

Procurement Department  
T: (703) 335-8925  
UP IFB



Your Water • Your Environment • Our Mission

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**SEALED INVITATION FOR BID (IFB)**

**Date: April 24, 2026**

**SOLICITATION NUMBER:** IFB SA 2624  
**TITLE:** General Roofing Repair and Replacement Services  
**IFB CLOSING DATE/TIME:** May 26<sup>th</sup>, 2026 at 10:00 A.M. (EST)  
**PREBID CONFERENCE:** May 4<sup>th</sup>, 2026 at 10:00 A.M. (EST)  
**QUESTION DEADLINE:** May 13<sup>th</sup>, 2026 at 12:00 NOON (EST)  
**SUBMIT 1 ORIGINAL & 1 COPY OF YOUR BID IN A SEALED ENVELOPE TO:**

**STREET ADDRESS:**  
Prince William Water  
Procurement Department, IFB SA 2624  
Attn: Medhat Mosaad, Procurement Officer  
4 County Complex Court  
Woodbridge, VA 22192

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

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Company Name

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Authorized Signature	Date	Name and Title Printed
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Phone Number	Email Address
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**Note:** Prince William Water does not discriminate against faith based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**IFB SUBMISSION FORM**

Name of IFB: **General Roofing Repair and Replacement Services**

IFB Number: **SA 2624**

Closing Date/Time: **May 26<sup>th</sup>, 2026 at 10:00 A.M. (EST)**

**SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company:	_____	Contact Person:	_____
	_____	Title:	_____
Address:	_____	Telephone No:	_____
	_____	FAX No:	_____
Remittance Address:	_____	Email:	_____

Indicate Which:      Corporation [ ]      Partnership [ ]      Sole Prop. [ ]

Minority Owned/Controlled Bus.	Yes [ ]	No [ ]	Small Bus.	Yes [ ]	No [ ]
Women Owned/Controlled Bus.	Yes [ ]	No [ ]	Disabled Veteran:	Yes [ ]	No [ ]

If your firm is certified as any of the business types listed above, provide your certification number, the date issued and the name of the organization that issued the certification.

Certification No. \_\_\_\_\_ Certification Date: \_\_\_\_\_ Issuing Organization: \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_

Principal place of business at \_\_\_\_\_

Parent Company if any \_\_\_\_\_

Subsidiaries or Affiliated Entities Performing Work if any: \_\_\_\_\_

SCC: \_\_\_\_\_

FEIN: \_\_\_\_\_

Following are the names and address of all persons having an ownership interest of 3% or more in the Company: (Attach more sheets if necessary)

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Name

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Address

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**SECTION II - CONFLICT OF INTERESTS**

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated and the State and Local Government Conflict of Interests Act.

The Bidder [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION III – COLLUSION**

I certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this IFB and certify that I am authorized to sign for the Bidder.

We agree to furnish all material, labor, and supervision necessary to complete the Work in accordance with the Bid Document. By signing this bid form, we certify that we have access to all materials, equipment, and labor necessary to complete the Work within the Contract Times.

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Signature

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Date

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Name (Printed)

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Title

**BIDDER MUST COMPLETE AND RETURN THIS FORM WITH BID RESPONSE**

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**Invitation for Bid (IFB) –SA 2624**  
**General Roofing Repair and Replacement Services**

**SECTION 1 INTRODUCTION**

Prince William Water is a public utility chartered by the Prince William Board of County Supervisors. Prince William Water is an independent body responsible for providing comprehensive water and sewer services in Prince William County. Prince William Water has approximately 98,000 customers and owns and operates wastewater treatment facilities for the eastern portion of the county.

Prince William County’s population is among the most rapidly growing in the region. In addition, Prince William County’s racially and ethnically diverse population makes it one of the most globally represented communities in the region. The County’s work force is highly skilled and well educated, including a higher than average number of multi-lingual workers. According to one national daily newspaper, “Prince William County is at the leading edge of a diversity explosion that is currently sweeping the USA”. More than half of the County’s population is either African American, Hispanic, Asian or some other racial/ethnic minority background.

Prince William Water is dedicated to excellence in providing safe, reliable water service to our customers and returning clean water to the environment and is guided in all its actions by our vision and values below:

Vision:

Prince William Water is a trusted public steward and nationally recognized model for performance excellence. We reflect the diverse and vibrant community we serve and nurture diversity, equity and inclusion in relationships with our community, customers, businesses and industry colleagues. We create value for our community through our Areas of Excellence.

Values:

Prince William Water is responsible for serving the public and maintaining their trust daily. Our success is predicated on our job performance, our actions, and our behaviors. The following core values support our vision and culture:

Safety Always  
Customer-First Focus  
Ownership & Integrity  
Respect & Inclusion  
Excellence

The commitment to these values by our employees and by extension, by our service providers, suppliers and contractors, helps us to achieve organizational excellence in our delivery of water, wastewater and public services.

An important part of our procurement program involves a commitment to doing business with

Small (including employment service organizations), Minority-owned, Women-owned, and Service-disabled Veteran-owned Business Enterprises (SWaM). The most competitive suppliers will have SWaM utilization plans and will support Prince William Water's supplier-diversity commitment. (Reference Attachment D)

## **SECTION 2 BACKGROUND INFORMATION**

The Purpose and Intent of this IFB is to establish a requirements type contract with one (1) or more qualified source(s) for the procurement of "General Roofing Repair and Replacement Services", on an as-needed basis, for Prince William Water, hereinafter referred to as "Prince William Water", in accordance with the specifications, terms and conditions stated herein. Prince William Water may opt to make multiple contract awards from this Solicitation. The resulting Contract(s) shall be used as the primary source for the services described herein

## **SECTION 3 PROCUREMENT RULES AND IFB DEFINITIONS**

Prince William Water has established for purposes of this IFB that the words "shall", "must", or "will" are equivalent in this IFB and indicate a mandatory requirement or condition that will not be waived by Prince William Water. Failure to comply with any mandatory requirement will render the Bidder non-responsive and therefore will not be considered for award. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

**Important Information for Bidder:** Unless otherwise specified in the IFB, all formal bids submitted shall be binding for one hundred and twenty (120) calendar Days following bid opening date, unless extended by mutual consent of all parties.

### **A. General IFB Definitions:**

1. **Addendum:** A written or graphic instrument issued prior to the due date and time of bids that clarify, correct or change the bidding documents.
2. **Administrative Contracting Officer (ACO) also referred to as Prince William Water Contract Administrator:** Prince William Water representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the resulting Contract Document, including price.
3. **Bid:** A statement of price, terms of sale, and description of goods or Services offered by a Contractor to a prospective purchaser for purchases below the amount requiring formal Solicitation. The response to an IFB is a bid and if accepted would bind the offer to perform the resultant Contract.
4. **Bidder:** A Contractor who submits a competitively priced bid in response to an IFB.
5. **Change Order:** A written order to the Contractor or executed by Prince William Water, issued after execution of a Contract or Purchase Order (PO), authorizing and directing an addition, deletion or revision of any nature or an adjustment in the price, schedule, quality or quantity of the Work. Any positive or negative change in the Contract constitutes a Change Order.

6. **Contract/Agreement:** When used as a proper noun and capitalized the terms “Contract” or “Agreement” shall mean: this agreement. (When used as a common noun with lower case the terms “contract” or “agreement” shall mean: a mutually binding legal agreement between two or more parties.).
7. **Contract Document(s):** Documents which establish the rights and obligations of the Contractor and Prince William Water and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written Amendments, Change Orders, the Solicitation, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the resulting contract.
8. **Contracting Officer Representative (COR) also referred to as Prince William Water Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Prince William Water Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
9. **Contractor:** The successful Bidder with whom a contract is executed pursuant to this IFB.
10. **Contractor’s Project Manager:** The Contractor’s person responsible for the Project.
11. **Day(s):** Calendar Days, unless otherwise specified.
12. **Dollar “\$”:** United States of America dollars.
13. **Invitation for Bid (IFB):** The competitive process whereby Prince William Water is seeking a competitive bid to resolve a need and or requirement for the department.
14. **Key Person (Key Personnel):** Any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
15. **Notice to Proceed:** A written notice issued by the Owner to the Contractor fixing the date on which the resulting contract times will commence to run and on which Contractor shall start to perform the Work under the resulting Contract Documents.
16. **Prince William Water – Prince William County Service Authority.**
17. **Procurement Officer:** A delegate of the Procurement Manager.
18. **Provide:** Shall mean furnish or install or both relating to goods, materials, Service(s), and/or Construction.
19. **Procurement Manager:** Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Prince William Water’s General Manager and Board of Directors.
20. **Specifications:** That part of the resulting Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
21. **Subcontractor:** An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work.
22. **Scope of Work:** The description of the physical, functional characteristics, or any other requirement relating to a supply, Service, or Construction. It may include a description of any requirement for inspecting, testing, or preparing a supply, Service, or Construction item for delivery.
23. **Using Division or Department:** Operations and Maintenance

24. **Work:** The entire completed Construction, “goods”, or Services or the various separately identifiable parts thereof required to be provided under a Contract or Purchase Order. Work includes and is the result of performing or providing all labor, Services, and documentation necessary to complete the Work, all as required by the Contract or Purchase Order.
25. **Work Order:** A written agreement between Prince William Water and the Contractor meeting the requirements set forth in this 2624 – General Roofing Repair and Replacement Services Agreement to perform work within the scope of work as described in Exhibit A, Scope of Work herein, or as approved by the Board of Directors.
26. The terms “**in writing**” and “**written**” mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
27. **You, Your:** Same as Bidder.

## **SECTION 4 SCOPE OF WORK / SPECIFICATIONS**

### **4.1 Scope of Work / Specifications**

See **Attachment A – Scope of Work** for Scope of Work and Specifications.

### **4.2 Project Deliverables**

See **Attachment A – Scope of Work** for Project Deliverables.

### **4.3 Non-Exclusive Agreement**

Prince William Water reserves the right to contract the services outlined in this IFB with other firms. Nothing in this IFB or the resulting agreement alters or cancels the terms and conditions or prior agreements between Prince William Water and any other firms. The selection of one (1) or more firms should not be interpreted as an exclusive or contractual obligation on the part of Prince William Water to have the selected firms perform all or any of these services. Prince William Water reserves the right to provide any of these services with its own personnel, which in its sole judgment it deems appropriate.

## **SECTION 5 IFB ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS**

### **5.1 Proposed Schedule**

The following dates are proposed by Prince William Water; however, the dates and times may be changed as the needs of Prince William Water change. It is solely the Bidder’s responsibility to stay informed on the dates and times.

- A. IFB release date – April 24<sup>th</sup>, 2026
- B. Pre-bid Conference – May 4<sup>th</sup>, 2026 at 10:00 A.M. (EST)
- C. Final date to receive written questions – May 13<sup>th</sup>, 2026 at 12:00 NOON (EST)

D. IFB closing date – May 26<sup>th</sup>, 2026 at 10:00 A.M. (EST)

E. Anticipated date of award – TBD

## 5.2 **Delivery of Sealed Bids**

### **DELIVER 1 ORIGINAL AND 1 COPY OF BID IN A SEALED ENVELOPE TO:**

Prince William Water  
Procurement Department, IFB SA 2624  
Attn: Medhat Mosaad, Procurement Officer  
4 County Complex Court  
Woodbridge, VA 22192

Bids will be received until 10:00 A.M. (EST) on May 26<sup>th</sup>, 2026. Late submissions after this time and email submissions are not acceptable.

Bids will be opened immediately after the closing time via MS Teams.

Bidders interested in attending the Bid Opening, must contact the Procurement Department at [procurement@pwwater.org](mailto:procurement@pwwater.org) to obtain the MS Teams access information.

### **MARK EACH PACKAGE: IFB SA-2624 – General Roofing Repair and Replacement Services.**

- A. Failure to clearly mark each Bid with this information may cause Prince William Water to inadvertently open the Bid before the closing date and time. If the Bid is inadvertently opened due to lack of markings, Prince William Water staff shall reseal the package, and the package will be opened after the official IFB closing date and time.
- B. To be considered for selection, the complete **sealed** Bid must be *Received and Accepted* in the Procurement Department prior to the closing date and time. A Bidder will not be considered for selection if its Bid is received in the Procurement Department after the closing date and time regardless of when or how it was received by Prince William Water.
- C. Allow sufficient time for transportation and inspection. If You use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) ensure that the carrier is properly instructed to deliver your Bid only to the address above.
- D. Prince William Water will **NOT** consider facsimile (fax) or electronic submission of a Bid.

## 5.3 **Late Bids**

- A. Prince William Water will judge any Bid received in the Procurement department after the closing date and time as late and Prince William Water will **not** open it nor consider it for selection.

- B. Upon receipt at the location specified above, Prince William Water will mark each timely received Bid with the date and time of receipt. Prince William Water will safeguard Bids from unauthorized disclosure from the time of receipt, throughout the source selection process, and until selection.
- C. If Prince William Water declares administrative or liberal leave, all scheduled closing dates for that day will be extended until the same time on the next business day.

#### **5.4 Questions Concerning IFB**

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this IFB or the selection process, must be made in writing, (e-mail is acceptable) and sent to the below named individual who will be the point of contact for this IFB.
- B. Questions should be submitted by the following deadline: **May 13<sup>th</sup>, 2026 at 12:00 NOON (EST).**
- C. Mark subject line or cover page: **“Questions on IFB SA 2624 – General Roofing Repair and Replacement Services”.**

- D. IFB Point of Contact for Questions:

Medhat Mosaad, Procurement Officer, Ref: IFB SA 2624 – General Roofing Repair and Replacement Services  
E-mail: [procurement@pwwater.org](mailto:procurement@pwwater.org)

All questions must be received in writing.

- E. Failure by a Bidder to ask questions, request changes, or submit objections by the date indicated above shall constitute the Bidder’s acceptance of all of the terms, conditions and requirements set forth in this IFB.
- F. No answers given in response to questions submitted shall be binding upon this IFB unless released in writing as an Addendum to this IFB by Prince William Water.

#### **5.5 Bidder’s Representative**

If You intend to respond to this IFB, you may provide the name, mailing address, telephone number, and e-mail address of Your liaison person to the point of contact in order for Prince William Water to ensure that you receive any communications regarding this IFB.

#### **5.6 Bidder’s Responsibility / Clarification and Addenda**

- A. By submitting a Bid, You represent:

1. You have read and understand this IFB, and;
  2. Your Bid is made in accordance with the requirements of this IFB, and;
  3. You are familiar with the local conditions under which the proposed services must be performed; and,
  4. You will not make any claim for or have the right to cancellation of or relief from the resulting contract because of any misunderstanding or lack of information.
- B. The issuance of a written Addendum by Prince William Water's Procurement Department is the only official method by which interpretation, clarification or additional information can be given. Prince William Water will not be responsible for any oral representation given by any employees, representatives, or agents.
- C. If Prince William Water revises (amends) this IFB, Prince William Water's Procurement Department will post a notice on Prince William Water Internet site: [Solicitations | Prince William Water](#). You should acknowledge each Addendum in Your Bid. Failure to acknowledge each Addendum may prevent Your Bid from being considered for selection. It is solely Your responsibility as a Bidder to ensure that You have received all addenda and incorporated the changes into Your Bid before submitting your bid.

#### **5.7 Restricted Discussions**

- A. From the date of issuance of the IFB until final contract selection, You are prohibited from discussing the IFB or any part thereof with any employee, agent, or representative of Prince William Water except as expressly authorized by Prince William Water's Procurement Officer. Prince William Water may reject Your Bid for violation of this restriction.
- B. Any negotiation, decision, or action initiated or executed by You as a result of any oral or written discussions with any Prince William Water employee or agent, except as authorized by the Procurement Officer, is void and will not be binding upon Prince William Water. You shall only consider those communications that are in writing from Prince William Water's Procurement Officer.

#### **5.8 Bid Correction or Withdrawal**

- A. Any Bidder for Supplies, Services or Construction, may withdraw the Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake therein, provided the Bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Procurement Manager shall require, and so state in the invitation, the following procedure for withdrawal of a Bid:

1. The Bidder must give notice in writing of his claim of right to withdraw the Bid within two (2) business days after the conclusion of the bid opening procedure.
  2. No Bid may be withdrawn under this section when the result would be to award the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
  3. No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- B. The Procurement Manager may contest withdrawal of any Bid by any means provided by law. If withdrawal of the Bid is denied, the Procurement Manager shall notify the Bidder in writing stating the reasons for the decision.
- C. If the mistake and the intended correct Bid are clearly evident on the face of the Bid document, the Bid shall be corrected to the intended correct Bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the Bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

## **5.9 Pre-bid Conference**

Date and Time: **May 4<sup>th</sup>, 2026 at 10:00 A.M. (EST)**

Prince William Water will hold a Pre-bid Conference using MS Teams Meeting. While attendance is not mandatory, prospective Bidders are strongly encouraged to attend. Potential Bidders interested in attending the Pre-bid Conference may download the application and join the meeting via the MS Teams application by audio, video or both. If a Bidder plans to join the Pre-bid Conference, the Bidder must inform the Procurement Department at [procurement@pwwater.org](mailto:procurement@pwwater.org) with the following information: vendor name, business address and contact person. Prince William Water will provide the MS Teams link to requestors only. Upon completion of the meeting, Prince William Water will post an attendance list on Prince William Water website.

## **5.10 Basis of Award**

- A. Prince William Water will make an award on an aggregated basis to the lowest responsive and responsible Bidder. Prince William Water reserves the right to conduct any test it deems reasonably practicable before bid award. Prince William Water also reserves the right to reject any or all bids, completely or in part, to waive informalities, and to delete items prior to making the award, whenever it is in the sole opinion of Prince William Water to be in its best interest.
- B. Further, Prince William Water reserves the right to award items listed herein on a single or multiple awards basis, whichever it deems to be in its best interest.

