



## INVITATION FOR BID

### Reclaimed Water Dispensing Station

August 19, 2010

**Bid Due Date:** September 02, 2010  
**and Time:** 3:00 p.m. (EST)

**IFB Number:** 2010-004-220

**Mailing Address:** P.O. Box 4000  
Ashburn, VA 20146-2591

**Delivery Address:** 44865 Loudoun Water Way  
Ashburn, VA 20147

**Procurement Contact:** Bessie Nelson, Purchasing Technician  
Phone: 571.291.7700  
Fax: 571.223.2513  
E-mail: [bnelson@loudounwater.org](mailto:bnelson@loudounwater.org)

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT PURCHASING AS SOON AS POSSIBLE.

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## **1 PURPOSE**

The objective of this Invitation for Bid (IFB) is to find an experienced and reliable firm, herein referred to as "offeror", "firm", "bidder", or "contractor" to provide the Loudoun County Sanitation Authority (Loudoun Water), with sealed bids to furnish one bulk water filling station for dispensing reclaimed water.

Equipment shall be delivered F.O.B. destination to the Broad Run Water Reclamation Facility located at 44961 Loudoun Water Way Ashburn, VA 20147. The Owner's contractor will install the equipment under a separate contract.

This Invitation for Bid (IFB), plus the resulting agreement, shall be consistent with, and governed by the VWWA Act, the Virginia Public Procurement Act (VPPA) and the Loudoun County Sanitation Authority Purchasing Regulations.

## **2 COMPETITION INTENDED**

It is Loudoun Water's intent that this IFB permit competition. It shall be the vendor's responsibility to advise the Purchasing Technician in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Technician not later than ten (10) days prior to the date set for acceptance of Bids.

## **3 BACKGROUND INFORMATION**

- A. Loudoun Water is a public body politic and corporate and an instrumentality of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, being Chapter 28, Title 15.1, Code of Virginia of 1950, as amended (the "Act"). Loudoun Water was created by action of the Board of Supervisors of Loudoun County, Virginia and was chartered by the State Corporation Commission on May 27, 1959. As an authority, Loudoun Water makes no profit and our operations and finances are independent of the County's tax-supported services.
- B. Loudoun Water has approximately 60,000 connections serving more than 186,000 people. Its service area is predominantly in eastern Loudoun County, and is composed of more than 1,500 miles of water and sewer pipelines. Water supply is provided through agreements with the City of Fairfax and Fairfax Water. Water sources include The Potomac River and Goose Creek. Wastewater treatment is currently provided through an agreement with the District of Columbia Water and Sewer Authority and Loudoun Water's Broad Run Water Reclamation Facility (BRWRF). The BRWRF discharges high quality effluent into Broad Run, which feeds the Potomac River and ultimately, the Chesapeake Bay. Loudoun Water also operates several small community water and wastewater treatment plants.

#### 4 SCOPE OF SERVICES

The scope of services is to furnish one complete bulk filling station to be used as a reclaimed water dispensing station as specified in the technical specifications contained in section 10.

Bidders may submit bids as described below:

**Base Bid:** Furnish one (1) one complete bulk filling station to be used as a reclaimed water dispensing station as specified in the technical specifications contained in section 10.:

Loudoun Water intends to issue a separate IFB for installation of the equipment. Vendor shall deliver the equipment to the site for unloading by the Loudoun Water contractor. Vendor shall coordinate with the Loudoun Water contractor all details for the delivery and off loading of the equipment. Vendor shall provide equipment F.O.B. Destination to the Broad Run Water Reclamation Facility located at 44961 Loudoun Water Way Ashburn, VA 20147 .

Warranty of the bulk filling station shall start on the date of delivery and shall extend 12 months from that date.

