_\_  
\_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
NAME AND COMPLETION DATE OF PROJECT(S): \_\_\_\_\_  
\_\_\_\_\_

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**ATTACHMENT 3  
PRICING SCHEDULE**

**THIS PAGE IS LEFT INTENTIONALLY BLANK**

**THE APPARENT LOW BIDDER SHALL SUBMIT ATTACHMENT 3 PRICING SCHEDULE  
EXCEL FILE, WITHIN 5 CALENDAR DAYS OF FW REQUEST**

**BLANK PRICING SCHEDULE PAGE, PAGE 1 OF 1**

ATTACHMENT 4  
AGREEMENT



FAIRFAX COUNTY WATER AUTHORITY  
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218  
[www.fairfaxwater.org](http://www.fairfaxwater.org)

**Agreement**

**Contract Title: Furnish and Deliver Ultrasonic and Hydrant Meters**

This Contract 2024-106 is made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, the date the Agreement is fully executed by Fairfax County Water Authority, a political subdivision of the Commonwealth of Virginia, operating as Fairfax Water (“FW”), by and between FW and \_\_\_\_\_ (“Contractor”), whose address is: \_\_\_\_\_.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

**1. Scope of Work:**

The Scope of Work for this Contract generally is described as to provide as requested by FW the goods and services necessary for Furnish and Deliver Ultrasonic and Hydrant Meters (“the Work”), as set forth in greater detail in Attachment A, Specifications & Scope of Work.

**2. Contract Price:**

The Contract Price shall be as set forth in Attachment B, Pricing Schedule.

FW will not compensate the Contractor for any Work beyond that included in Attachment B unless the additional Work is covered by a written Amendment to this Contract.

The Contract Prices set forth in Attachment B include all costs, expenses, including reimbursable expenses, to provide the Work described in this Contract.

**3. Contract Documents:**

The documents which form the entire Contract between FW and the Contractor (“Contract Documents”) are as defined either in this Contract or in the Invitation for Bid, and are as set forth below.

3.1. In the case of a conflict, the order of precedence shall be as follows:

- 3.1.1. Agreement and all modifications properly incorporated in the Agreement
- 3.1.2. Attachment A – Specifications & Scope of Work
- 3.1.3. Attachment B – Pricing Schedule
- 3.1.4. Attachment C – Standard Terms and Conditions
- 3.1.5. Attachment D – Certificate(s) of Insurance

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### 3.1.6. IFB/Associated Documents

- 3.2. All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.
- 3.3. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- 3.4. The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

#### 4. **Definitions:**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

#### 5. **Contract Term:**

- 5.1. The term of this Contract shall commence on the date the Agreement is fully executed by FW and expiring on the last day of the 12th month following execution of the Agreement by FW ('Contract Term'), unless otherwise stated as provided in the Contract Documents.
- 5.2. This Contract may be renewed for a term not to exceed one (1) year ('Renewal Contract Term') by written Notice given by FW at any time prior to thirty (30) days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of FW has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. FW, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four additional one-year periods at the same terms and conditions.

#### 6. **Contract Price Adjustment:**

- 6.1. The Contractor agrees that prices shall remain firm for the Contract Term.

7. **Non-Appropriation:**

All funds for payments by FW under any Contract awarded are subject to the availability of an annual appropriation for this purpose by FW. In the event of non-appropriation of funds by the FW for the Work provided under the Contract, FW will terminate the Contract, without termination charge or other liability to FW, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Work covered by this Contract is spent, whichever event occurs first. FW will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of FW, and FW shall not order any Work to be provided after such termination date.

8. **Right to Terminate Contract:**

FW has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Standard Terms and Conditions.

9. **Direction to Proceed:**

9.1. For Work to be performed by Contractor under this Contract, the Procurement Department will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Department, and if it does so FW will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of FW other than the Procurement Department, or properly authorized designee, has authority to make any purchases or otherwise bind FW contractually. If a Purchase Order is issued by anyone other than the Procurement Department, it shall be the responsibility of the Contractor to confirm the authority of that person to bind FW. Provided, however, if the Contractor has received from the Procurement Manager prior written confirmation of a person's authority to bind FW, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

9.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, FW through the Procurement Manager, or authorized designee, may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular FW working day following issuance of such FW directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to FW such emergency Work by 5:00 P.M. on the next regular FW working day following commencement of such emergency Work.

10. **Estimated Quantities: No Guaranteed Minimum:**

During the Initial Contract Term or any Renewal Contract Term, the Contractor shall furnish all of the Work described in the Contract Documents. The Contractor understands and agrees that there are no guaranteed minimum purchases and that FW has no obligation to the Contractor if no, or fewer, items or Work than any quantities estimated are required or requested by FW. Any quantities which are included in the Contract are the reasonable present expectations of those who are planning for FW for the term of Contract. The amount is only an estimate and the Contractor understands and agrees that FW is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that FW may require Work in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract.

11. **Payment Procedures:**

Contractor shall submit invoices for its Work, and such invoices will be processed by FW, all in accordance with the provisions of the Standard Terms and Conditions.

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.

13. **Notices:**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To the Contractor:

To FW:

14. **Governing Law; Venue, Waiver of Jury Trial:**

This 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.

15. **Binding Agreement:**

FW and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

16. **Liquidated Damages:**

The amount of liquidated damages referred to in Section 3.13 of the Standard Terms and Conditions shall be as set forth below for each calendar day that the time consumed in completing the Work exceeds the time specified in the Contract Documents:

For each calendar day per meter after the date specified for Delivery: \$0.31.

**Signatures Appears on Following Page**

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**Fairfax County Water Authority**  
**8570 Executive Park Avenue**  
**Fairfax, Virginia 22031**

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

*Procurement Contact:*

*Contractor Contact:*

Phone: 703-289-\_\_\_\_\_  
Email: [@fairfaxwater.org](mailto:@fairfaxwater.org)

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jamie Bain Hedges, P.E.  
Title: General Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachments:**

- Attachment A Specifications & Scope of Work
- Attachment B Pricing Schedule
- Attachment C Standard Terms and Conditions
- Attachment D Certificate(s) of Insurance