- C. Award Notices will be posted online at the following address: [Solicitations | Prince William Water](#).

### **5.11 Bid Acceptance/Rejection**

- A. Prince William Water reserves the right to accept or reject any or all bids received as a result of this IFB. Prince William Water reserves the right to waive any informalities, defects, or irregularities in any bid, or to accept that bid, which in the judgment of the proper officials, is in the best interest of Prince William Water.
- B. Prince William Water has the sole discretion and reserves the right to cancel this IFB, and to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in Prince William Water's best interests to do so.

### **5.12 Minor Irregularities**

Prince William Water reserves the right to waive minor irregularities in submitted Bids if such action is in the best interest of Prince William Water. A minor irregularity is defined as an issue that does not have an adverse effect on Prince William Water's best interests and will not affect the outcome of the selection process by giving any Bidder an advantage or benefit not enjoyed by other Bidders.

### **5.13 Conflict of Interest Disclosure**

- A. This IFB is subject to the provisions of §2.2-3100, et seq. of the Virginia Public Procurement Act (VPPA). No member of the Board of Directors, or any employee of Prince William Water, or the spouse or any other relative who reside in the same household as any of the foregoing, may be a Contractor or Subcontractor in connection with any bid, or have a personal interest therein.
- B. Each Bidder shall complete and sign specified section of the IFB Cover Page.
- C. Each proposed Subcontractor shall also complete the attached **Form C – Subcontractor No-Conflict of Interest Form**.

### **5.14 Pre-Award Documentation**

Within ten (10) calendar Days after Prince William Water provides written notification of selection, the Bidder shall furnish the below deliverables to the Procurement Officer.

1. Required Pre-Award Submittals
  - a) Insurance Certificate(s).
  - b) Copies of Commonwealth required licenses and/or certifications; and
  - c) Add items below as necessary.

### **5.15 Contract Type**

Prince William Water will be issuing a requirements type contract to establish terms and conditions, and pricing for work to be performed.

### **5.16 Term of Contract**

- A. The initial term of any Contract issued from this IFB shall be one (1) year from Date of Award with the option to renew for a period of four (4) additional one (1)-year periods, upon mutual written consent of the parties to the Contract. Proposed prices shall remain firm for the initial term of the Contract.
- B. Renewal of the Term of the Contract:
  - 1. Prince William Water reserves the right to renew this Agreement for four (4) additional one (1)-year periods under the same terms and conditions, contingent upon successful performance of the Contractor and subject to mutual agreement.
  - 2. Prince William Water may renew the term of the Contract by written notice to the Contractor before the expiration of the Contract, provided that Prince William Water shall give the Contractor a preliminary written notice of its intent to renew at least ninety (90) Days before the Contract expires. The preliminary notice does not commit Prince William Water to a renewal.
  - 3. If Prince William Water elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the category of Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, all items section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

### **5.17 Not Used**

### **5.18 No Prepayment**

Prince William Water will not consider any Bid that requires prepayment.

### **5.19 Limited Confidentiality of Information**

- A. Prince William Water is governed by the Virginia Freedom of Information Act. If You submit information that You consider exempt from public disclosure, You must identify with specificity which page(s)/paragraph(s) of Your Bid is (are) exempt from the Virginia Freedom of Information Act and identify the specific statutory exemption section that applies to each.

- B. Prince William Water will maintain the confidentiality of such trade secrets to the extent provided by law. If the Bidder labels all or most pages of the Bidder bid as “trade secret,” Prince William Water may judge the Bidder bid as non-responsive and therefore it shall not be considered for award. Upon termination or completion of services, at either Party’s request, the receiving party will promptly return or destroy any confidential information of the other Party and, in the case of destruction, provide proof of the same.
- C. All material submitted becomes the property of Prince William Water and may be returned only at Prince William Water’s option.

## **5.20 Competency of Bidder**

- A. As part of its evaluation process, Prince William Water may make investigations to determine Your abilities to meet Your contractual obligations under this IFB. Such investigations may include requests for information such as Dun & Bradstreet reports, financial statements, bank, project or other references, information regarding other work under contract and the bonding of Subcontractors where applicable. Prince William Water reserves the right to REJECT Your Bid if You fail to satisfy Prince William Water that You are properly qualified to carry out the obligations under this IFB.
- B. Prince William Water will not consider a Bid or select a contract to any person, company or corporation that is in arrears, or is in default to Prince William Water upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to Prince William Water. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Officer of performance ability, and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these Specifications and Contract Documents.
- C. Prince William Water reserves the right to verify financial stability in determining responsibility.

## **5.21 Protest**

- A. Any Bidder or Bidders may protest the award of, or the decision to award, a contract to any other Bidder or Bidders, by submitting a written protest to the Procurement Manager at the address at the beginning of this IFB, within ten (10) Days after the award of the contract or the decision to award a contract is made, whichever occurs first.
- B. Any protest shall state in detail the basis therefore, and the specific relief requested.
- C. Written Submission:
  - 1. The protester shall present its protest in a concise and logical written format to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest.

2. The protest shall include at least the following information:

- a) Name, address, email address, and fax and telephone numbers of the protester;
- b) Solicitation number;
- c) Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
- d) Copies of supporting documents, if any;
- e) Statement of relief requested;
- f) All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision; and,
- g) All information establishing the timeliness of the protest.

D. The Director of Management and Budget shall decide all protests within ten (10) Days of receipt and shall issue a written finding. This decision shall be final unless the protester institutes legal action in accordance with §2.2-4364 of the Code of Virginia.

## **5.22 Rider Clause**

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William Water acts only as the “Contracting Agent” for these public bodies.

It is the Contractor’s responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is inconsistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract’s terms and conditions.

Prince William Water shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

## **SECTION 6 INSTRUCTIONS TO BIDDERS**

### **6.1 Submittal Requirements**

Firms, organizations, or individuals (hereafter “Bidders”) interested in submitting a Bid in response to this IFB should submit 1 original, marked “ORIGINAL,” and 1 copy, marked “COPY,” of their Bid for review and evaluation by Prince William Water. Failure to provide the required copies and information will be considered during the evaluation process.

## 6.2 **Economy of Presentation**

- A. You, should prepare Your Bid simply and economically to satisfy the conditions and requirements of this IFB. Prince William Water does not desire fancy bindings, colored displays, or promotional material.
- B. Prince William Water is not liable or responsible for any costs incurred by any Bidder in responding to this IFB including, without limitation, costs for presentations, demonstrations, or interviews, if requested or required.

## 6.3 **Bid Submittals**

In order for your Bid to be declared responsive, the following bid submittals must be included in your bid package:

### **Tab 1**

- A. **IFB Cover Page and IFB Submission Form**: The IFB cover page and IFB Submission Form, completed and signed.
- B. **Acknowledgement of Addenda**: (if any).
- C. **Licenses & Permits**: Documentation showing any licenses and/or permits required and applicable to this requirement.
- D. **Proof of Authority to Transact Business in Virginia**: Please use the attached **Form E – State Corporation Commission (SCC) Form**.
- E. **References-Subcontractor**: Provide at least three (3) recent references where the proposed product and/or service have been successfully used within the past five (5) years. Please use the attached **Form B – Subcontractor Reference Form**.

Note: Prince William Water cannot be used as a reference, however all past performance with Prince William Water will be considered during the evaluation process.

- F. **Subcontractor No Conflict of Interest**: Please use the attached **Form C – Subcontractor No-Conflict of Interest Form**.

### **Tab 2 – Proof of Insurability**

Provide either a completed Accord form or a signed letter from Your insurance agency on its letterhead stating that You have or can get the required insurance coverage. See Attachment C – Required Insurance Limits for minimum requirements.

### **Tab 3 – References**

- A. Provide at least five (5) recent references where the proposed product /service has been successfully used within the past five (5) years. Please use the attached **Form A – Bidder Reference Form**.
- B. Prince William Water cannot be used as a reference, however all past performance with Prince William Water will be considered during the evaluation process.

### **Tab 4 – Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five (5) years where a court or administrative agency has ruled for or against You or Your organization in any matter related to You or Your organization’s professional activities.

## **SECTION 7 SPECIAL TERMS AND CONDITIONS**

### **7.1 Brand Name or Equal/Brand Name Only**

- A. If a product or service requested by this IFB has been identified in the specifications by a brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. Bidders proposing an equivalent product or service will be considered for award if such product or service is clearly identified in the bid and is determined by Prince William Water to fully meet the salient characteristic requirements listed in the specifications.
- B. Unless the Bidder clearly indicates in its bid that it is proposing an equivalent product or service, the bid shall be considered as offering the same brand name referenced in the specifications.

### **7.2 Quantities**

The quantities specified are annual estimates only to be used in the evaluation of bid responses. These quantity estimates are not necessarily to be purchased under any resulting contract. If requirements do not result in an order in the quantities described as “estimated”, that fact shall not constitute the basis for an equitable price adjustment.

### **7.3 Samples and Demonstrations**

- A. Samples of materials or equipment for testing, evaluation, or demonstration purposes, when requested in a solicitation must be furnished at no cost. Each individual sample must be labeled with the Bidder's name, manufacturer's brand name and number, requisition number or contract program, and item referenced.
- B. Samples submitted by the successful Bidder may be held for comparison with goods received.

- C. All samples submitted may be subjected to tests and evaluation by either a qualified laboratory or test panel, and the results will be a factor in making the award. Samples not destroyed in testing will be returned, if requested, to the Bidder at his or her expense. Requests for return of samples will be honored upon the completion of testing and evaluation. Samples will be disposed of if not claimed within 60 Days after pick-up notification has been given.

#### 7.4 Subcontracts

No portion of the work shall be subcontracted without prior written consent of Prince William Water. All Bidders shall include with their bid submission the attached **Form B-1 – Subcontractor Reference Form** listing all proposed Subcontractors to be utilized under this resulting contract. Prince William Water reserves the right to reject the successful Bidder's selection of Subcontractors if it is deemed to be in the best interest of Prince William Water to do so. If a Subcontractor is rejected, the Bidder may replace that Subcontractor with another Subcontractor subject to the approval of Prince William Water. Any such replacement shall be at no additional expense to Prince William Water nor shall it result in an extension of time without Prince William Water's approval. All Subcontractors shall be properly licensed to provide the goods/services specified.

### SECTION 8 INSURANCE REQUIREMENTS

- A. Each Bidder shall include in its Bid proof of insurance capabilities, including but not limited to, the following requirements: *(Coverage must be purchased and in place prior to a purchase order or contract being executed by Prince William Water.)*
- B. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to Prince William Water.
- C. The Contractor shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated in the solicitation. Technical Bids must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.
- D. The Contractor shall be responsible for its Work and every part thereof, and for all Materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted Work.
- E. The Contractor shall, during the continuance of all Work under the Contract provide and agree to maintain the following:
  - 1. Worker's Compensation and employer's liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees,

- volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
2. General liability insurance in the amount prescribed by Prince William Water, to protect the Contractor, its Subcontractors, and the interest of Prince William Water, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted Work. The general liability insurance shall also include the "Broad Form General Liability Endorsement", in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability coverage shall continue in force for one (1) year after completion of Work.
  3. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted Work, will be insured under either a standard automobile liability policy, or a commercial general liability policy.
- F. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
- G. The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.
- H. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Procurement Manager before any work is started.
- I. The Contractor will secure and maintain all insurance policies of its Subcontractors which shall be made available to Prince William Water on demand.
- J. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) Days of demand by Prince William Water. These certified copies will be sent to Prince William Water from the Contractor's insurance agent or representative.
- K. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) Day written notice to the Procurement Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Procurement Manager.
- L. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the Contract term, Prince William Water shall have the absolute right to terminate the Contract without any further

obligation to the Contractor, and the Contractor shall be liable to Prince William Water for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

- M. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this section or under any other section or provisions of the Contract.
- N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude Prince William Water from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.
- O. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and Prince William Water. The Contractor shall be as fully responsible to Prince William Water for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- Q. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- R. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Procurement Manager, may be considered.
- S. Prince William Water shall be named additional insured in the general liability policies and stated so on the certificate of insurance.
- T. Coverages and Limits – For specific Coverages and Limits required for this project, see **Attachment C Required Insurance Limits.**

## **SECTION 9 FORMS**

Included on the subsequent pages are the following forms:

Form A – Bidder Reference Form

Form B – Subcontractor Reference Form

Form C – Subcontractor No Conflict of Interest Form

Form D – SWaM Subcontracting Plan

Form E – State Corporation Commission (SCC) Form

**Form A – Bidder Reference Form**

(Prince William Water cannot be used as a reference.)

The Bidder shall be a competent and experienced organization with an established reputation within the community performing the type of work required for this contract. The Bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of at least five (5) recent projects completed by Your firm that can substantiate past work performance and experience in the type of work required for this contract. Prince William Water may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Prince William Water all such information and data for this purpose as Prince William Water may request.

1. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

2. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

3. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

4. Firm Name \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

5. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

**Form B – Subcontractor Reference Form**  
**(Submit a separate reference form for each proposed Subcontractor)**

Prince William Water reserves the right to reject offers from any firm not meeting the minimum qualifications. If any proposed Subcontractor's experience is not deemed acceptable to Prince William Water, Prince William Water shall inform the Contractor and the Contractor must identify an acceptable substitute prior to award without effecting the prices bid. Subcontractor shall be a competent and experienced firm with an established reputation within the community. Each Subcontractor shall have performed similar work for a minimum period of **five (5)** years. Furnish a representative list of at least three (3) projects.

SUBCONTRACTOR'S NAME: \_\_\_\_\_  
VA CONTRACTOR LICENSE NO.: \_\_\_\_\_ CLASS: \_\_\_\_\_ SPECIALTY CODE: \_\_\_\_\_  
FEIN: \_\_\_\_\_ SCC#: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED: \_\_\_\_\_

1. Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

3. Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

**Form C – Subcontractor No-Conflict of Interest Form**

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am the  
(*title*) \_\_\_\_\_ and the duly authorized representative of the firm of  
(*Firm Name*) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I  
possess the legal authority to make this affidavit on behalf of myself and the firm for which I am  
acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This Bid is made without prior understanding, agreement, or connection with any corporation,  
firm, or person submitting a Bid for the same services, and is in all respects fair and without  
collusion or fraud.

EXCEPTIONS (List)

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_

Personally Known \_\_\_\_\_  
or Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUOTATION  
FOR EACH PROPOSED SUBCONTRACTOR**

## Form D - SWaM Subcontracting Plan

In reference to Section 1 and Attachment D in the solicitation, the Bidder/Offeror should provide its SWaM Subcontracting Plan by completing the following:

**Bidder/Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:**  **I plan to use SWaM certified Subcontractors.**  
 **I am a certified SWaM business and plan to complete all work.**  
 **I am not a certified SWaM business and I have no plan to use SWaM certified Subcontractors.**

### **Instructions**

- A. If you are a certified SWaM business, complete only Section A of this form.
- B. If you are not a certified SWaM business, complete Section B of this form.
- C. If you are not a certified SWaM business and do not have a plan to use certified SWaM subcontractors, please provide your subcontractors' information by completing Form B.

### **Section A**

If your firm is certified SWaM business provide your certification number and name of the certifying organization and the date of certification.

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Name of Certifying Origination: \_\_\_\_\_

### **Section B**

If the "I plan to use certified SWaM subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of certified SWaM businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified SWaM businesses include but are not limited to certified women-owned and minority-owned businesses and businesses with service-disabled veteran-owned status that have a SWaM business certification.

#### **B. Plans for Utilization of SWaM for this Procurement**

##### **Subcontract #1**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

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

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

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

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

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

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

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

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Form E – State Corporation Commission Form**

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Under Section 4.6 of the General Provisions of Contract Agreement, the Bidder/Offeror agrees, if this bid is accepted by Prince William Water, for such services and/or items, that the Bidder/Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) §2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder/Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for termination by Prince William Water.

Bidders/Offerors shall complete the following by checking the appropriate line that applies and provide the required information. Bidders/Offerors:

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

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

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

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

is pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for bids/proposals. (*Prince William Water reserves the right to determine in its sole discretion whether to allow such waiver.*)

---

Legal Name of Company (as listed on W-9)

---

Legal Name of Bidder /Offeror

---

Date

---

Authorized Signature

---

Print or Type Name and Title

## **SECTION 10 ATTACHMENTS**

Included on the subsequent pages are the following attachments:

- ATTACHMENT A SCOPE OF WORK / SPECIFICATIONS
- ATTACHMENT B PRICING SCHEDULE
- ATTACHMENT C REQUIRED INSURANCE LIMITS
- ATTACHMENT D PRINCE WILLIAM WATER SMALL, WOMEN OR MINORITY-OWNED AND SERVICE-DISABLED VETERAN-OWNED BUSINESS GOAL
- ATTACHMENT E CONTRACT AGREEMENT

## ATTACHEMENT A SCOPE OF WORK / SPECIFICATIONS

The Contractor shall provide all supervision, labor, tools, travel, materials, equipment, delivery, resources and workmanship as required to provide complete and satisfactory performance of various types of roofing repair and replacement services. The Contractor shall provide the necessary means and methods (i.e., ladder, scaffolding) to accommodate access for all Work, and shall make available to its personnel all standard tools of the trade and trade consumables, accessible from Contractor's personnel service vehicle(s) to ensure completion of the Work.