#### 5 SPECIFIC PROJECT REQUIREMENTS

The specific requirements for this project are to meet the VCWRLF requirements as specified in the technical specifications contained in section 10. The labeling and identification requirements of 9VAC-740-110.B.8: reprinted below:

- A. Reclaimed water distribution systems shall have the following identification notification and signage:
1. All reclaimed water piping shall have the words "CAUTION: RECLAIMED WATER – DO NOT DRINK" embossed, integrally stamped, or otherwise affixed to the piping, and shall be identified by one or more of the following methods:
    - a. Painting the piping purple (Pantone 522) and stamping the piping with the required caution statement on opposite sides of the pipe, repeated at intervals of three feet or less.
    - b. Using stenciled pipe with two – to three-inch letters on opposite sides of the pipe, placed at intervals of three to four feet. For pipes less than two inches in diameter, lettering shall be at least five eighths inch, placed on opposite sides of the pipe, and repeated at intervals of one foot.
    - c. Wrapping the piping with purple (Pantone 522) polyethylene vinyl wrap or adhesive tape, placed longitudinally at three-foot intervals. The width of the wrap or tape shall be at least three inches, and shall display the required caution statement in either white or black lettering.
    - d. Permanently affixing purple (Pantone 522) vinyl adhesive tape on top of the piping, parallel to the axis of the pipe, fastened at least every ten feet to

- each pipe section, and continuously for the entire length of the piping. The tape shall display the required caution statement in either white or black lettering.
2. All visible, above-ground portions of the reclaimed water distribution system including reclaimed water piping, valves, outlets (including fire hydrants) and other appurtenances shall be colored coded, taped labeled, tagged or otherwise marked to notify the public and employees that the source of the water is reclaimed water, not intended for drinking or food preparation. For reclaimed water treated to Level 2, such notification shall also inform employees to practice good personal hygiene for incidental contact with reclaimed water and the public to avoid contact with the reclaimed water.
  3. Each mechanical appurtenance of a reclaimed water distribution system shall be colored purple and legibly marked "RECLAIMED WATER" to identify it as a part of the reclaimed water distribution system and to distinguisher from mechanical appurtenances of a potable water distribution system or a wastewater collection system.
  4. Existing underground distribution or collection pipelines and appurtenances retrofitted for the purpose of distributing reclaimed water shall be colored coded taped, labeled, tagged or otherwise identified as described in subdivisions 2 a, b and c of this subsection. This identification need not extend the entire length of the retrofitted reclaimed water distribution system but is required within 10 feet of locations where the distribution system crosses a potable water supply line or sanitary sewer line.
  5. Valve boxes for reclaimed water distribution systems shall be painted purple. Valve covers for reclaimed water distribution lines shall not be interchangeable with potable water supply valve covers.
- B. Additional Information and Requirements:
1. The following clarification was provided by Virginia Department of Environmental Quality regarding labeling requirements for pipe fittings: While pipe fittings are not specifically addressed in the Water Reclamation and Reuse Regulation, they are considered part of the piping. Reviewing the identification, notification and signage requirements under Water Reuse Regulation 9VAC25-740-110.B.8 for reclaimed water pipe fittings would be painting them purple (Pantone 522). Due primarily to their varied shape, embossing, integrally stamping or otherwise affixing the warning statement "CAUTION: RECLAIMED WATER – DO NOT DRINK" to pipe fittings is impractical. Therefore, it is not necessary to do this provided piping to which the fittings are connected displays the required warning statement in accordance with the regulation. Contractor shall paint fittings purple Pantone 522.
  2. Contractor shall inform employees to practice good personal hygiene for incidental contact with reclaimed water and the public to avoid contact with the reclaimed water. This is good practice regardless of the treatment level fo the reclaimed water.
  3. In the Water Reuse Regulation 9VAC25-740-110, there is a requirement that "valve covers for reclaimed water distribution lines shall not be interchangeable

with potable water supply covers". This requirement is being addressed by using the octagonal Rhino valve box covers, which are not interchangeable with the round covers used on Loudoun Water's potable water system."

## **6 CONTRACT CONDITIONS**

### **Procedures**

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of Loudoun Water's General Manager or his authorized representative. Any change to the contract must be approved, in writing, by the Purchasing Technician and the Contractor. The successful vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by Loudoun Water.