### 1. General Work Requirements:

1.1. Roofing Installation / Replacement / Repair Work: Work assignments shall range in size as needed. Prince William Water reserves the right to combine Work requiring the same trade(s) and general location to achieve the minimum work assignments. Roofing Repair and Replacement Services shall include, but not be limited to:

- A. Demolition Work: Demolition, removal and disposal of debris including, but not limited to, repair(s) or roof replacements, decking material, exterior finishes or materials, any underlayment, insulation, gutters, roofing systems, or parts, miscellaneous accessories.
- B. Removals: Remove all unused towers, antennas, conduit, piping, structural steel support systems, curbing, etc. as required and directed by Prince William Water Project Manager.
- C. Seals: Contractor shall seal all roof penetrations and cap all piping below the new or repair roof lines as required.
- D. Masonry: The Contractor shall perform masonry work (such as removing and replacing damaged brick or block and grout at location identified in the field.) The Contractor shall thoroughly inspect masonry, quantify and repair all cracked, open, or deteriorated mortar joints in the masonry walls. The Contractor shall also remove deteriorated mortar, re-point, and repair exterior masonry.
  - i. All mortar shall be type N to comply with the American Society for Testing and Materials (ASTM) C270. Color, texture, and joint shall match existing material.
  - ii. The Contractor shall remove all open, cracked and deteriorated mortar from the masonry joints to the depth necessary to expose sound mortar.
  - iii. The Contractor shall, if required, replace any masonry sections in accordance with the Brick Industry Association (BIA) guidelines.
- E. Protection: Contractor shall install temporary protection as needed for water tight seals or assemblies around all exposed edges of the roofing work at the end of each work day or when work must be postponed due to inclement weather.

- F. Roofing Products: All products used must be compatible with existing roofing system or materials.

Materials: All materials, repairs or replacement of work shall be made to the materials manufacturer's specifications. The Contractor shall submit all materials furnished under this contract to Prince William Water for review prior to installation.

- G. Contractor shall provide installation, replacement and or repair of the following roofing systems and components:

- i. Low Slope Roofing;
- ii. Built-Up Roof (BUR) membranes;
- iii. SBS Modified Bitumen;
- iv. Metal Roof Systems (i.e. Standing Seam);
- v. Polymer- Modified Bitumen;
- vi. Thermoplastic and Thermoset Membranes (e.g., Polyvinyl Chloride (PVC), Thermoplastic Polyolefin (TPO) and (EPDM) Ethylene Propylene Diene Monomer) Systems;
- vii. Spray Polyurethane Foam-based (SPF) Roof Systems;
- viii. Asphalt Shingles;
- ix. Roof Decking, and Underlayment of compatible system required by the Manufacturer.
- x. Insulation (i.e. high- density rigid insulation board, tapered insulation board, etc.)
- xi. exterior finishes or trim and accessories (i.e., metal fascia, metal trim, downspouts, gutters, coping, flashing, boots, nailing strips, gravel stops, etc.).
- xii. exterior waterproofing (i.e. caulking, patching, mortar, sealants, water repellants, coatings etc.)
- xiii. Roof Mounted items (ventilation fans, vent pipes covers, vents, drains, etc.) and ensure that fasteners are correctly installed and waterproofed.
- xiv. masonry or items to assist in the repairs of the roof system.

- 1.2. The Contractor shall complete all roofing systems or repairs in accordance with the National Roofing Contractors Association (NRCA), Sheet Metal and Air Conditioning Contractors National Association (SMACNA) requirements.
- 1.3. Perimeter edge metal, flashing, and coping attachment shall be in accordance with the requirements for a minimum Factory Mutual (FM) 1-90 wind uplift rating and zone rated for the proper location of the facility.
- 1.4. Prince William Water will pay for Work specified herein at the contracted firm-fixed hourly rates as indicated in the Pricing Schedule, Attachment B.
2. Method of Ordering Work/Cost Proposals:( Reference Contract Agreement Section 3.7)
3. Coordination of Work:
  - 3.1 The Contractor shall plan and coordinate all work with Prince William Water Project Manager, at least five (5) business days prior to beginning Work. Prince William Water Project Manager will ensure that access to all work spaces is made available to the Contractor.
  - 3.2 Upon authorization and prior to mobilizing to the site, the Contractor shall prepare a schedule reflecting the agreed upon start date, completion date, and the inspections required to anticipate progress of Work for each week. Should the Contractor fail to maintain progress consistent with the schedule, the Contractor shall resubmit the schedule indicating the manner in which the Contractor shall re-sequence the Work to maintain the original agreed upon completion date.
  - 3.3 The extension of the completion date shall only be allowed with the consent of Prince William Water Project Manager in writing.
  - 3.4 The Contractor shall have one (1) employee at each job site, which is designated as a Job Manager .This individual shall serve as the liaison between the Contractor and Prince William Water Project Manager.
  - 3.5 The Job Manager shall report to Prince William Water Project Manager for communication, coordination, evaluation, and quality control for any particular project. The Job Manager shall serve as the single point of contact with Prince William Water for all Work assignments.
  - 3.6 Upon request by Prince William Water Project Manager, the Job Manager shall meet with Prince William Water Project Manager for progress meetings.
  - 3.7 Scheduling of priority Work, including the interruption of a current assignment, requires the advance approval of Prince William Water Project Manager. Priority Work identified by Prince William Water Project Manager shall take precedent over current Work.

3.8 The Contractor shall not unduly interfere with the performance of Work by other contractors or Prince William Water personnel, and shall coordinate its efforts to minimize interruption to other projects adjacent to the Work.

3.9 The Contractor is required to perform the work on occupied buildings and spaces. The Contractor must conduct their work in such a way as to minimize disruption, inconvenience or safety of building occupants. The Contractor shall protect all equipment for his work.

4. Performance Requirements:

4.1. Routine Roofing Repair & Replacement Services: Prince William Water requires that service response be made at destination within three (3) business days after initial receipt of call by Prince William Water . The Contractor shall commence the routine roofing repair and replacement Services Work within five (5) business days after issuance of a Purchase Order.

4.2. Emergency Services: Prince William Water has the option of declaring any needed work to be an emergency. In the event of an emergency as deemed by Prince William Water , the Contractor shall respond to the emergency within three (3) hours of verbal notification.

A. An Emergency Response fee of \$250.00 for each response will be paid to the Contractor for each emergency request initiated by Prince William Water as outlined in the Pricing Schedule, Attachment B.

5. Work Hours:

5.1. Prince William Water may request that the Contractor perform roofing repair and replacement Services Work at any time during the year, on an emergency or non-emergency basis.

5.2. Contractor shall plan and schedule their Work and production, including daily clean up, within the constraints of the regular weekday Work hours with the exception of Emergency Work.

5.3. Contractor shall provide competent, skilled, qualified personnel to perform the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Work site(s). Contractor shall, upon demand from Prince William Water, immediately remove any Job Manager, or workman whom Prince William Water may reasonably consider incompetent or objectionable.

5.4. Regular weekday Work hours shall be from 6:00 am to 2:00 pm at the H.L Mooney Advanced Water Reclamation Facility (AWRF) and 7:00am to 5:00 pm at all other Prince William Water facilities, or as is mutually agreed to by the parties, on a regularly scheduled basis, excluding Saturdays, Sundays and Holidays. Overtime Work shall be considered Work in excess of 40 hours per week and must comply with

all permit requirements and regulations. Work, including the movement of equipment or other activity that generates noise, shall not be performed outside of normal working hours without Prince William Water 's prior written approval. The Contractor shall compensate Prince William Water for all overtime and consultant support arising from the extended hours unless the extended Work hours are directed by Prince William Water.

- 5.5. Work on weekends, nights and Prince William Water holidays will not be permitted except as approved in writing by Prince William Water . Prince William Water holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day.
  - 5.6. Man-hours paid under this contract shall be for productive hours at the job site only as evidenced by signed Work tickets provided by the Contractor to Prince William Water Project Manager.
6. Workmanship/Experience:
- 6.1 The Contractor shall perform the Work in accordance with all applicable industry standards and workmanship practices. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor is solely responsible for and shall have control over Related Services means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
  - 6.2 The Contractor shall employ fully qualified and skilled personnel capable of performing the required Work as identified herein. Prince William Water reserves the right to reject Contractor's personnel that Prince William Water determines, in its sole discretion, to be unqualified to perform the Work.
  - 6.3 The Job Manager shall have experience in project management, supervision of employees, knowledgeable in all aspects of Related Services and commercial buildings, have the ability to troubleshoot problems quickly, and capable of consulting with Prince William Water Project Manager about remedies.
  - 6.4 Prince William Water requires that the Contractors workers wear clean clothes with either a prominently displayed identification badge or company identification affixed to the clothing. Contractor job site vehicles shall display their company identification.
  - 6.5 The Contractor shall arrive at the job site prepared with the correct materials and equipment and shall maintain an adequate supply of manpower to complete the Work assignment in a safe and timely manner.
  - 6.6 The Contractor shall maintain access to the project site at all times. Any loss of access

shall be specifically coordinated and approved in advance by Prince William Water Project Manager.

6.7 The Contractor shall not act on requests or take direction from anyone except Prince William Water Project Manager.

6.8 The Contractor shall be capable of performing multiple assignments at one time for both emergency and non-emergency calls.

7. Weather:

7.1 The Contractor shall proceed with roofing Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements.

7.2 Contractor shall install temporary protection as needed for water tight seals or assemblies over all exposed areas of the roof Work at the end of each work day or when the Work must be protected due to inclement weather.

8. Delivery, Storage and Handling:

8.1 The Contractor shall transport products in a safe method to avoid damage or water intrusion and shall be delivered in manufacturer's unopened containers or packaging. The Contractor shall promptly inspect shipments to assure that products are not damaged and are in compliance with requirements and quantities. The Contractor shall provide equipment and personnel to handle products to prevent soiling or damage. The Contractor shall promptly remove products deemed damaged from the Work site by Prince William Water at the Contractors expense.

8.2 Prince William Water Project Manager will designate area(s) at the job site(s) to be utilized by the Contactor for temporary storage purposes. The Contractor shall maintain the designated temporary storage areas throughout the duration of the project and shall assume full responsibility for protection and safekeeping of products for the Work. At no time shall the Contractor place any tools, equipment, supplies, materials, etc., in Prince William Water boiler rooms, main electrical rooms or other storage areas deemed not appropriate by Prince William Water Project Manager.

8.3 The Contractor shall store all products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures, maintain within temperature and humidity ranges required by manufacturer's instructions. For exterior storage of fabricated products, place on sloped supports above ground. Cover products per manufacturer requirements that are subject to deterioration as per manufacturer requirements and provide ventilation to avoid condensation. The Contractor shall promptly remove stored products deemed damaged from the site by Prince William Water Project Manager at the Contractor's sole expense.

8.4 The Contractor shall safeguard their own materials, tools and equipment. Prince William Water shall not assume any responsibility for vandalism and/or theft of materials, tools and equipment.

9. Work Site Management and Clean-up:

9.1 The Contractor shall perform and comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. In addition, the Contractor shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work site.

9.2 The Contractor shall report all safety accidents and violations occurring during the Work immediately to Prince William Water Project Manager.

9.3 The Contractor shall maintain adequate barricades and signs and safely secure all tools and loose materials in an orderly manner at the end of each Work day.

9.4 On a daily basis, the Contractor shall keep the Work site clean and maintain a neat and orderly site in accordance with the General Conditions and other Contract Documents to the satisfaction of Prince William Water. The Contractor shall remedy any situation deemed by Prince William Water Project Manager to be an unacceptable presentation of the Work site to the public.

9.5 The Contractor shall keep his haul route and Work area(s) neat, clean, and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill.

9.6 Debris shall become the property of the Contractor and the Contractor shall remove it from the Work site at the end of each workday in accordance with applicable rules and regulations. If required by Prince William Water Project Manager, the Contractor shall submit a disposal manifest from the licensed disposal facility with paid invoices.

9.7 The Contractor shall remove, on a daily basis all scrap, litter, unused materials, packaging materials, empty boxes, debris, etc., resulting from operations at each particular job site, and leave the Work area and premises in clean and satisfactory condition. It is the Contractor's responsibility to properly dispose of all excess material.

9.8 Fences which interfere with the Work shall be relocated, dismantled, or modified only in accordance with the agreement between Prince William Water and the property owner, or in accordance with mutual agreement of the Contractor and the property owner, as applicable. Such relocation, dismantling or modification shall only be for the period of time that has been agreed upon. If gates are installed for the Contractor's use per such agreement, the gates shall be kept closed and locked at all times when not in use. The Contractor shall maintain the existing fences affected by the Work

until completion of the Work. Upon completion of the Work, the Contractor shall restore all fences to their original or better condition and to their original location, or in accordance with the agreement between Prince William Water and the property owner.

- 9.9 The Contractor shall protect all trees, shrubs, and landscape areas, except those ordered to be removed, from undo damage, debris and pollution. No excavated material shall be placed so as to injure such trees or shrubs. The Contractor shall replace trees, shrubs, or landscape areas destroyed by accident or negligence of the Contractor or the Contractor's employees or Sub-contractors with new stock as directed by Prince William Water Project Manager, in conformance with the Prince William County Design and Related Services Standards Manual (DCSM) Section 804, at the proper season, and at the Contractor's expense.
- 9.10 Lawn areas shall be left in as good a condition as before the start of the Work. The areas where sod has been removed shall be restored by seeding or sodding, free of roofing debris such as scraps, nails and all other debris.
- 9.11 The Contractor is entirely responsible for all damage to culverts, building foundations and walls, retaining walls, or other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, other Work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement during the prosecution of the Work. Prince William Water shall hold the Contractor liable for damages to public or private property resulting from the Work. The Contractor shall protect all pipes carrying liquid from freezing.
- 9.12 The Contractor shall, upon completion of the Work through or on private property, restore the surface and all fences or other structures disturbed by the Contractor's operations as nearly as possible to the existing conditions or as required by the Contract Documents.
- 9.13 The Contractor shall not use or remove material from private property without the written consent of the property owner or responsible party in charge of such property.
- 9.14 If restoration Work is not performed promptly, Prince William Water, after 48 hours written notice to the Contractor, may retain the services of another Contractor to perform the restoration Work. The cost for the performance of this restoration Work authorized by Prince William Water and performed by others shall be at the Contractor's expense.

## 10. Environmental Controls

### 10.1 Pollution Control:

The Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from Related Services

activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances shall be permitted to enter sanitary sewers, and the Contractor must take reasonable measures to prevent such materials from entering any drain or watercourse.

#### 10.2 Sanitary Facilities:

The Contractor shall not use any of Prince William Water 's existing sanitary facilities or those included in the Work. The Contractor shall furnish and maintain adequate temporary sanitary facilities for the Contractor's personnel, as necessary, including all Subcontractor personnel, for the duration of the Contract.

#### 10.3 Protection of Utilities:

A. The Contractor shall protect from doing damage to any public utility installations. Such structures include, but are not limited to, all poles, tracks, pipes, wires, conduits, vaults, manholes, and facilities, whether owned or controlled by public bodies or privately owned individuals, firms or corporations, used to serve the public with transportation, gas, electricity, telephone, storm and sanitary sewers, water, or other public or private utility services.

#### B. Preservation of Service

i. The Contractor shall, at all times in performance of the Work, employ proven methods and exercise utmost care and skill to avoid unnecessary delay, injury, damage, or destruction to public utility installations and structures. The Contractor shall avoid unnecessary interference with or interruption of public utility services, and the Contractor shall cooperate fully with the owners of public utility installations. All Work affecting existing utilities is subject to the requirements and approval of such utility.

#### 11. Permits:

11.1. The Contractor shall obtain the required permit(s) needed for the Work. If any Work is performed or not completed under a valid permit, the Contractor will be responsible for any fines, including, but not limited to, notice of violations at no additional cost to Prince William Water.

11.2. The Contractor shall display all valid permits or make readily available at each Work site.

12. Inspections:

- 12.1. Prince William Water reserves the right to inspect all Work or hire a third-party inspector to conduct inspections and the inspections may result in recommendations or identify items for correction.
- 12.2. Contractor shall give Prince William Water prompt, reasonable written notice during working days, and no less than twenty four 24-hours in advance of when any part of the Work is ready for the required inspections, tests, or approvals. All notices, inspections, tests and approvals shall occur during normal working hours unless approved in advance and in writing by Prince William Water.
- 12.3. The Contractor shall provide all necessary access, equipment and proper facilities for complete inspection(s).
- 12.4. The Contractor shall include inspections as part of their schedule.

13. Rejection Of The Work:

- 13.1. The Contractor shall promptly, and at no additional cost to Prince William Water , make whatever adjustments or corrections which may be necessary to correct any defects, including all Work found after an inspection to be damaged, improper, incomplete or imperfect, and/or not operating or functioning in a satisfactory to Prince William Water , and/or failing to perform as specified, unless such conditions are the direct result of causes of delay, Prince William Water negligence, or failure to adequately maintain the Work.

14. Meetings:

- 14.1 Upon request, Prince William Water will arrange a related Services conference that will include representatives of Prince William Water , the Contractor, and other agencies, both governmental and private, affected by the Work to discuss and clarify points of issue involving the Related Services schedule, restrictions, and the general conduct of the Work under this Contract. After the requested meeting, Prince William Water will approve the Related Services schedule and start of Work date after the requested meeting.
- 14.2 Instructions delivered or commitments made at any requested meeting will be binding on all parties concerned. Minutes of the meetings may be prepared by Prince William Water , and copies shall be made available to all parties attending.
- 14.3 Prince William Water reserves the right to request a mandatory meeting at any time.

15. Existing Facilities:

- 15.1 The Contractor shall provide and maintain such temporary supports, or protective devices as may be necessary to preserve the functions of the various utility systems throughout the duration of the Work.
- 15.2 Any damage to utilities ( electrical, mechanical, gas lines, HVAC, etc.) by the Contractor shall be repaired or replaced in accordance with local codes and performed by a licensed contractor in Virginia, at the expense of the Contractor.
- 15.3 The Contractor is responsible for any collateral damage incurred while delivering equipment or materials while preparing for or providing Work in this Contract. The Contractor is required to restore to their original condition any yard surfaces, roadways, curbs, gutters or structures which are damaged by the Contractor's activities.

16. Final Acceptance:

- 16.1 Upon due notice from the Contractor of presumptive completion of the entire project, Prince William Water will make an inspection. If all Work provided for and contemplated by the contract is found complete to his/her satisfaction, this inspection shall constitute the final inspection and Prince William Water will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.
- 16.2 If, however, Prince William Water inspection discloses any Work in whole or in part, as being unsatisfactory, the Contractor shall promptly make whatever adjustments or corrections which may be necessary to correct any defects, including all Work found to be damaged, improper, incomplete and/or not operating or functioning in a satisfactory within seven (7) working days from date of notice. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, Prince William Water will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**END OF SECTION**

## **SUBMITTALS AND DELIVERABLES**

### **1.01 GENERAL**

The Contractor shall provide to Prince William Water any Submittals and Deliverables as listed herein or as may be requested for the individual Work.

- 1.1. Review of submittals or deliverables by Prince William Water or Prince William Water Representative does not relieve the Contractor of his sole responsibility for compliance with the Contract Documents.
- 1.2. The Contractor shall prepare and submit a preliminary schedule for accomplishing the Work. The Purchase Order will serve as the “Notice to Proceed”. The Contractor shall submit a fully complete progress schedule no later than fifteen (15) Days after issuing the Purchase Order.
- 1.3. Contractor shall provide and distribute copies of accepted submittals to concerned persons, and shall instruct recipients to report promptly any inability to comply with provisions.

### **2.01 SUBMITTALS**

#### A. Schedule

1. Submit schedule within 15 Days after date established for Commencement of the Work.

#### B. Pay Application or Invoice

1. Pay Application or invoice with proper itemized breakdown and supporting backup.

## ATTACHEMENT B PRICING SCHEDULE

The Bidder shall agree to provide Work at the following firm fixed delivered unit prices, in accordance with the Specifications and/or terms and conditions identified herein. Prices shall include all direct and indirect costs such as travel, disposal fees, overhead and profit, supervision, etc.

The quantities specified are annual estimates only to be used in the evaluation of Bid responses. These quantity estimates are not necessarily purchased under any resulting contract. If requirements do not result in an order in the quantities described as “estimated,” that fact shall not constitute the basis for an equitable price adjustment.

Minimum order quantities not allowed. There is no guarantee of the amount of Work and quantities.

**The Contractor shall not subcontract any portion of the Work without prior written consent of Prince William Water.** In the event that the Contractor desires to subcontract some part of the Work specified in the contract, the Contractor shall furnish Prince William Water the names, qualifications, and experience of the proposed Subcontractors. The Contractor however shall, remain fully liable and responsible for the Work to be done by his/her Subcontractor(s) and shall assure compliance with all the requirements of the contract.

<b>ROOFING REPAIR AND REPLACEMENT SERVICES</b>					
<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Est. Qty</b>	<b>Regular Hourly Rate</b>	<b>Extended Price</b>
<b>Asphalt Singles</b>					
1	Asphalt Shingles Roofer	Hour	120		
2	Asphalt Shingles Helper	Hour	120		
<b>Built-up Roof (BUR) Membranes</b>					
3	BUR Roofer	Hour	40		
4	BUR Helper	Hour	40		
<b>Ethylene Propylene Diene Terpolymer (EPDM)</b>					
5	EPDM Roofer	Hour	80		
6	EPDM Helper	Hour	80		
<b>Polyvinyl Chloride (PVC)</b>					
7	PVC Roofer	Hour	40		

8	PVC Helper	Hour	40		
<b>SBS or Polymer Modified Bitumen</b>					
9	SBS/PMB Roofer	Hour	20		
10	SBS/PMB Helper	Hour	20		
<b>Sheet Metal Flashing, Trim and Related Miscellanies Service</b>					
11	Metal/Trim Roofer	Hour	120		
12	Metal/Trim Helper	Hour	120		
<b>Metal Roofing Systems (i.e. Standing Seam)</b>					
13	Standing Seam Roofer	Hour	120		
14	Standing Seam Helper	Hour	120		
<b>Thermoplastic Roofing (TPO)</b>					
15	TPO Roofer	Hour	40		
16	TPO Helper	Hour	40		
<b>Spray Polyurethane Foam Based (SPF) Roof System</b>					
17	SPF Roofer	Hour	40		
18	SPF Helper	Hour	40		
<b>Masonry</b>					
19	Mason	Hour	40		
20	Mason Helper	Hour	40		
<b>Grand Total Amount</b>					

All unit prices are fully burdened.

**TOTAL, ALL ITEMS: (\$ \_\_\_\_\_ )**

**TOTAL, ALL ITEMS: (\$ \_\_\_\_\_ )**  
*In Writing*

**Add Alternate Rates**

Additional rates for out-of-scope Work which may be related or not related to the Work under any given Job Work Order, including labor, materials and equipment, as required and authorized by Prince William Water:

The following rates shall be paid for extra Work if authorized by Prince William Water unless the item appears in Lot 1 table, in which case that price shall govern. No percentage to be added. All equipment rental rates include the operator and all operating costs. Rates shall be paid for the time the equipment and labor is actually used for the Work. No payment shall be made for idle equipment. The equipment rental rates specified herein are the rates that shall be paid regardless of the position classification of the person operating the equipment. No mobilization shall be paid on extra Work.

**No mobilization shall be paid on Lot 2 Add Alternate Rates.** All rates are fully burdened.

Lot 2 (Unit Prices)		
Labor Category	Unit of Measures	Rates
Superintendent	Hours	\$
Foreman	Hours	\$
Carpenter	Hours	\$
Carpenter Laborer	Hours	\$
Bricklayer	Hours	\$
Brick Mason (Finished Work above ground)	Hours	\$
Brick Mason Laborer	Hours	\$

**Any item not addressed herein associated with the proposed Work shall be negotiated on a case by case basis. Contractor shall provide unit price to Prince William Water when requested.**

**In order for Your Bid to be declared responsive, the following Bid Submittals must be included in your Bid response:**

- **Signed IFB Cover Page**
- **IFB Submission Form**
- **Fully Completed Pricing Schedule**
- **Form A– Bidder Reference Form**
- **Form B – Subcontractor Reference Form**
- **Form C – Subcontractor No-Conflict of Interest Form**
- **Form E– State Corporation Commission Form**
- **Addendum Acknowledgement**

\_\_\_\_\_  
**Bidder Name**

\_\_\_\_\_  
**Bidder Signature**

## ATTACHMENT C REQUIRED INSURANCE LIMITS

### Insurance Coverages and Limits:

<b>Coverage Required</b>		<b>Minimum Limits</b>
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit
	Contractual Liability	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
3.	Automobile Liability	\$2,000,000 Combined Single Limit
	Owned, Hired & Non-Owned	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
4.	Umbrella or Excess Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage Prince William Water may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Best's Guide Rating	A-:VII or Better, or Equiv.
8.	The Certificate must state Contract No. IFB SA 2624	

## **ATTACHMENT D PRINCE WILLIAM WATER SMALL, WOMEN OR MINORITY-OWNED AND SERVICE-DISABLED VETERAN-OWNED BUSINESS GOAL**

It is an important business objective of Prince William Water to promote the economic enhancement of small, women- owned, minority-owned and service-disabled veteran-owned small businesses (SDV), collectively known as SWaM. The success of Prince William Water in maximizing participation in contracting or sub-contracting opportunities of SWaM firms (whether as a prime contractor or a subcontractor) is dependent upon Prince William Water bidders/offerors and contractors partnering with us in this important endeavor.

### **A. Obtaining Certification**

Eligible firms are encouraged to obtain certification as a SWaM business by using the services and assistance of the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) and the Small Business Administration (SBA) or other resources to obtain certification. Prince William Water recognizes several certification sources including:

#### **Primary Certification Entity:**

The Virginia Department of Supplier Diversity (SBSD): <https://www.sbsd.virginia.gov/>

#### **Other Certification Entity Partners of Prince William Water Include:**

- (1) Small Business Administration [www.sba.gov](http://www.sba.gov)
- (2) Women’s Business Enterprise National Council [www.wbenc.org](http://www.wbenc.org)
- (3) National Minority Supplier Development Council [www.nmsdc.org](http://www.nmsdc.org)
- (4) Carolina-Virginia Minority Supplier Diversity [www.cvmsdc.org](http://www.cvmsdc.org)
- (5) Other U.S. State or Local Government Supplier Diversity Programs such as the North Carolina Unified Certification Program, the Maryland Office of Minority Business Enterprise and other State certification programs. Some local government programs are also accepted provided the certification process is other than self-reporting.

### **B. Maximizing Sub-contractor Opportunities**

Bidders/Offerors and Prime Contractors should take affirmative steps prior to submission of bids/proposals and after award of a contract to facilitate participation by SWaM businesses by providing subcontractor or sub-consultant opportunities or by partnering with a SWaM firm. Such efforts may include:

- (1) Establishing and maintaining a current list of small, women-owned, minority-owned and service-disabled veteran sources available to provide goods/services.
- (2) Use the services and assistance of the Department of Small Business and Supplier

Diversity of the Commonwealth of Virginia (SBSD) or other similar resources to identify sub-contractors or sub-consultants.

- (3) Encourage existing sub-contractors or sub-consultants to seek certification from one of the certification programs identified above if they are eligible.
- (4) Segment total work requirements to permit maximum SWaM participation through subcontractors or partnerships.
- (5) Assure that SWaM firms are solicited whenever they are potential sources of goods or services. This step may include:

Sending letters or making other personal contact with SWaM firms and SWaM related associations. SWaM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

- (i) Specific description of the work to be contracted;
  - (ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
  - (iii) Date the information is due to the Bidder/Offeror;
  - (iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWaM subcontractor should contact for additional information.
- (6) Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect tab on the solicitation webpage on eVA, Virginia's e-procurement portal and to follow projects on Prince William Water's website [www.princewilliamwater.org](http://www.princewilliamwater.org).

**ATTACHMENT E CONTRACT AGREEMENT**

Procurement Department  
T: (703) 335-8925



**ATTACHMENT E CONTRACT AGREEMENT**

**AGREEMENT NUMBER:** SA [REDACTED]

**SUBJECT:** \_\_\_\_\_ Services

**BY AND BETWEEN:**

**Prince William Water:**

PRINCE WILLIAM COUNTY SERVICE AUTHORITY  
4 COUNTY COMPLEX COURT  
WOODBIDGE, VIRGINIA 22192  
T: (703) 335-8925 / F: (703) 335-7954

**And the Contractor:**

**XYZ Company**

**Address** [REDACTED]

**Address** [REDACTED]

Telephone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Contact Person: [REDACTED]

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[REDACTED] SERVICES

**AGREEMENT SA [REDACTED]**

Between

**PRINCE WILLIAM WATER**

And

**XYZ COMPANY**

For

THIS [REDACTED] Agreement (hereinafter referred to as [REDACTED] Agreement” is made between the Prince William County Service Authority, (hereinafter referred to as “Prince William Water”), AND

XYZ Company authorized to do business in the State of Virginia, (hereinafter referred to as “Contractor”), whose place of business is [Insert Address].

WHEREAS, Prince William Water solicited bids from qualified contractors on [Insert Date of IFB Release], pursuant to Prince William Water IFB SA XXXX. Contractor submitted a response to the IFB dated [Insert Date of Response Submittal]. Based upon the representations of Contractor in the Response to IFB, which representations Prince William Water has relied upon, Prince William Water selected the Contractor to provide said continuing [REDACTED] Services for Prince William Water; and

WHEREAS, the Contractor is willing and able to perform such [REDACTED] Services for Prince William Water within the basic terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, Prince William Water and Contractor agree as follows:

## SECTION 1 DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this \_\_\_\_\_ Agreement and apply unless the context indicates a different meaning:

### A. Standard Definitions:

1. **Administrative Contracting Officer (ACO) also referred to as Contract Administrator:** Prince William Water employee holding a valid Warrant and designated to manage and document the Contractor's performance and compliance with all of the terms and conditions of the Contract. The ACO manages contract change orders, modifications and amendments, approving, or recommending approval of the same, if required. The ACO assigns contract management functions to the Contracting Officer Representative (COR), subject to established threshold limitations, for each designated contract.
2. **Change Order:** A written order to the Contractor executed by Prince William Water, issued after execution of an agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times.
3. **Contract/Agreement:** When used as a proper noun and capitalized the terms "Contract" or "Agreement" shall mean: this agreement. (When used as a common noun with lower case the terms "contract" or "agreement" shall mean: a mutually binding legal agreement between two or more parties.).
4. **Contract Document(s):** Documents which establish the rights and obligations of the Contractor and Prince William Water and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written Amendments, Change Orders, the Solicitation, Work Change Directives, Field Orders, and Contract Administer (ACO)'s written interpretations and clarifications issued on or after the Effective Date of the resulting contract.
5. **Contracting Officer (CO) also referred to as Procurement Manager:** Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by Prince William Water's General Manager and Board of Directors.
6. **Contracting Officer Representative (COR) also referred to as Prince William Water Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Authority Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
7. **Contractor:** The person or entity, including employees, servants, partners, principals, agents, and assignees that obtained from Prince William Water a contract to provide the services set forth herein.
8. **Contractor's Project Manager:** The Contractor's person responsible for the Work.
9. **Day(s):** Calendar days, unless otherwise specified.
10. **Deliverable(s):** All electronic and/or physical items, products, reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, and specifications, the Contractor must deliver to Prince William Water, at a specified date(s), and meeting

- the criteria defined in this [ ] Agreement and/or all other subsequent task and sub-task agreement pursuant to this [ ] Agreement.
11. **Dollar “\$”:** United States of America dollars.
  12. **Effective Date of the Contract/Agreement:** The date this Contract/Agreement becomes effective as documented by Prince William Water on the signature page of the Contract/Agreement.
  13. **Field Order:** A written order issued by the Contractor which requires minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
  14. **Final Payment:** Payment made by Prince William Water for completed services and representing the balance of Prince William Water’s financial obligation for a specified project.
  15. **Hourly Rate:** The rate specified in the Agreement for the individual employee and employee category on a specific project. The rates are as specified in the attached EXHIBIT B, Compensation and Labor Costs.
  16. **Intellectual Property Rights:** All of Contractor’s right, title, and interest under and to all trademarks, service marks, copyrights, know-how, trade secrets, curricula, text books, reference material, tests, online course material and programming, computer programs, sound files, technology, software, techniques, methods, ideas, and processes incorporated into or delivered in the course of performing the Work and all other forms of intellectual property rights and protections throughout the world, whether delivered via USB, Internet download, or other media, relating to Contractor and the materials and all future modifications, refinements, and improvements thereto, and any divisions, reissues, continuations in part, and extensions of the foregoing now or hereafter owned by Contractor or under which Contractor now has the rights.
  17. **Key Person (Key Personnel):** Any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
  18. **Lump Sum:** A method of payment to the Contractor for a fixed sum amount, which constitutes total compensation to the Contractor for the performance by the Contractor of the Work stated in [ ] Agreement.
  19. **Materials:** All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
  20. **Notice to Proceed:** A written notice issued by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
  21. **Prince William Water: Prince William County Service Authority**
  22. **Procurement Officer:** A delegate of the Procurement Manager.
  23. **Subcontractor:** An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.
  24. **Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

25. **Work:** The entire completed Construction, “goods”, or Services or the various separately identifiable parts thereof required to be provided under a Contract or Purchase Order. Work includes and is the result of performing or providing all labor, Services, and documentation necessary to complete the Work, all as required by the Contract or Purchase Order.
26. **Work Order:** A written agreement between Prince William Water and the Contractor meeting the requirements set forth in this [REDACTED] Agreement to perform work within the scope of work as described in EXHIBIT A, Scope of Work herein, or as approved by the Board of Directors.
27. The terms “**in writing**” and “**written**” mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.

## SECTION 2 SCOPE OF SERVICES

- A. The Contractor shall provide services, as specified in this Agreement, to Prince William Water as described in Exhibit A, Scope of Work.
- B. The Contractor hereby represents to Prince William Water, with full knowledge that Prince William Water is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, experience and manpower to perform the services in a manner consistent with the standard of care in the industry.
- C. Prince William Water may request changes that would increase, decrease, or otherwise modify the Scope of Work. Such changes must be contained in a written Change Order or Modification executed by the parties authorizing and directing an addition, deletion or revision in the Work or an adjustment in the compensation and/or schedule, in accordance with the provisions outlined in Section 4.20 of this Agreement.
- D. Prince William Water may, at its sole discretion, solicit Bids from other entities for services for any Project or other work outlined in Exhibit A, Scope of Work, of this [REDACTED] Agreement.
- E. Contract Documents: Prince William Water shall use Uniform Contract Documents as binding Contract Documents (Contract Agreements, Exhibits, RFPs/IFBs, etc.), which are under ownership of Prince William Water. No changes to Prince William Water Uniform Contract Documents are permitted without the express written consent of Prince William Water. Any changes made without Prince William Water consent is strictly prohibited and considered null and void.

## SECTION 3 SPECIAL TERMS AND CONDITIONS

### 3.1 Contract Prices

- A. Contract prices shall be in the form of firm fixed hourly rates in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct

and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, etc. All overtime rates shall be time and a half of the hourly rate indicated in Pricing Schedule. Anything other than time and a half will not be accepted.

- B. The Contractor may be required to provide materials, rental equipment (such as cranes, aerial lifts, scaffolding) and/or Subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, rental equipment or Subcontractors, compensation will be based on the actual cost of the materials, rental equipment and Subcontractors with an administrative fee to be equal to the percentages shown below. No extra charges will be allowed.
  - a) Materials Administrative Fee: 6%
  - b) Rental Equipment Administrative Fee: 7%
  - c) Subcontracting Administrative Fee: 5%
- C. Additionally, the Contractor may be required to provide emergency repair services within three (3) hours. The Contractor will be paid a fee of \$250.00 per Emergency Response Request in addition to the firm fixed hourly rates.