### **Insurance**

The successful firm shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this IFB.

- A. Comprehensive General Liability
  - 1. \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate
  - 2. Comprehensive General Form
  - 3. Extended Business Liability Endorsement
  - 4. Independent Contractors Coverage
  - 5. Products/Completed Operations (to be provided for minimum of 36 months after completion of work)
  - 6. Broad Form Contractual Liability
  - 7. Personal Injury Liability
- B. Comprehensive Automobile Liability
  - 1. \$1,000,000 Combined Single Limits
  - 2. Statutory Uninsured Motorist Coverage
  - 3. Hired and Non-Owned Coverage
  - 4. Motor Carrier Act Endorsement
- C. Worker's Compensation and Employer's Liability
  - 1. Statutory Coverage for Virginia
  - 2. \$1,000,000 Employer's Liability
  - 3. Broad Form All States Endorsement
  - 4. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act
- D. Umbrella Liability
  - 1. Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability

Prior to commencing work under a resultant contract, the successful firm shall furnish Loudoun Water with a Certificate of Insurance naming Loudoun Water as an additional insured. A sixty (60) day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

### **Hold Harmless Clause**

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless Loudoun Water, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### **Employees Not To Benefit**

As a prerequisite for payment pursuant to the terms of this contract, there shall be furnished to Loudoun Water a statement, that no employee of Loudoun Water, or members of his immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this contract.

### **Employment Discrimination by Contractors Prohibited**

Every contract over \$10,000 shall include the following provisions.

- A. During the performance of this 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 or 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, shall 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 to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

### **Drug-free Workplace**

Every contract of over \$10,000 shall include the following provisions.

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

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a 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 a controlled substance or marijuana during the performance of the contract.

### **Exemption from Taxes**

Loudoun Water is exempt from State and Federal Taxes. Tax Exemption Certificate indicating Loudoun Water's tax exempt status will be furnished by Loudoun Water on request.

### **Substitutions**

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Purchasing Division and Loudoun Water's General Manager.

### **Assignment of Contract**

This contract may not be assigned in whole or in part without the written consent of the Purchasing Technician.

### **Termination**

Subject to the provisions below, the contract may be terminated by Loudoun Water upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of Loudoun Water until said work or services are completed and accepted.

#### *Termination for Convenience*

In the event that this contract is terminated or canceled upon request and for the convenience of Loudoun Water, without the required sixty (60) days advance written notice, then Loudoun Water shall negotiate reasonable termination costs, if applicable.

#### *Termination for Cause*

Termination by Loudoun Water for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

## **7 Instructions for Preparing and Submitting Bids**

### **Questions and Inquiries**

Questions about this IFB should be directed to Bessie Nelson, Loudoun Water Purchasing Technician, at 703-771-1095.

### **Contents of Bids**

The following information is to be submitted as part of the Bid. No other material may be attached. The Bid is to be organized into the following categories:

- A. Experience and Qualifications – Provide three (3) current references for whom comparable work has been performed. The references shall include company name, person to contact, address, telephone and fax number, and email address. Failure to include references may be cause for rejection of bid as non-responsive.
- B. IFB Attachments – All attachments to this IFB requiring execution by the firm are to be returned with the Bid. These attachments are References (Page 15); Company Identification and Ownership Disclosure Form (Page 16); and Rider Clause (Page 17).
- C. Signatures – All Bids must be signed in ink by the individual or authorized principals of the firm.