### **3.2 Compensation Billing and Payment**

- A. Prince William Water agrees to pay the Contractor compensation for the Work provided for in this [ ] Agreement as defined in EXHIBIT B, Compensation and Labor Costs.
- B. If Prince William Water requests Contractor to incur expenses not contemplated, Contractor shall notify Prince William Water in writing and obtain Prince William Water approval in writing prior to incurring such expenses.
- C. Invoices (or Applications for Payment) must contain sufficient information for Prince William Water to verify that the work was performed in accordance with this Contract. The Contractor shall submit documentation with each invoice as detailed in EXHIBIT D, Invoicing Procedures.

### **3.3 Contract Term Renewal and Price Adjustments**

- A. Term of Agreement: This [ ] Agreement shall commence on the date this instrument is fully executed by all parties and shall expire after one (1) year(s), unless and until terminated pursuant to the terms and conditions herein.
- B. Prince William Water reserves the right to renew this [ ] Agreement for four (4) additional one (1)-year periods under the same terms and conditions, contingent upon successful performance of the Contractor and subject to mutual agreement.
- C. Prince William Water will notify the Contractor in writing ninety (90) Days prior to the expiration of the [ ] Agreement, or any extension thereof, of Prince William Water's intention. If Prince William Water elects to extend the Agreement, the Contractor shall immediately respond as to whether the contract extension is acceptable. Such

extension shall be executed within thirty (30) Days of Prince William Water's original notice.

D. Price Adjustments Negotiated Based on Changes in Contractor's costs:

If Prince William Water elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the category of Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, all items Section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

Price adjustments, as approved by Prince William Water, shall become effective on the anniversary (annual renewal) date of each contract year as agreed upon by both parties via a fully executed Contract Modification. The Contractor shall bill on new approved rates from the effective date onwards. Retroactive rate adjustments are not allowed under this Agreement.

Prince William Water reserves the right to unilaterally extend an existing contract to allow for continuation of work through completion, even if a new contract has not been placed into effect.

E. Availability of Prince William Water's Personnel

Upon a reasonable request, Prince William Water will make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation in order to perform its obligations under the Contract.

### **3.4 Stop-Work / Suspension of Work**

A. Prince William Water may, at its sole option, decide to suspend or stop the Contractor's performance of the services required under the contract. When, and if such action is considered, Prince William Water shall notify the Contractor of its decision in writing. The order shall be specifically identified as a stop-work order under this Section. Upon receipt of the stop-work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work order during the period of suspension.

B. Upon receipt of any such notice, and unless the stop-work notice directs otherwise, the Contractor shall:

1. Immediately discontinue performing any services on the date and to the extent specified in the stop-work order;
2. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the stop-work notice;

3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to Prince William Water, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
  4. Continue to protect and maintain the work including those portions on which performance has been suspended.
- C. As full compensation for such suspension, the Contractor shall be reimbursed for the following documented costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of performance:
1. All reasonable costs associated with the mobilization and demobilization of the Contractor's workforce and equipment;
  2. An equitable amount to reimburse the Contractor for the cost of maintaining and protecting that portion of the work that has been suspended;
- D. If, as a result of any such suspension, the cost to the Contractor of subsequently performing the service is increased or decreased, Prince William Water may consider making an equitable adjustment in accordance with Section 4.23 Disputes and Claims.
- E. The Contractor may suspend the Work or terminate the [REDACTED] Agreement for Prince William Water's delay in payment, other than payments in dispute, beyond sixty (60) Days.
- F. Prince William Water shall notify the Contractor in writing when the stop work has been lifted. Prince William Water shall provide in writing an effective date to resume work.

### **3.5 Access (Equipment)**

Prince William Water agrees to permit the Contractor's authorized personnel access to Prince William Water's [specify] equipment at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contract.

### **3.6 Access (Facilities)**

Prince William Water agrees to permit the Contractor's authorized personnel access to Prince William Water's [specify] facility / facilities at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contractor.

### **3.7 Method of Ordering/Allocation of Work**

Should Prince William Water elect to make an award to multiple firms, authorized Prince William Water staff will allocate the work by requesting proposals from each awardee based upon the prices specified in the Contract. The award of the work will be made to the firm who has submitted the lowest proposal cost to perform the work, within the timeframe requested by Prince William Water staff. No work shall be performed without an authorized Purchase Order.

Cost Proposals: Prior to the commencement of work, Prince William Water Contracting Officer Representative will request cost proposal(s) from the contractor(s) with a statement of work required, an outline specification of essential materials, and sketches and drawings, if available.

- A. The Contractor(s) shall inspect each project site, ascertain the conditions, and work requirements within three (3) working days after receipt of a cost proposal request.
- B. Within ten (10) working days of visiting the site, the Contractors shall provide a detailed, written cost proposal in the form of a not-to-exceed amount based on the contract rates to include time, labor, materials, equipment, subcontractors and any expenses necessary to complete the Work. Depending on the nature of the work, Prince William Water Project Manager will determine which of the following the Contractor must submit:
  - 1. Unit price cost proposal (when the quantity of labor and materials needed for the Work is not well defined) or
  - 2. Lump sum cost proposal (when the quantity of labor and materials needed for the Work is well identified)

Any exceeding hours beyond the not-to exceed cost estimate must be approved by Prince William Water prior to proceeding with the work.

The Cost Proposal shall accompany the Work Order/Authorization Request Form. (see attached)

- C. The detailed cost proposal shall contain the following:
  - 1. A clear and specific statement of the entire scope of work covered in the proposal with reference to the facility by name and/or address.
  - 2. A statement of the hourly rates for labor, materials and/or rental equipment costs for each of the elements of the statement of work in accordance with terms and conditions delineated in the Contract.
  - 3. The number and type of employees required and estimated completion date for all required work in accordance with terms and conditions delineated in the Contract.
  - 4. A list of proposed subcontractors.
  - 5. A signed statement confirming that the Contractor has visited the work site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work required.
- D. Should the Contractor require materials, rental equipment (such as forklifts, aerial lifts) and/or subcontractors not identified in their original proposal to complete the work, compensation for such items is based on actual cost with an administrative fee equal to the

percentage shown in the Special Terms and Conditions, Section 3.1 Contract Prices. Prince William Water Contracting Officer Representative shall approve the cost of such items.

- E. Costs incurred for material acquisition, handling, delivery and movement of Contractor-owned or rental equipment; inspections; estimates and administrative duties are overhead. The Contractor must include these costs in the hourly labor rates listed on the Pricing Schedule.
- F. Prior to acceptance of the cost proposal and issuance of a Prince William Water Purchase Order, Prince William Water Contracting Officer Representative and the Contractor shall mutually agree upon a start and completion date for each particular Work Order. The agreed upon dates shall be included on the purchase order. In accepting a Prince William Water purchase order, the Contractor certifies it has access to the labor, supplies, materials, and equipment necessary to complete the Work by the completion date.
- G. The Contractor must sign all proposals.
- H. It is the responsibility of the Contractor to ensure he/she has all the information necessary to prepare the estimate.
- I. The End-User selects the cost proposal from the lowest priced Contractor. However, the SA reserves the right to award the Work Order to a more responsive Contractor when time is of the essence.

If the proposal is satisfactory, Prince William Water will notify the Contractor. The Contractor shall only perform work upon Prince William Water's written authorization by the issuance of a Purchase Order or Notice to Proceed. Upon authorization, actual work shall not exceed the Contractor's estimate. If Prince William Water deems the proposal unsatisfactory for any reason, Prince William Water reserves the right to negotiate all unsatisfactory components and to require the Contractor to submit a revised proposal for consideration. **Prince William Water reserves the right to reject the Contractor's proposal with or without cause.**

### **3.8 Not Used.**

### **3.9 Contractor's Personnel**

The presence or duties of the Contractor's personnel at a work site, whether as onsite representatives or otherwise, do not make the Contractor or the Contractor's personnel in any way responsible for those duties that belong to Prince William Water and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health and safety precautions required by such construction work.

The Contractor and the Contractor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any

health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Contractor's own personnel.

### **3.10 Delivery**

- A. Any delivery resulting from an award from the solicitation shall be made during the normal working hours of Prince William Water. Time is of the essence and the delivery shall be made in accordance with the specified delivery schedules or as soon as possible after receipt of the purchase order, contract or procurement card order.
- B. If you are awarded a contract from the solicitation process and you fail to deliver or perform on or before the required date, Prince William Water reserves the right to CANCEL the purchase order or contract and make the purchase elsewhere, and you may be required to compensate Prince William Water for any difference in price paid for the product or service and any damages sustained by Prince William Water.
- C. You are solely responsible for making any and all claims against carriers for missing or damaged items. Prince William Water will assist with your claims as required. Partial shipments are not acceptable unless otherwise stated in the purchase order or other Contract Document.

### **3.11 Environmental Violations**

For all contracts and subcontracts in excess of \$200,000.00, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

### **3.12 Final Inspection**

At the conclusion of the work, the Contractor shall demonstrate to the authorized Prince William Water representative that the work is fully operational and in compliance with contract specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

### **3.13 Guarantee of Work**

The Contractor shall guarantee all workmanship and materials to be free from defects, rust and/or peeling for a period of one (1) year from the date of final acceptance. Upon notification, the Contractor shall, within five (5) working days, correct such defects and/or deficiencies at his own expense. Final acceptance does not relieve the Contractor from responsibility from latent defects or deficiencies.

### **3.14 Intellectual Property Indemnity**

- A. The Contractor warrants that products and/or services sold to Prince William Water by the Contractor and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. The Contractor shall indemnify, defend, settle on behalf of, and hold harmless Prince William Water from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by Prince William Water, by reason of, resulting from, or arising in connection with any breach of this Section.
- B. Prince William Water shall promptly notify the Contractor of any claim regarding indemnification and give information and assistance reasonably requested by the Contractor and the Contractor is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, the Contractor shall, at its own expense and at Prince William Water's option, obtain for Prince William Water either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it becomes non-infringing, or refund the value of such products and/or services and accept return for same.
- C. The Contractor shall have no liability to Prince William Water with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Contractor's compliance with Prince William Water's proprietary design, specification, or instructions, from Prince William Water's modification of such product without disclosure to the Contractor, or Prince William Water's use of such product with any product and/or service not supplied by the Contractor (except as specified by the Contractor).

### **3.15 Performance and Payment Bonds for Projects Over \$500,000.00 if applicable**

Upon receiving Notice of Acceptance of a Cost Proposal from Prince William Water for a particular project exceeding \$500,000.00, the Contractor shall, within ten (10) Days, furnish to Prince William Water the following required bonds. Notice to Proceed will not be given until all required bonds are received, reviewed, and accepted by Prince William Water.

- A. A Performance Bond in the sum of the project amount conditioned upon the faithful performance of the contract in strict conformity with the applicable plans, specifications, and conditions of the contract.
- B. A Payment Bond in the sum of the project amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime Contractor to whom the contract was awarded, or to any Subcontractors, in the prosecution of the Work provided for in such contract, and shall be conditioned upon the prompt payment of all such materials furnished or labor supplied or performed in the prosecution of the Work. "Labor or Materials" shall include public utility services and reasonable rental of equipment, but only for period when the equipment rented is actually used at the job site.

- C. Each of such bonds shall be executed by one (1) or more surety companies, selected by the Contractor, which are legally authorized to do business in the Commonwealth of Virginia.

### **3.16 Rider Clause**

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William Water acts only as the “Contracting Agent” for these public bodies.

It is the Contractor’s responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is inconsistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract’s terms and conditions.

Prince William Water shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

### **3.17 Subcontracts**

No portion of the work shall be subcontracted without prior written consent of Prince William Water. All Bidders shall include with their bid submission the attached **Form B-1 – Subcontractor Reference Form** listing all proposed Subcontractors to be utilized under this resulting contract. Prince William Water reserves the right to reject the Contractor’s selection of Subcontractors if it is deemed to be in the best interest of Prince William Water to do so. If a Subcontractor is rejected, the Contractor may replace that Subcontractor with another Subcontractor subject to the approval of Prince William Water. Any such replacement shall be at no additional expense to Prince William Water, nor shall it result in an extension of time without Prince William Water’s approval.

## **SECTION 4 GENERAL PROVISIONS**

### **4.1 Independent Contractor**

- A. The Contractor shall be acting as an independent Contractor and will not be considered or deemed to be an agent, employee, joint venture, or partner of Prince William Water. The Contractor will have no authority to contract for or bind Prince William Water in any manner and shall not represent itself as an agent of Prince William Water or as otherwise authorized to act for or on behalf of Prince William Water.
- B. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this [REDACTED] Agreement shall be those of the Contractor.

- C. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them to solicit or secure a contract / agreement with Prince William Water and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon on resulting from this Agreement. In the event the Contractor violates this provision, Prince William Water shall have the right to terminate this  Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- D. Prince William Water may require, in writing, that the Contractor remove from the work site any employee Prince William Water deems incompetent, careless, or otherwise objectionable.
- E. The Contractor will not require any employee to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.
- F. Immigration Reform and Control Act of 1986. The Contractor certifies to Prince William Water that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

#### **4.2 No Assignment of Contract**

- A. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Prince William Water's Procurement Manager. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:
  - 1. a “change of control” is deemed an assignment of rights; and,
  - 2. “merger” refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing corporation.
- B. Consequences of Purported Assignment or Delegation. Any purported assignment of rights or delegation of performance in violation of this Section will be void.

#### **4.3 Governing Law and Choice of Forum**

This Contract is binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Contract is governed by the laws of the Commonwealth of Virginia.

#### **4.4 Permits, Licenses, Certificates, and Taxes**

- A. The Contractor shall be solely responsible for complying with any applicable Federal, State and Municipal laws, codes and regulations that may be required.
- B. Prince William Water reserves the right to require documentation that Contractor is abiding by the ordinances, regulation, and laws of their community and the Commonwealth of Virginia.
- C. If Contractor is required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this agreement, Prince William Water reserves the right to require documentation of the current license and/or certification at any time during the contract period.
- D. Failure to keep required license and/or certification current and in force for the term of the contract and any extension, will result in the Contractor being deemed in breach of contract and Prince William Water may take any appropriate actions.
- E. Prince William Water is exempt from state sales tax. A Commonwealth of Virginia Sales and Use Tax Certificate of Exemption will be provided upon request.

#### **4.5 Legal Fees (NOT USED)**

#### **4.6 Contractor Must Be Authorized To Transact Business In The Commonwealth**

- A. In accordance with the Virginia Public Procurement Act (VPPA) § 2.2-4311.2 a Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia Title 13.1 or Title 50 or as otherwise required by law.
- B. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so, required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Contract.
- C. Prince William Water may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.

#### **4.7 Indemnification and Hold Harmless**

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Prince William Water, its officials and employees from and against third party liability, suits, actions, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, expert witness costs and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claim, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there-from, to the proportionate extent caused by, misconduct or negligent acts, errors or omissions of the Contractor, its

officials, agents, employees or Subcontractors in the performance of Work under this [REDACTED] Agreement.

- B. Prince William Water has agreed in this [REDACTED] Agreement to require all designers and contractors covered from the [REDACTED] Agreement, to indemnify and hold Contractor harmless to the same extent that the designer or Contractor is obligated to indemnify and hold Prince William Water harmless and also require the designer or contractor to add Contractor as an additional insured on the designer's or contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Work.
- C. The Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in 4.35, Insurance.
- D. The provisions of this Section shall survive termination, cancellation and expiration of the [REDACTED] Agreement.

#### **4.8 Disclaimer of Liability**

As a political subdivision of the Commonwealth of Virginia, Prince William Water cannot hold harmless or indemnify any Contractor for any liability whatsoever.

#### **4.9 Nondiscrimination of Contractors**

Prince William Water will not discriminate against any Contractor because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders, unless Prince William Water has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If this Contract is made with a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

#### **4.10 Anti-Discrimination**

- A. The Contractor certifies to Prince William Water that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA.
- B. If the Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject

to the same rules as other organizations that contract with public bodies to account for the use of the funds, provided however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§ 2.2-4343.1E of the VPPA).

In every contract over \$10,000 the provisions below apply.

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements for this Section.
- C. The Contractor will include the provisions of subsection C above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

#### **4.11 Ethics in Public Contracting**

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the VPPA, Sections 2.2-4367 through 2.2-4377, VA Code An., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

#### **4.12 Drug-Free Workplace To Be Maintained By Contractor For Contracts Over \$10,000**

The Contractor, during the performance of this Contract, agrees to:

- A. Provide a drug-free workplace for its employees.
- B. 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this Section, “drug-free workplace” means a site for the performance of Work done by the Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

#### **4.13 Terminations**

##### **A. Termination for Non-Allocation of Funds**

1. If Prince William Water does not allocate funds for any succeeding fiscal year subsequent to the one in which a contract is entered into, then Prince William Water may terminate the Contract upon thirty (30) Days prior written notice to the Contractor.  
Termination for Convenience of Prince William Water
2. Such termination for non-allocation of funds, in whole or in part, shall be effected by delivery of a Notice of Termination signed by Prince William Water General Manager or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date and conditions of the termination.
3. Upon receipt of such Notice of Termination, the Contractor shall:
  - d) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and  
  
Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and  
  
Terminate all subcontracts except those made with respect to contract performance not subject to the notice; or which Prince William Water elects to take assignment of; and  
  
Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of Prince William Water’s Procurement Manager; and  
  
Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by Prince William Water’s Procurement Manager.
5. In the event of termination, in whole or in part, under this Section 4.13.A, Prince William Water shall be responsible to pay the Contractor only for terminated work

performed through the date of termination. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor .

6. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
7. The Contractor shall include similar provisions in any subcontract.