### **Packaging of Bids**

- A. Bids are to be returned in a sealed container. Ensure that the container is completely and properly identified. The face of the container shall indicate the IFB number, 2010 – 004 - 220, time and date of public acceptance, and the title of the IFB.
- B. **Each firm shall submit one (1) original and one (1) copy of their Bid to Loudoun Water. The original Bid shall be clearly marked.**

### **Delivery of Bids**

- A. Bids may either be mailed to P.O. Box 4000, Ashburn, Virginia, 20146 or hand delivered or shipped to 44865 Loudoun Water Way, Ashburn, Virginia, 20147. They may NOT be emailed.
- B. Bids must be received by Loudoun Water BEFORE due date and time indicated on the cover of this IFB – Wednesday, September 08, 2010, 3:00 p.m. (EST). Requests for extensions of this time and date will not be granted. Firms mailing their Bids shall allow for normal mail time to ensure receipt of their Bids by Purchasing prior to the time and date fixed for acceptance of the Bids. Bids or unsolicited amendments

to Bids received by Loudoun Water after the acceptance date will not be considered. Bids will be publicly accepted and will be date and time stamped.

- C. Bids will be opened and publicly read aloud at the Loudoun Water Administrative Facility, 44865 Loudoun Water Way, Ashburn, Virginia 20147, on Wednesday, September 08, 2010 at 3:00 pm (EST).

### **Withdrawal of Bids**

- A. Bids may be withdrawn on written request from the vendor at the address shown in the solicitation PRIOR to the time of acceptance.
- B. Negligence on the part of the vendor in preparing the Bid confers no right of withdrawal after the time fixed for the acceptance of the Bids.

### **Late Bids**

LATE Bids will be returned to vendor UNOPENED, if vendor's return address is shown on the container.

### **Addendum and Supplement to Request**

If it becomes necessary to revise any part of this request or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued to the same distribution list as the original IFB. It is the responsibility of the vendor to ensure that he has received all addendums prior to submitting a Bid.

### **Proprietary Information**

It is the responsibility of each vendor to clearly mark any part of his Bid considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Vendors shall not mark sections of their Bid as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature.

### **Authority to Bind Firm in Contract**

Bids MUST give full firm name and address of vendor. Failure to manually sign Bid may disqualify it. Person signing the Bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

### **Rights of Loudoun Water**

Loudoun Water reserves the right to accept or reject all or any part of any Bid, waive informalities and award the contract to best serve the interest of Loudoun Water.

### **Prohibition as Subcontractors**

No vendor who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to 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.

### **Deviations from Scope of Services**

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. Loudoun Water reserves the right to determine the responsiveness of any deviation.

**Miscellaneous Requirements**

- A. All Bids submitted shall be valid for a minimum period of one hundred and twenty (120) calendar days following the date established for acceptance.
- B. Loudoun Water will not be responsible for any expenses incurred by a firm in preparing and submitting a Bid. All Bids shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- C. The contents of the Bid submitted by the successful vendor and this IFB will become part of any contract awarded as a result of the Scope of Work contained herein. The successful firm will be expected to sign a contract with Loudoun Water.
- D. Loudoun Water reserves the right to reject any and all Bids by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Loudoun Water. Vendors' whose bids that are not accepted will be notified in writing.

**Protest**

Vendors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

**8 Evaluation of Bids**

If Loudoun Water determines, at its sole discretion, to award this contract, Loudoun Water will make award to the responsible firm who submits a responsive bid at the lowest lump sum cost. Costs for optional equipment or services shall not be used in determining the low bid.

**9 BID FORM**

**Invitation for Bid –  
Reclaimed Water Dispensing Station  
September 08, 2010 at 3:00 p.m. (EDT)**

BASE BID LUMP SUM PRICE:

The lump sum of

\_\_\_\_\_ \$ \_\_\_\_\_  
(write lump sum price in words)

ADDITIONAL INFORMATION (description of slab, including dimensions):

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

By:

\_\_\_\_\_  
(Business name)

\_\_\_\_\_  
(Name and signature of person authorized to sign)

\_\_\_\_\_  
(Title of person authorized to sign)

**References  
(Must be completed by Vendor)**

Bidders shall provide references on this form. References must be of organizations similar to Loudoun Water with major and minor facilities.