B. Termination by Mutual Consent:

1. During performance of the Contract, if Prince William Water and the Contractor mutually agree that it would be in the best interests of both parties to agree to terminate, in whole or in part, the Contract, then fair and reasonable considerations shall be negotiated, and the Contract deemed completed with respect to the portion terminated.
2. Such termination for mutual consent, in whole or in part, shall be effected by delivery of a Notice of Termination signed by Prince William Water General Manager or designee, mailed or delivered to the Contractor , and specifically setting forth the effective date and conditions of the termination, in whole or in part, as mutually agreed with the Contractor .
3. Upon receipt of such Notice of Termination, the Contractor shall:
  - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
  - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
  - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
  - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
  - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Procurement Manager.

5. In the event of termination, in whole or in part, under this Section 4.13.B, Prince William Water shall be responsible to pay the Contractor only for terminated work performed through the date of termination and other fair and reasonable compensation as agreed to by the parties. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor .
6. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
7. The Contractor shall include similar provisions in any subcontract.

C. Termination for Convenience of Prince William Water:

1. The [Contractor] and Prince William Water agree that Prince William Water has the sole right to terminate the Contract, or any Work or delivery required thereunder, for the convenience of Prince William Water, from time to time either in whole or in part, whenever the General Manager of Prince William Water or his designee shall determine that such termination is in the best interests of Prince William Water.
2. Such termination for convenience, in whole or in part, shall be effected by delivery of a Notice of Termination signed by Prince William Water General Manager or designee, mailed or delivered to the [Contractor], and specifically setting forth the effective date and conditions of the termination.
3. Upon receipt of such Notice of Termination, the [Contractor] shall:
  - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
  - b) Place no further orders with any [Subcontractor] except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
  - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
  - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
  - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.

4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Procurement Manager.
5. In the event of termination, in whole or in part, under this Section 4.13.C, Prince William Water shall be responsible to pay the Contractor for terminated work performed through the date of termination plus all reasonable verifiable costs of termination, including the cost of settling and paying any reasonable claims as provided in this Section, but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided and any amounts remaining but related to any part of the Contract that has not been terminated. The Contract shall be amended to reflect the amount to be paid, and the Contractor shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor .
6. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
7. The Contractor shall include similar provisions in any subcontract and shall specifically include a requirement that Subcontractor(s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from Prince William Water whatsoever of loss or damage sustained by a Subcontractor (s) as a consequence of termination, in whole or in part, for convenience.

D. Termination for Contractor 's Default:

1. Each term and condition of this Contract, is material and any breach or default by the Contractor in the performance of any such term and condition shall be considered a material breach or default of the entire Contract for which Prince William Water shall have the right to terminate, in whole or in part, the Contract for default as set forth in this Section 4.13.D, without penalty or liability.
2. In addition, any of the following shall constitute a default for which Prince William Water shall have the right to terminate the Contract for default in whole or in part, as set forth in this Section 4.13.D, without penalty or liability:
  - a. Contractor failure to make prompt payment to Subcontractor or Suppliers pursuant to the Contract requirements, including but not limited to any applicable provisions of the VPPA, Va. Code Ann. Section 2.2-4300 et seq.
  - b. The Contractor is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due.

- c. The Contractor makes a general assignment, arrangement or composition agreement with or for the benefit of its creditors or makes, or sends notice of any intended, bulk sale; the sale, assignment, transfer or delivery of all or substantially all of the assets of Contractor to a third party; or the cessation by Borrower as a going business concern.
  - d. The Contractor files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business (or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within 45 Days).
  - e. The reorganization, merger, consolidation, liquidation, suspension of business operations or dissolution of the Contractor (or the making of any agreement therefor).
3. In the event of a default by the Contractor, Prince William Water may provide seven (7) calendar Days written notice to the Contractor of the event of default. The Contractor shall diligently commence to cure the default within such seven (7) calendar Days, or if it fails to do so, the Contract shall be deemed terminated, in whole or in part as specified in the written notice, as of the end of such seven (7) calendar Days.
4. Upon the effective date of the termination, the Contractor shall:
- a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
  - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
  - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
  - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
  - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.

5. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Procurement Manager.
6. In the event of termination, in whole or in part, under this Section 4.13.D, Prince William Water shall be responsible to pay the Contractor for terminated work performed through the date of termination but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided, and further reduced by the costs of any damages incurred by Prince William Water as result of the Contractor 's default and any amounts remaining but related to any part of the Contract that has not been terminated. The Contract shall be amended to reflect the amount to be paid, and the Contractor shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor, or any costs incurred by the Contractor arising from the termination.
7. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
8. The Contractor shall include similar provisions in any subcontract.
9. In the event that the Contractor is terminated, in whole or in part, by Prince William Water for default and it is subsequently determined by a court of competent jurisdiction that such termination, in whole or in part, was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.13.D and the provisions in Section 4.13.D shall govern.
10. In the event that the Contractor has provided a performance bond in connection with this Contract, Prince William Water may elect to proceed under and in accordance with the default and termination provisions of the performance bond instead of this Section 4.13.D.

E. Termination for Prince William Water's Default:

1. If the Contractor at any time determines Prince William Water to be in material breach of this Agreement, the Contractor shall provide Prince William Water with seven (7) calendar Days written notice of the event of default. Prince William Water shall diligently commence to cure the default within such seven (7) calendar Days, or if it fails to do so, the Contract shall be deemed terminated as of the end of such seven (7) calendar Days.
2. Upon the effectiveness of such termination, the Contractor shall:

- a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
  - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
  - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
  - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Procurement Manager; and
  - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.
3. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, unless an extension is granted by the Procurement Manager.
  4. In the event of termination under this Section 4.13.E, Prince William Water shall be responsible to pay the Contractor for work performed through the date of termination plus all reasonable, verifiable costs of termination, including the cost of settling and paying any reasonable claims as provided in this Section, but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. The Contract shall be amended to reflect the amount to be paid, and the Contractor shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor.
  5. In the event that the Contractor is not satisfied with any payments which Prince William Water shall determine to be due under this clause the Contractor may submit a claim in accordance with the Disputes and Claims clause of the Contract.
  6. The Contractor shall include similar provisions in any subcontract and shall specifically include a requirement that Subcontractor (s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from Prince William Water whatsoever of loss or damage sustained by a Subcontractor (s) as a consequence of termination by the Contractor for Prince William Water's default.
  7. These remedies for termination are the Contractor's sole and exclusive remedies for termination, and the Contractor hereby waives any right to other compensation or damages in the event of termination of the Contract.

#### **4.14 Causes of Delay**

- A. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is actually delayed, hindered or prevented by any cause which is unanticipated and beyond the reasonable control of the party affected thereby. Causes of delay which, if unanticipated and reasonably beyond the control of the party claiming delay may include but are not limited to the following: war (declared or undeclared), fire, riot, storm, hurricane, earthquake, tornado, strike or labor dispute not involving the Contractor's labor force, epidemic or Phase 5 or higher pandemic (as defined by the World Health Organization), act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above.
- B. The party affected by any Causes of Delay shall give prompt written notice to the other party advising of the nature and extent of any Causes of Delay and advising of the effects of the Causes of Delay upon the completion and cost of the Work hereunder. The parties shall consult promptly with each other concerning the Causes of Delay and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Causes of Delay which prohibits performance by the Contractor for more than sixty (60) Days, either party may terminate this [REDACTED] Agreement for convenience and shall have no further obligation hereunder. Contractor shall be entitled to request an adjustment to the project schedule as a result of any such delay.

#### **4.15 Prime Contractor**

- A. The Contractor shall act as the prime Contractor for all products, equipment, services, software, or supplies marketed by other suppliers and shall assume full responsibility for the procurement and maintenance of such items or services. The Contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this Contract.
- B. The Contractor shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All Subcontractors will be subject to review by Prince William Water in regard to competency and security concerns. After the issuance of this Contract no change in Subcontractors will be made without the prior written consent of the Procurement Manager, or designee.
- C. The Contractor shall be responsible for all insurance, permits, licenses, etc., for any and all Subcontractors. Even if the Subcontractor is self-insured, Prince William Water will require the Contractor to provide the insurance certificates.

#### **4.16 Payments to Subcontractors**

- A. In the event that the Contractor utilizes a Subcontractor for any portion of the Work under this Contract, the Contractor shall take one (1) of the two (2) following actions within seven (7) Days after receipt of amounts paid to the Contractor by Prince William Water for work performed by a Subcontractor under the Contractor:

1. Pay a Subcontractor for the proportionate share of the total payment received from Prince William Water attributable to the work performed by that Subcontractor under the Contractor; or
  2. Notify Prince William Water and any Subcontractors, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- B. Upon receiving a written notice from the Subcontractor, the Contractor shall pay interest to a Subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from Prince William Water for work performed by a Subcontractor under this Contract, except for amounts withheld under subsection 4.16.A.2 of this Section. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the provisions of this Section will not be construed to be an obligation by Prince William Water. A contract modification will not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim will not include any amount for reimbursement for such interest charge.
- C. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 3.0 % per annum. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to otherwise be subject to the same payment and interest requirements set forth in this Section with respect to each lower-tier Subcontractor.
- D. Any subcontract with a Subcontractor shall afford to the Contractor rights against the Subcontractor which correspond to those rights afforded to Prince William Water against the Contractor herein, including but not limited to those rights of termination as set forth herein.
- E. No reimbursement shall be made to the Contractor for any Subcontractors that have not been previously approved by Prince William Water for use by the Contractor.

#### **4.17 Acceptance of Service**

All deliverables shall bear the name of Contractor except for deliverables prepared by a Prince William Water authorized Subcontractor, which shall be properly identified as such and submitted by Contractor. Prince William Water shall determine the acceptability of all Deliverables.

#### **4.18 Payment Terms**

- A. Prince William Water will remit full payment on all undisputed invoices in accordance with the terms of this Contract.
- B. Prince William Water will pay interest at a rate of 3.0 % per annum on all undisputed invoices not paid within thirty (30) Days after acceptance of the service(s), AND a properly completed invoice.

#### **4.19 Material and Workmanship**

- A. The Contractor is solely responsible for the professional quality, technical accuracy, timely completion, and coordination of all the products and/or services furnished under this Contract. The Contractor shall, without additional considerations, correct or revise any errors, omissions, or other deficiencies in their services and/or products.
- B. All equipment, material, and articles that the Contractor may incorporate into the performance of the contractual requirements shall be new and of the most suitable grade for the purpose intended. The term “new” is defined as of original nature, unused, not previously owned, and free of any damages or defects. The use of such used equipment, materials and articles under this Contract is strictly prohibited.
- C. The Contractor shall be responsible for all Materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted by Prince William Water.

#### **4.20 Modifications or Changes to the Contract**

- A. All modifications and changes to this Agreement shall be in writing.
- B. Prince William Water’s General Manager or his designee shall have the sole authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a “Change Order”.
- C. Change Orders shall be limited to reasonable alterations in the work to be performed, compensation or the time of performance.
- D. The Contractor shall not perform any work described in any Change Order unless it has received a signed Change Order and Purchase Order from Prince William Water.
- E. Once final payment has been requested and made, the Contractor only has sixty (60) Days to present or file any claims against Prince William Water concerning the Contract. After that period, Prince William Water shall consider that the Contractor has waived any right to claims against Prince William Water concerning the Contract.

#### **4.21 Modifications to the Contract Due to Public Welfare, Change in Law or Ordinances**

- A. Prince William Water shall have the power to make changes to this Contract as the result of changes in laws or Ordinances of the Commonwealth of Virginia and/or Prince William County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.
- B. Prince William Water shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

- C. In the event any future change in Federal, Commonwealth of Virginia or Prince William County law or the Ordinances that materially alters the obligations of the Contractor, or the benefits to Prince William Water, then the Contract shall be amended consistent therewith.
- D. Should those amendments materially alter the obligations of the Contractor, then the Contractor or Prince William Water shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in the Contract shall require any party to perform any act or function contrary to law. Prince William Water and the Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, Prince William Water and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this Section.

#### **4.22 Waiver of Claims**

Once final payment has been requested and made, the Contractor only has sixty (60) calendar Days to present or file any claims against Prince William Water concerning the Contract. After that period, Prince William Water will consider that the Contractor has waived any right to claims against Prince William Water concerning the Contract.

#### **4.23 Disputes and Claims**

- A. If the Contractor wishes to make a contractual claim, whether for extra compensation, damages or any other relief, he shall give Prince William Water Administrative Contracting Officer (ACO) Notice in strict accordance with the Contract Documents. The Contractor's failure to comply strictly with the requirements of the Contract shall result in waiver of the claim. In any event, all contractual claims shall be submitted in writing no later than sixty (60) Days after final payment.
- B. Resolution of any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to the Contract Documents to the extent not resolved by the parties hereto, shall be resolved exclusively by non-binding mediation if agreed to by both parties, or litigation in either the Circuit Court of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. These two courts shall have exclusive and binding jurisdiction and venue over any and all disputes arising under this Agreement. The parties voluntarily waive any and all rights to a trial by jury. The fact finder shall be the court, sitting without a jury; provided, however, that nothing contained herein shall be construed to invalidate the finality of Prince William Water's decisions.
- C. No Claims Against Individuals: No claim whatsoever shall be made by the Contractor against any officer, Board Member, Authorized Representative, or employee of Prince William Water for, or on account of, anything done or omitted to be done in connection

with this Contract, and the Contractor shall be strictly liable for all costs, attorney's fees and expenses incurred by any individual or entity who is sued in violation of this Section.

D. Disputes: In order to: (i) clearly identify the existence of a dispute between the parties and (ii) promote the prompt, efficient and fair resolution of each such dispute, the parties shall adhere strictly to the claims resolution procedure set forth below. Time is of the essence in meeting these requirements.

#### 1. Claims Resolution Procedures

- i. In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.
- ii. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) Days after the occurrence of the event giving rise to the claim, or within ten (10) Days of discovering the condition giving rise to the claim, whichever is later.
- iii. Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Administrative Contracting Officer (ACO).
- iv. The decision of the Administrative Contracting Officer (ACO) shall be rendered in writing within thirty (30) Days from the receipt of the claim from the Contractor.
- v. If the Contractor is not satisfied with the decision or resolution of the Administrative Contracting Officer (ACO), the Contractor may appeal the claim with Prince William Water's Deputy General Manager/ Chief Administrative Officer within thirty (30) Days of the Administrative Contracting Officer's decision.
- vi. Prince William Water Deputy General Manager/CAO's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the claim from the Contractor.
- vii. If the Contractor is not satisfied with the decision or resolution of the Deputy General Manager/CAO, the Contractor may appeal the claim to Prince William Water's General Manager within thirty (30) Days of the Deputy General Manager/CAO's decision. The Contractor may submit the appeal to Prince William Water General Manager by mailing or otherwise furnishing the Deputy General Manager/CAO a copy of the claim and a request for Prince William Water General Manager's determination.

- viii. Prince William Water General Manager's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the appeal from the Contractor and shall be final and binding on behalf of Prince William Water unless the Contractor files a lawsuit against Prince William Water.
- ix. Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- x. In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against Prince William Water Board of Directors of Prince William Water arising out of this Contract.

#### **4.24 Compliance with Occupational Safety and Health (OSHA) Requirements**

- A. All services, practices and items furnished shall comply with the Federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, Commonwealth of Virginia, and/or local safety or environmental codes. Lack of knowledge of these requirements will not relieve the Contractor of their responsibilities.
- B. Suppliers/providers including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
- C. The Contractor certifies that all Materials and equipment used in the performance of and/or delivered under this Contract shall meet all applicable OSHA or Commonwealth of Virginia requirements. If any material or equipment is subsequently found to be non-compliant with any applicable OSHA or Commonwealth of Virginia requirement, all costs necessary to comply with the requirement shall be borne solely by the Contractor.

#### **4.25 Records and Right to Audit**

- A. Contractor shall maintain and require Subcontractors to maintain complete and correct records, books, documents, papers and accounts pertaining to the Work performed in connection with this [REDACTED] Agreement including without limitation, reasonable substantiation of all incurred invoice costs pre-approved by Prince William Water.
- B. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by Prince William Water or any authorized Prince William Water representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this [REDACTED] Agreement. Incomplete or incorrect entries in such records, books,

documents, papers or accounts will be grounds for disallowance by or reimbursement to Prince William Water of any fees or expenses based upon such entries.

- C. Audit under this provision is to be according to conditions applicable, including, but not limited to, the Section entitled “Termination for Cause”, the Section entitled “Termination for Convenience”, and EXHIBIT D “Invoicing Procedures”, plus all other [REDACTED] Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit.
- D. Audit access to the Contractor’s records in lump sum or unit price areas when applicable shall be sufficient to satisfy Prince William Water that all quantities meet the specifications and terms under this [REDACTED] Agreement including verification of the Contractor’s payments to its suppliers and Subcontractors. The Contractor shall remit promptly to Prince William Water the amount of any adjustment resulting from audit.
- E. Refusal of the Contractor to comply with the provisions in this Section shall be grounds for immediate termination for cause by Prince William Water of this [REDACTED] Agreement.
- F. Records pertaining to Hourly Rates and Contractor’s personnel information shall be made available to Prince William Water to allow audit of the Work, provided that Prince William Water shall take all steps necessary to ensure such information is maintained as Confidential Information as defined herein.
- G. The provisions of this Section shall survive termination, cancellation, and expiration of this [REDACTED] Agreement.

#### **4.26 Strikes or Lockouts**

Prince William Water will not compensate the Contractor for any expense or delay caused to the Contractor by a strike, slowdown, lockout, or other concerted employee work interrupting activity by employees of the Contractor or Subcontractor except adjustment of the Contract time where warranted, which shall be solely at Prince William Water’s discretion.

#### **4.27 Ownership of Documents/Deliverables**

- A. All contracts and subcontracts for the preparation of reports, studies, plans, drawings, Specifications, or other data entered into by the Contractor for a project shall provide that all such documents, in electronic form, facsimile or hard-copy and the respective rights obtained by virtue of such subcontracts shall be considered Work Product and become the property of Prince William Water.
- B. All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, Drawings, surveys, maps, models, photographs, Specifications, and all other data pertaining to or prepared for Prince William Water or furnished by the Contractor pursuant to this Agreement or any Work shall be and shall remain at all times, throughout the life of the Contract and thereafter, the property of Prince William Water, whether the project for which they are made is completed or not, and shall be delivered by

the Contractor to Prince William Water within ten (10) calendar Days after receipt of written notice requesting delivery of said documents.

- C. The Contractor shall have the right to keep one (1) record set of the documents upon completion of the Work; however, in no event shall the Contractor use or permit to be used, any of the documents without Prince William Water's written authorization.
- D. Any reuse of such documents by Prince William Water without the written verification or adaptation by the Contractor for the specific purpose intended will be at Prince William Water's sole risk.
- E. At the conclusion of its Work and before final payment, or from time to time as may be required by Prince William Water, the Contractor shall release and deliver to Prince William Water any and all such originals, provided, however, that the Contractor may, with Prince William Water's approval, reproduce such originals for the purpose of the Contractor's record file of the Work. The Contractor shall not sell, copy, or reuse any Drawings in total or in part for any other project, except with the prior written permission of Prince William Water.
- F. Except as otherwise agreed and documented with respect to Prince William Water's Materials and Work Product or Works Made for Hire, Contractor shall retain all right, title and interest, including all Contractor Intellectual Property Rights, in and to the Contractor Material.
- G. Any of the Contractor's Intellectual Property incorporated into or delivered to Prince William Water as Work Product or Works Made for Hire shall be licensed to Prince William Water without additional cost for reasonable use in the course of its business.

#### **4.28 Authorized Workforce Documentation (E-Verify)**

Within five (5) Days from notice of award of the Contract, the Contractor may be required to submit to the Procurement Officer documentation that each employee, worker, and all Subcontractors or employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services [E-Verify](#) website.

#### **4.29 Material Breach**

If the Contractor at any time determines Prince William Water to be in material breach of this Agreement, the Contractor shall follow provisions outlined in Section 4.13.E.1.

#### **4.30 Right to Require Performance**

The failure of Prince William Water at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of Prince William Water thereafter to enforce same nor shall waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

#### **4.31 Waiver**

- A. No Oral Waivers. The parties may waive this Agreement only by writing executed by the party or parties against whom the waiver is sought to be enforced.
- B. Effect of Failure, Delay or Course of Dealing. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission, or course of dealing between the parties operates as a waiver or stopped of any right, remedy or condition.
- C. Each Waiver for a Specific Purpose. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

#### **4.32 Prince William Water's Responsibilities**

- A. Assist the Contractor by placing at its disposal all reasonably available information as may be requested in writing by the Contractor and allow reasonable access to all pertinent information relating to the services to be performed by the Contractor. Contractor shall use and rely on such information for informational purposes only and shall carefully review, analyze, and verify the contents and suitability of the information before proceeding with the Work.
- B. Furnish to the Contractor, at the Contractor's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Contractor.
- C. Arrange for access to and make all reasonable provisions for the Contractor to enter upon Prince William Water's public property as required for the Contractor to perform services.
- D. In the event that Contractor believes Prince William Water is not reasonably complying with the requirements of the Sections above, Contractor shall immediately provide written notice of such non-compliance to Prince William Water.
- E. Prince William Water reserves the right to use either directly, or through assignment to another entity, any Subcontractor of the Contractor to perform work outside of this  Agreement, as required and as deemed appropriate by Prince William Water.

#### **4.33 Avoidance of Conflicts of Interest**

- A. The Contractor agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Contractor's Work for Prince William Water. The Contractor shall conscientiously avoid a conflict of interest with regard to work for Prince William Water, but when unavoidable, the Contractor shall take the following action:

1. Disclose in writing to Prince William Water the full circumstances as to possible conflict of interest;
  2. Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to Prince William Water; and
  3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of Prince William Water.
- B. The Contractor shall promptly inform Prince William Water of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to Prince William Water.
- C. The Contractor shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.
- D. The Contractor shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with Prince William Water in connection with Work for which they are responsible.
- E. The Contractor and its employees shall be bound by the provisions of Prince William Water Code of Ethics provided in Prince William Water's Procurement and Contract Management Regulations, as may be amended from time to time, which standards shall by this reference be made a part of this [REDACTED] Agreement as though set forth in full.
- F. The Contractor agrees to incorporate the provisions of this Section into any subcontract.

#### **4.34 Insurance**

- A. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to Prince William Water.
- B. The Contractor shall comply with the insurance requirements set forth in Section 4.35 below.
- C. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith.
- D. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from Contractor's action, omission, commission, or operation of the Contractor under this [REDACTED] Agreement, or in connection in any way whatsoever with the contracted work.

#### **4.35 Insurance Limits of Liability**

A Certificate of Insurance with limits as specified in EXHIBIT C shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the amounts shown in EXHIBIT C or greater where required by law.

#### **4.36 Additional Insurance Terms and Conditions**

- A. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
- B. The Contractor shall provide insurance issued by companies admitted or authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.
- C. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with Prince William Water's Procurement Department before any work is started.
- D. The Contractor shall obtain and retain copies of insurance policies of its Subcontractors, which Contractor shall make available to Prince William Water on demand. The Contractor may redact certain confidential information, provided such redaction will not impact Prince William Water's ability to understand the insurance coverage terms. The Contractor shall remain responsible under this Agreement for acts and omissions of its Subcontractors. The Contractor shall ensure the same terms and conditions are conveyed to all Subcontractors, to include all insurance requirements and limits described in this [REDACTED] Agreement.
- E. In the event of a claim the Contractor will provide on demand, copies of all insurance coverage on behalf of this [REDACTED] Agreement within ten (10) Days of demand by Prince William Water. These copies will be sent to Prince William Water from the Contractor's insurance agent or representative. The Contractor may redact certain provisions that it deems to contain confidential information, provided such redaction will not impact Prince William Water's ability to understand the coverage terms.
- F. The Contractor shall furnish a new certificate prior to any expiration or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to Prince William Water's Procurement Department.
- G. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the contract term, Prince William Water shall have the absolute right to terminate this [REDACTED] Agreement without any further obligation to the Contractor, and the Contractor shall be liable to Prince William Water for the entire additional cost of procuring the incomplete portion of this [REDACTED] Agreement at time of termination.

- H. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this Section or under any other Section or provisions of this [redacted] Agreement.
- I. Contractual and other liability insurance provided under this [redacted] Agreement shall not contain a supervision, inspection, or services exclusion that would preclude Prince William Water from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractor.
- J. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and Prince William Water. The Contractor shall be as fully responsible to Prince William Water for the acts and omissions of its Subcontractor and of person employed by them as it is for acts and omissions of persons directly employed by it.
- K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- L. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this [redacted] Agreement.
- M. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to Prince William Water's Procurement Department, may be considered.
- N. The provisions of this Section shall survive termination, cancellation, and expiration of this [redacted] Agreement.

**4.37 Representative of Prince William Water and Contractor**

- A. Prince William Water Administrative Contracting Officer (ACO) designates Prince William Water's Contracting Officer Representative, as the person to whom all communications pertaining to the Day-to-Day conduct of this [redacted] Agreement shall be addressed.
- B. The Contractor appoints the Contractor Project Manager, as specified in this Agreement, as the Contractor's Representative to whom all communications pertaining to the Day-to-Day action of this [redacted] Agreement shall be addressed.

**4.38 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this [redacted] Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this [redacted] Agreement that are not

contained in this document. Accordingly, it is agreed that no deviation from the terms of the [redacted] Agreement shall be predicated upon any prior representations or agreements whether oral or written.

#### **4.39 Contractor's Responsibilities**

- A. The Contractor shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this [redacted] Agreement which as a matter of law are applicable to or which affect the procedures of the Contractor.
- B. The obligation of the Contractor to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.
- C. The Contractor shall employ fully qualified, skilled, and properly trained personnel capable of performing the required Work as identified herein. The Contractor is responsible for the conduct of all personnel, including [Subcontractors], while on the jobsite. The Contractor is responsible for the actions and interactions of its employees and [Subcontractors] with Prince William Water staff, its customers, suppliers, and Contractors. The Contractor shall ensure that its employees and [Subcontractors] behave professionally and consistent with Prince William Water's vision and values in all Work performed on its behalf. Prince William Water reserves the right to reject Contractor's personnel that Prince William Water determines, in its sole discretion, to be unqualified to perform the Work or for improper behavior during Work performance. Prince William Water further reserves the right to request that Contractor replace any worker deemed unsuitable by Prince William Water.
- D. The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Work as exercised by members of the same profession currently practicing under similar circumstances.

If at any time during the term of any contract for which the Contractor has provided work, it is determined that the Contractor's Deliverables, Work Product or services fail to conform to the above standard of care for the Work, upon written notice from Prince William Water, the Contractor shall immediately proceed to correct the Work, re-perform the Work which fail to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said Work.

Prince William Water's rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this [redacted] Agreement, equity or otherwise.

- E. The Contractor's obligations under this Section shall survive termination, cancellation, or expiration of this [redacted] Agreement.
- F. Any and all Drawings, plans, Specifications, or other construction documents or Deliverables prepared by the Contractor shall conform to the standard of care in Section 5.39.3 above. Products, equipment, and material specified for use shall be readily available unless written authorization to the contrary is given by Prince William Water.

- G. Information provided by Prince William Water is for informational purposes only. The Contractor shall be responsible to validate, or field verify key information as specified in each Project Agreement. When documenting in reports or technical memoranda, the Contractor shall identify the data used and whether it has or has not been validated or field verified. The Contractor shall identify data requirements that would improve the accuracy of recommendations and cost estimate of the Work when data used has not been validated or field verified. The Contractor shall sign and execute Prince William Water’s Data Usage Agreement, a Prince William Water’s document outlining Prince William Water’s processes, procedures and policies regarding Prince William Water data.
- H. Contractor shall provide seven (7) copies of any written studies furnished under this [ ] Agreement in a format acceptable to Prince William Water.
- I. Key Personnel: Prior to the execution of this [ ] Agreement, and prior to the commencement of any work under this [ ] Agreement, the Contractor shall submit a listing of all Key Personnel expected to be assigned to Work under this [ ] Agreement. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor’s Federal tax identification number.
- J. The Contractor shall not add, remove or reassign the Contractor’s Key Personnel, as defined herein, from performance or positions in this [ ] Agreement without written approval from Prince William Water.
- K. In addition, the Contractor shall submit a formal written request to Prince William Water prior to adding, removing and/or reassigning Contractor personnel as specified below.
- L. Contractor shall submit a formal written request to Prince William Water no later than fifteen (15) Days prior to the addition, removal and/or reassignment of Key Personnel. The Contractor shall add, remove or reassign such Key Personnel only after receiving approval in the form of a written modification from Prince William Water. Replacement Personnel shall have equal quality professional experience and expertise to perform the services, subject to Prince William Water approval.
- M. Key Personnel are defined, as those individuals assigned as follows:

Name	Function/Title

- N. The Contractor shall designate a Contractor’s Project Manager (designated as Key Personnel in Section 4.40.M) subject to Prince William Water’s approval. So long as the

Project Manager performs in a manner acceptable to Prince William Water and remains in Contractor's employment, the Contractor shall comply with the requirements above.

- O. Project Team: Prior to the execution of this Agreement, and prior to the commencement of any Contractor Services under this Agreement, the Contractor shall submit a list of all Project Team personnel expected to be assigned to perform Contractor Services under this Agreement for Prince William Water's review and approval. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number. The Contractor shall not add, remove, or reassign the Project Team personnel, as defined herein, from performance or positions in this Agreement without approval of Prince William Water. The replacement of Project Team members that are not Key Personnel does not require prior approval by Prince William Water. The Contractor shall provide Project Team members who are fully qualified for their work and shall only replace them with equally qualified people.
- P. All Contractor personnel assigned to the Work are subject to approval by Prince William Water prior to performing any Work. The Contractor shall immediately replace any proposed Contractor personnel not approved by Prince William Water with personnel acceptable to Prince William Water and Prince William Water shall not be responsible for any payment for Work performed by Contractor personnel not approved by Prince William Water prior to commencement of such performance. The Contractor shall remove any Contractor personnel from performing any Work if requested by Prince William Water which notice shall be at Prince William Water's sole discretion. The Contractor shall provide resumes and other supporting documentation, if requested by Prince William Water, for any Contractor personnel proposed to do Work or currently working on Prince William Water Work. All subsequent Task Orders shall use only Prince William Water approved Authorized Personnel listed in the Agreement.
- Q. In performance of Work (including labor work of Contractor employees and/or Subcontractors) under this Agreement outside of the United States is strictly prohibited unless requested in writing by the Contractor and approved in advance in writing by Prince William Water General Manager or his designee.
  - 8. Upon approval, Prince William Water and Contractor shall negotiate and agree upon applicable compensation (labor rate limits and Multiplier factor) prior to any Work being performed outside the United States under this Contract.
  - 9. The Contractor shall provide to Prince William Water for its approval, any and all security measures proposed to preserve Prince William Water's assets in performance of the Work.
- R. The Contractor shall perform the required services in fulfilling the Work requirements and shall notify Prince William Water in advance of performing any Work activities beyond the scope of the work requirements.

- S. The Contractor is responsible for reviewing all tasks to ensure best available technology is being used for best results/outcomes.
- T. Contractor covenants that the services provided by it hereunder will be of the highest professional quality and conform to all generally accepted practices governing the design and development of software of the same general nature and complexity.
- U. The Contractor further covenants that Contractor shall not knowingly introduce through any means, any virus, worm, malware ransomware, trap, trap door, back door, or any contaminant or disabling devices, including, but not limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable (“Harmful Code”) the software, or any Prince William Water data or other intellectual property used by Prince William Water. In the event Contractor introduces such Harmful Code, Contractor shall immediately, and at Contractor’s sole expense, replace and install all copies of the software containing the Harmful Code.
- V. Notwithstanding anything else contained in this Agreement, the covenants, and warranties in paragraph 4.40.V and 4.40.W shall be deemed to be a warranty for current and future performance and shall continue until and for so long as Contractor is engaged to provide services to Prince William Water with respect to the software developed hereunder, including the maintenance and enhancement thereof.
- W. The Contractor has access to all materials, equipment, and labor necessary to complete the Work within the Contract Times

**4.40 Certifications of Wage Rates**

Signature of this Agreement by the Contractor certifies that the wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should Prince William Water determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. Prince William Water shall exercise its rights under this clause within three (3) years following final payment.

**4.41 Notices**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Contractor

| With Copy to

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For Prince William Water  
Prince William Water  
Attn: Procurement Department  
4 County Complex Court  
Woodbridge, VA 22192

With Copy to  
Bean Kinney & Korman PC  
Attn: Mr. Mark Viani  
2311 Wilson Blvd., Suite 500  
Arlington, VA 22201

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#### **4.42 Confidentiality**

- A. Prince William Water is a public entity and, as such is subject to and supports the provisions of the Virginia Freedom of Information Act (“Virginia FOIA”) and VPPA Section 2.2-4342, Public Inspection of Certain Records.
- B. Except as provided in the VPPA Section 2.2-4300 et seq., all proceedings, records, contracts, and other public records relating to Prince William Water’s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with Virginia FOIA.
- C. The Contractor may seek protection from disclosure of its trade secrets or proprietary information submitted to Prince William Water in connection with this  Agreement, the procurement of the same, and its services hereunder; provided, however, that the Contractor must:
  - 1. Invoke the protections of VPPA Section 2.2-4342(F) prior to or upon submission of the data or other materials,
  - 2. Identify the data or other materials to be protected, and
  - 3. State the reasons why the protection is necessary.
- D. If Contractor, when submitting materials to Prince William Water, requests that those materials not be disclosed under applicable law, Prince William Water consequently denies a request for the disclosure of such materials based on the Contractor’s request, and Prince William Water’s denial of the request for disclosure is challenged in court, the Contractor shall indemnify, hold harmless and defend Prince William Water, its officers, directors and employees from any and all costs, damages, fees and penalties (including but not limited to any attorneys’ fees and other costs related to the litigation) relating thereto.
- E. Prince William Water shall determine whether materials submitted by the Contractor are subject to disclosure in Prince William Water’s sole discretion, and Prince William Water shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.
- F. Prince William Water, its officers, directors, and employees shall have no liability to the Contractor for such disclosure of materials provided by the Contractor.

- G. Prince William Water reserves the right to seek an opinion of the Attorney General of Virginia as guidance on matters regarding the disclosure of materials submitted by the Contractor and the applicability of Virginia FOIA, VPPA and this [REDACTED] Agreement, with all such costs and expenses of doing so being at the sole expense of the Contractor.
- H. Confidential Information means with respect to Prince William Water, all business and technical information of Prince William Water provided to Contractor in performance of the Work which are not subject to disclosure under Virginia FOIA or the VPPA, and with respect to Contractor, all business and technical information of Contractor provided to Prince William Water in connection with the performance of the Work including the Intellectual Property Rights which are designated as Confidential Information and are not subject to disclosure under Virginia FOIA or the VPPA.
- I. The parties shall:
1. Keep, and not disclose to any third parties, any Confidential Information of the other party;
  2. Maintain and use the Confidential Information of one another only for the purposes of this [REDACTED] Agreement and only as permitted herein;
  3. Only make copies of the Confidential Information as specifically authorized by the disclosing party and with the same confidential or proprietary notices as are on the original;
  4. Restrict access and disclosure of Confidential Information to their employees or agents who have a “need to know”; and
  5. Use commercially reasonable efforts, which shall be no less stringent than those efforts that each party uses to protect its own Confidential Information, to prevent the other’s Confidential Information from being disclosed or used in violation of this [REDACTED] Agreement; provided, however, that Contractor may disclose Prince William Water’s Confidential Information to its Subcontractors who are involved in performing any Services on behalf of Contractor, have a need to know such Confidential Information in order to carry out their responsibilities and have included this confidentiality clause in their contract with the Contractor.
- J. The parties shall return or destroy all Confidential Information of the other party upon termination of this [REDACTED] Agreement or upon written request of the other party.
- K. Notwithstanding the forgoing, if a receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party shall provide the disclosing party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the provisions of this [REDACTED] Agreement.