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

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Phone \_\_\_\_\_

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

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Phone \_\_\_\_\_

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

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Phone \_\_\_\_\_

Reclaimed Water Dispensing Station  
(IFB No. 2010-004-220)

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

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_  
Organized under the laws of State of \_\_\_\_\_  
Principal place of business at \_\_\_\_\_  
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The Loudoun County Sanitation Authority requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an RFP issued by Loudoun Water shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

**SECTION II - EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Loudoun County Sanitation Authority, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**SECTION III – CONFLICTS OF INTEREST**

This solicitation is subject to the provisions of Va Code Ann. Section 2.1-639.2 et. seq., the State and Local Government Conflict of Interests Act. The Vendor [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION IV – COLLUSION**

I certify that this offer 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 can 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 RFP and certify that I am authorized to sign for my company.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL  
RIDER CLAUSE**

**Use of Contract by Members of the:  
Northern Virginia Cooperative Purchasing Council and  
Metropolitan Washington Council of Governments**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun Water
- Manassas, Virginia

YES NO JURISDICTION

- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Maryland Transit Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Northern Virginia Community College
- OmniRide
- Potomac & Rappahannock Trans. Commission
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Date

SECTION 00950

2010 VIRGINIA CLEAN WATER REVOLVING LOAN FUND CONTRACT INSERTS

00950-1

*N Water Reuse Line - Commonwealth Center*

**VIRGINIA CLEAN WATER REVOLVING LOAN FUND  
FY 2010 CONTRACT INSERT**

The following document is to be inserted "verbatim" in all construction contracts funded by the Virginia Clean Water Revolving Loan Fund. The contract insert contains nine subparts and five attachments as follows:

1. Subpart A - containing the Federal/State Nondiscrimination Provisions for Equal Employment Opportunities applicable to all construction and service contracts.
2. Subpart B - containing the notice to the prime contractor relative to certification on nonsegregational facilities.
3. Subpart C - setting forth the affirmative action requirements for the contractors and subcontractors for work involving any construction trade in excess of \$10,000.
4. Subpart D - containing the Civil Rights Act of 1964.
5. Subpart E - setting forth requirements of Age Discrimination of 1975, Rehabilitation Act of 1973, and Section 13 of PL 92-500, the Federal Water Pollution Control Act.
6. Subpart F - setting forth requirements under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act for contracts and subcontracts in excess of \$100,000.
7. Subpart G - Procurement of goods and materials from Small Businesses in Rural Areas of the Commonwealth of Virginia wherever practical and feasible.
8. Subpart H – Provides that a contractor maintains a drug-free workplace or subcontractor during the performance of contract duties for any wastewater revolving loan-assisted project.
9. Subpart I – Requirements of Davis-Bacon Act for contracts and subcontracts in excess of \$2,000, and the Contract Work Hours and Safety Standards Act (OSHA) for contracts and subcontracts in excess of \$100,000.

Attachment No. 1 – Instructions to Bidders/Offerers

Attachment No. 2 - Certification regarding EEO compliance

Attachment No. 3 - MBE/WBE Utilization Report

Attachment No. 4 - Wage Determination(s)

Attachment No. 5 – Davis-Bacon Payroll Certification – WHD 347

**SUBPART A**

**EQUAL EMPLOYMENT OPPORTUNITY**

1. Executive Order 11246 (Contracts/subcontracts above \$10,000)

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SUBPART B**

**NOTICE TO PRIME CONTRACTOR OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de factor basis. The certification also provides that he will not maintain such segregated facilities.

**SUBPART C**

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS**

**Effective October 1, 2009**

1. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the affirmative action goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

2. The applicable Minority Business Enterprise (MBE)/Women’s Business Enterprise (WBE) “fair share” goals and dollar objectives are established as follows:

	<u>MBE%</u>	<u>WBE%</u>
Construction	4.1	2.5
Equipment	0.6	1.2
Services	2.6	1.6
Supplies	0.8	1.3

3. The MBE/WBE goals set forth in this contract are shown in #2 above. The Contractor shall make every reasonable attempt to achieve the goals as stated. When so notified by the owner, the apparent low bidder shall provide a listing of MBE's and WBE's he proposes to use on this project. Should the bidder fail to meet the aforementioned objectives he shall provide complete documentation which demonstrates the positive efforts made. Failure to satisfy this requirement to the satisfaction of the owner shall constitute a nonresponsible bid and shall be cause for the owner to reject the bid.