- L. If such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this [REDACTED] Agreement, the receiving party shall:
1. Furnish only that portion of the Confidential Information of the disclosing party that, upon the advice of legal counsel, is legally required to disclose, and
  2. Exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.
- M. In the event of a breach or threatened breach of this Section the parties recognize that money damages shall not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction, or other equitable relief or remedies, against such breach without necessity of posting bond or security, which is waived.
- N. The Contractor shall not divulge any confidential, proprietary, draft or for official use only information (including portions of materials) concerning the Project(s) or provided to it by the Owner or any of the Owner's employees, consultants, contractors or agents, to anyone (including, for example, information on applications for permits, variances, and so forth) without the Owner's written consent, which may be given or withheld in the Owner's sole and unfettered discretion. The Owner shall designate such information as "Confidential", "Proprietary", "Draft", or "For Official Use Only". The Contractor shall obtain similar assurances from all those persons (including its employees or independent contractors) or firms retained by the Contractor pursuant to this Agreement. The Contractor further acknowledges and agrees that substantial damage will accrue to the Owner if this nondisclosure provision is breached by the Contractor or anyone for whom it is responsible, and therefore the Contractor agrees to pay any and all actual damages, costs or losses suffered by the Owner in the event there is a breach of this provision of this Agreement and to be subject to an injunction to enforce this provision. The Owner reserves the right to release any and all information relative to the Project, including, but not limited to, the time of release and the form and content hereof. This requirement shall survive the termination or expiration of this [REDACTED] Agreement.
- O. The Contractor shall not include or disclose, or permit to be disclosed, any photographic, artistic, text, recorded or written testimonials or names or contact information for any of the Owner's personnel, or other reference to the Project or the Owner, or any materials received in connection with the Project, in any of its promotional marketing materials, studies, research, advocacy proposals, publications or social media. This requirement shall survive the termination or expiration of this [REDACTED] Agreement.
- P. In its performance of Work under this Agreement and any applicable Task Order, if the Contractor is required to offer comments, opinions or testimonials on a specific subject matter related to the Work under this Agreement, under no circumstance shall the Contractor offer unsolicited written comments, opinions, or testimonials other than what is specifically requested, or without the express written consent of Prince William Water. This requirement shall survive the termination or expiration of this Agreement.

#### **4.43 Headings**

Headings are for convenience of reference only and shall not be considered in any interpretation of this [REDACTED] Agreement.

#### **4.44 Exhibits**

Each Exhibit referred to in this [REDACTED] Agreement forms an essential part of this [REDACTED] Agreement. The Exhibits, if not physically attached, should be treated as part of this [REDACTED] Agreement and are incorporated by reference.

#### **4.45 Counterparts**

This [REDACTED] Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

#### **4.46 Words and Phrases**

Where the words “required”, “approved”, “approval”, “satisfactory”, “determined”, “acceptable”, or words of like import are used in this [REDACTED] Agreement, action by Prince William Water is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Contractor of its contractual responsibilities for performance of this [REDACTED] Agreement.

Wherever it is provided in the [REDACTED] Agreement that the Contractor shall perform certain work “at its own expense”, or “without charge”, or that certain work will not be paid for separately, such words mean that the Contractor shall not be entitled to any additional compensation from Prince William Water for such work.

#### **4.47 Notice of Commencement/Notice to Proceed**

Contractor shall not commence the Work until:

- A. All insurance to be furnished hereunder has been approved by Prince William Water;
- B. Contractor has received a Prince William Water Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of Prince William Water for Work under the Agreement; and,

#### **4.48 Nonwaiver of Defaults (NOT USED)**

#### **4.49 Patent Indemnity**

Subject to the limitations set forth in this [REDACTED] Agreement, the Contractor shall indemnify, save harmless and defend Prince William Water and Prince William Water officers, agents and employees (collectively “Prince William Water Indemnified Party”) from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees incident to any infringement of any patent or patents related in any manner to the subject matter of the [REDACTED] Agreement documents prepared by the Contractor; provided, however, that any Prince William Water Indemnified Party may, at its option, be represented in

any such suits, actions or legal proceedings by attorneys of either party's own selection at its own expense.

In case any deliverable, document or other Work Product produced by or recommended by Contractor as part of its services provided under this [REDACTED] Agreement, is held to constitute infringement of any patent or patents and its use on or for Prince William Water's project is enjoined, the Contractor shall, at its sole expense, either procure for Prince William Water the right to continue using the equipment, material, or facility that contains the infringement, replace the same with non-infringing equipment, material or facilities, or modify it so it becomes non-infringing.

The provisions of this Section shall survive termination, cancellation and expiration of this [REDACTED] Agreement.

#### **4.50 Contractor's Equipment and Facilities**

- A. The Contractor's and all [Subcontractors]' equipment shall be maintained in safe and good working order for the particular operating conditions. Use of equipment not meeting these requirements shall be discontinued until repaired. Prince William Water reserves the right to immediately direct the Contractor to discontinue the use of any substandard and/or unsafe equipment.
- B. As requested by Prince William Water, the Contractor shall, at its own expense, repair or replace any substandard equipment used in performance of the work under this Agreement.
- C. All commercial motor vehicles shall meet all U.S. Department of Transportation (DOT) and Virginia Department of Transportation (VDOT) requirements.

#### **4.51 Use of Prince William Water's Equipment or Facilities**

- A. Circumstances may arise where the Contractor requests Prince William Water to make available to the Contractor certain equipment or facilities belonging to Prince William Water for the performance of the Contractor's work under this [REDACTED] Agreement.
- B. If Prince William Water agrees to such request, the equipment or facilities will be charged to the Contractor at agreed rental rates. Under such circumstances, the Contractor shall assure itself of the safety of such equipment before use and shall assume all risks and responsibilities in its use of the equipment.
- C. The Contractor hereby agrees to indemnify Prince William Water from any liabilities that may arise from the Contractor's use and upon its return to Prince William Water to establish its condition and substantiate whether or not any part of the equipment used by the Contractor has been overstressed or damaged in any way as a result of its use, other than ordinary wear and tear. The cost of repairs or replacement to correct such overstress damage resulting from such use shall be at the Contractor's expense.

- D. The provisions of this sub Section shall survive termination, cancellation and expiration of this [redacted] Agreement.

#### **4.52 Contractor's Security Responsibilities**

- A. The Contractor shall at all times conduct its operations under the [redacted] Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to any property and/or documents. The Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of a loss, theft, or damage of its property or that of Prince William Water.
- B. The Contractor shall comply with all applicable laws and regulations. The Contractor shall cooperate with Prince William Water on all security matters and shall promptly comply with any project security requirements established by Prince William Water.
- C. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- D. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall furnish these reports to Prince William Water within six (6) hours of becoming aware of the incident.
- E. Representatives and employees of the Contractor must enter Prince William Water property through an entrance designated by Prince William Water, and must adhere to all security rules and regulations, and Contractor agrees to comply and cause compliance by its [Subcontractors] therewith.
- F. The Contractor may obtain authorization for trucks and other vehicles to enter Prince William Water's property subject to compliance with Prince William Water's rules and regulations.
- G. Prince William Water will accept no responsibility for replacement of, protection to, or policing of, the Contractor's equipment, tools or materials which are furnished or used in its work at Prince William Water's property.
- H. The Contractor shall conduct, or has conducted, a criminal background check at its own expense on each of its employees engaged in performing Work under this Contract prior to the commencement of such services. No Contractor employee shall be eligible to perform Work for Prince William Water if he or she, to the Contractor's knowledge, (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation,

extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use.

- I. The Contractor also agrees that all of its contracts or other agreements with Subcontractors and vendors shall prohibit the Subcontractors and vendors from assigning any employee providing services for the performance of Work for this Agreement without first performing or obtaining a criminal background check on such employee.
- J. In addition, the Contractor shall not tolerate any inappropriate behavior on Prince William Water's public property and shall immediately remove from the property any Contractor personnel who is found to be engaging in any inappropriate behavior.

#### **4.53 Damage of Property**

The Contractor shall replace any lost or stolen property, repair any damage of whatever kind or character, whether publicly or privately owned, including the property of Prince William Water, to the extent caused by its operations (including its Subcontractors).

The provisions of this Section shall survive termination, cancellation, and expiration of this this [REDACTED] Agreement.

#### **4.54 Inspection of Work**

Prince William Water shall at any and all times have access to the Work being performed under this this [REDACTED] Agreement, and all aspects thereof and to the premises affected thereby, for inspection purposes including the utilization at Prince William Water's expense of third-party inspectors, and the Contractor shall provide proper facilities for such access and inspection.

#### **4.55 Cooperation**

Prince William Water or other parties may perform work, including the normal operations of Prince William Water, in the vicinity of or on the premises affected by this this [REDACTED] Agreement, and the Contractor's work or use of certain facilities may be interfered with as a result of such concurrent activities. Prince William Water reserves the right to require the Contractor to schedule the order of performance of its work in such a manner as will minimize interference with the work of any of the parties involved and the Contractor acknowledges that such interferences will not constitute cause for additional compensation to the Contractor.

#### **4.56 Progress**

- A. If requested by Prince William Water's Contracting Officer Representative, prior to commencement of the Work, the Contractor shall prepare and submit to Prince William Water for approval, a progress schedule indicating the proposed dates for the starting of and completion of the various parts of the Work outlined herein.
- B. The Contractor shall give Prince William Water full information in advance as to its plans for performing each part of its Work. If at any time the Contractor's progress is inadequate

to meet the requirements of this [redacted] Agreement, Prince William Water may so notify the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by Prince William Water, the Contractor does not improve performance to meet the currently approved [redacted] Agreement Schedule, Prince William Water may require an increase in the Contractor's labor force, the number of shifts, overtime operations or additional Days of work per week. Neither such notice by Prince William Water nor Prince William Water's failure to issue such notice shall relieve the Contractor of its obligations to achieve the quality of work and rate of progress required by this [redacted] Agreement.

- C. Failure of the Contractor to comply with Prince William Water's instructions may be grounds for termination, in accordance with the applicable provisions of this this [redacted] Agreement.

#### **4.57 Assignment Upon Termination**

The Contractor Work Product shall become the property of Prince William Water upon payment for services performed, as they are performed and the Contractor shall within ten (10) working Days of receipt of written direction from Prince William Water, delivery to either Prince William Water or its authorized designee, all Work Product in its possession, including but not limited to, designs, Specifications, Drawings, studies, reports and all other documents and data in the possession of the Contractor pertaining to such Project Agreement. Upon Prince William Water's request, the Contractor shall additionally assign its rights, title and interest under any [Subcontractor]'s agreements to Prince William Water.

#### **4.58 Order of Precedence**

In the event of an inconsistency between provisions of this [redacted] Agreement, the inconsistency shall be resolved in the following order:

- A. Change Order
- B. Agreement
- C. Addendum/Addenda
- D. Solicitation
- E.
- F.

#### **4.59 Severability**

If any term or provision of this [redacted] Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this [redacted] Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this [redacted] Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this \_\_\_\_\_ Services Agreement on the respective dates under each signature: Prince William Water, signing by and through its General Manager, attested to by its Prince William Water Notary, duly authorized to execute same and by Contractor by and through its duly authorized officer(s) to execute same.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of this Agreement).

Contractor  
**Contractor Name** |

By: \_\_\_\_\_  
NAME TITLE

By: \_\_\_\_\_  
SIGNATURE DATE

**Prince William Water**  
**PRINCE WILLIAM COUNTY SERVICE AUTHORITY**

By: \_\_\_\_\_  
NAME TITLE

By: \_\_\_\_\_  
SIGNATURE DATE

**EXHIBIT A SCOPE OF WORK**

**EXHIBIT B COMPENSATION AND LABOR COSTS**

## EXHIBIT C REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit
	Contractual Liability	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
3.	Automobile Liability	\$2,000,000 Combined Single Limit
	Owned, Hired & Non-Owned	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
4	Umbrella or excess liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage Prince William Water may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Best's Guide Rating	A-:VII or Better, or Equiv.
8.	The Certificate must state Contract No. SA [REDACTED]	

**EXHIBIT D INVOICING PROCEDURES**

- A. Invoices (or Applications for Payment) must contain sufficient information for Prince William Water to verify that the work was performed in accordance with this Contract. Prince William Water requires that the following information be included in the invoice (or must be in the form of a report which must accompany the invoice) and contain the following information:
  - 1. Contract Title and Contract Number, Purchase Order Number;
  - 2. Dates services were provided;
  - 3. Summary of deliverables or work achieved during the specified billing period including:
    - a) for unit price work: details of the quantities and prices, and pass-through invoices for all materials, subcontractors, and rental equipment costs.
    - b) for lump sum work: details of the work performed in accordance with the schedule of values; and,
  - 4. Proper documentation to support payment of non-schedule work/items not included in the Contract to include payroll records, and invoices for all materials, supplies, and services, purchased or leased, in performance of the work.
  - 5. Written Proof of acceptance of the work and/or deliverable by Prince William Water.
- B. Prior to work performed under this Contract, Contractor shall submit for Prince William Water’s approval a sample invoice and/or Contract Status Report. Prince William Water reserves the right to withhold invoice payment until sufficient documentation is provided.
- C. All invoices will be paid within the time specified by the Contract unless any items thereon are questioned, in which event payment will be withheld for those items pending verification of the amount and the validity of the claim.
- D. Contractor acknowledges that Prince William Water’s Procurement and Contract Management Regulations are applicable to the Agreement.

Invoices shall be forwarded to:

<b>By Mail</b>	<b>Physical Delivery</b>
Prince William Water Attn: Accounts Payable P.O. Box 2266 Woodbridge, VA 22195	Prince William Water Attn: Accounts Payable 4 County Complex Court Woodbridge, VA 22192
Or (Electronically, via email): <a href="mailto:accountspayable@pwwater.org">accountspayable@pwwater.org</a>	

- E. Monthly Status Reporting for Projects Exceeding 90 Days Duration: In addition to and separate from the Invoice/Application for Payment documentation, the Contractor shall provide Prince William Water's General Manager or his designee, with a written Monthly Report detailing the status of ALL ongoing work tasked to and performed by the Contractor and the Contractor's Subcontractor. At a minimum the Monthly Report shall include the following information:
1. Contract number and Purchase Order number
  2. Name and title of Project
  3. A description of the Work performed.
  4. Budget of hours and dollars for hourly rate work (if applicable).
  5. Budget of dollars for Lump Sum (if applicable).
  6. Notice of any issues that could affect project completion schedule, quality or price (if applicable).
  7. Cost and hours incurred to date for hourly rate work (if applicable).
  8. Percent/deliverable completion to date for Lump Sum (if applicable).
  9. Estimated cost and hours to complete for hourly work (if applicable).
  10. Estimated percent/deliverables to complete for Lump Sum (if applicable).
  11. Total of all previous Invoices.
  12. Budget and schedule analysis.
  13. Projected completion date.
- F. The Status Report may accompany the Invoice or Application for Payment, as supporting documentation.

**EXHIBIT E SUBCONTRACTORS LIST**

**EXHIBIT F WORK ORDER/AUTHORIZATION REQUEST FORM**

**Work Order/Authorization Request Form**

**Work Order Number/Title:** \_\_\_\_\_

**Contract Number/Title:** \_\_\_\_\_

This Work Authorization defines and specifies the services to be performed and delivered by the Contractor as well as compensation to be paid for such services, all in accordance with the terms and conditions of the Contract. In case of failure to deliver services in accordance with the Contract terms and conditions, Prince William Water, after due oral or written notice, may procure the service from other sources.

*Please sign and return this form with your proposal by \_\_\_\_\_, 2022 at \_\_\_\_\_ (time) to:*  
\_\_\_\_\_  
(name/email)

**Site Visit:**  *Mandatory*/ *Optional*: **Location:** \_\_\_\_\_, 2022 at \_\_\_\_\_ (time).

Submit your proposal with the required supporting documentation based on the following method checked below:

- Unit Price Work** (when the quantity of labor and materials needed for the Work is not well defined)  
Must submit with proposal the following: *Estimates/Schedule of Values*
- Lump Sum Work** (when the quantity of labor and materials needed for the Work is well identified)  
Must submit with proposal the following: *Estimates/Schedule of Values*

**Background and Description of the Work:**  
(To be completed by Prince William Water Representative)

**Your proposal must include the following:**

1. Description of the Work to be provided based on the required deliverables requested by Prince William Water
2. Project Schedule
3. Key Personnel
4. Any Subcontractors to be used
5. Pricing

**Required documentation to accompany invoice:**

**For Unit Price Work**

Details of the quantities and prices, and pass-through invoices for all materials, subcontractors and rental equipment costs.

**For Lump Sum Work**

Details of the work performed in accordance with the schedule of values.

For projects more than one month in duration, progress invoice update/report shall be submitted which shows agreed upon deliverables (or percent complete) for each line item in the schedule of values or cost proposal as applicable. A draft copy of the progress invoice report shall be reviewed and approved by the Prince William Water Project Manager prior to submitting the invoice for processing.

The Prince William Water reserves the right to request that the Contractor provide additional documents when in need of justification for the price reasonableness.

<b>Contractor</b>	
By: _____	Date: _____
Printed Name: _____	
 <b>Prince William Water</b>	
BY: _____ Authorized Signature	Date: _____
Printed Name: _____	