4. The contractor shall implement the specific affirmative action steps as provided in Section B included in the Instruction to Bidders/Offerers section of these specifications.

5. The Contractor and all Subcontractors must maintain documentation and records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. Within 21 days of determination of the apparent low bidder, the contractor must furnish to the loan recipient all pertinent documentation, which evidences or documents a good faith effort in MBE/WBE solicitation and projected utilization. Failure to comply with the submission of appropriate MBE/WBE documentation may result in the determination of a bidder as nonresponsible and shall cause the bid to be rejected.

6. Immediately following the award of contracts and continuing through the construction stage, all records of MBE/WBE utilization shall be maintained and reported in accordance with the Virginia Revolving Loan Fund MBE/WBE Utilization Reporting Form. A MBE/WBE Utilization Reporting Form shall be completed and submitted to the loan recipient on a calendar year quarterly basis during the construction period.

**SUBPART D**

**CIVIL RIGHTS ACT OF 1964**

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

**SUBPART E**

**SECTION 13 of PL 92-500;  
UNDER THE FEDERAL WATER POLLUTION CONTROL ACT;  
REHABILITATION ACT OF 1973; PL 93-112,  
AND AGE DISCRIMINATION ACT OF 1975**

The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

**SUBPART F**

**COMPLIANCE WITH SECTION 306 OF THE CLEAN AIR ACT  
AND SECTION 508 OF THE CLEAN WATER ACT  
(CONTRACTS AND SUBCONTRACTS IN EXCESS OF \$100,000)**

The Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. The Contractor and Subcontractors will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. The Contractor will promptly notify the loan recipient and Department of Environmental Quality of any notification received from the Director of the Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

**SUBPART G**

**UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS**

The contractor and its subcontractors shall maintain a small business solicitation list and make appropriate attempts to procure needed equipment, supplies, and material from small businesses in rural areas of the Commonwealth of Virginia whenever they are a practical source for solicitation.

## SUBPART H

### TITLE 2.2, SECTION 2.2-4312, to CHAPTER 43 RELATING TO THE PROCUREMENT PRACTICES OF ALL PUBLIC BODIES (DRUG-FREE WORKPLACE)

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a 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.

## SUBPART I

### COMPLIANCE WITH DAVIS-BACON ACT PAYROLL REVIEW

The contractor and its subcontractors shall comply with provisions of the Davis-Bacon Act and Related Acts. Federal minimum wage laws are applicable to all construction contracts in excess of \$2,000. The Davis-Bacon Act stipulates that all laborers and mechanics employed by the contractor or subcontractors on federally assisted projects shall be paid wages at rates not less than those prevailing on similar construction in the area as determined by the Secretary of Labor. The contractor and its subcontractors shall comply with provisions of the Contract Work Hours and Safety Standards Act generally applicable to any contracts in excess of \$100,000. **Wage rates specified in the applicable wage determination (Attachment 4) for this construction trade and geographic area are required as part of this contract. The wage determination(s) must be posted at the site of the work in a prominent and accessible place.** The contractor will also post the Department of Labor poster "Employee Rights under the Davis-Bacon Act" ([www.wagehours.dol.gov](http://www.wagehours.dol.gov)).

The contractor or subcontractor shall insert in any subcontract the clauses included in 29 CFR 5.5 (a) (1) through (12) (Contract Provisions and Related Matters) including the applicable wage rates, and a clause requiring the subcontractor include these clauses in any lower tier subcontract. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR 5.5 (see Department of Labor website or a Federal regulations website).

By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

Any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision if possible. Additional classifications shall be requested from the Department of Labor as specified in 29 CFR 5.5 or as amended (see Department of Labor Website for forms and instructions). Upon issuance of an additional classification, the new wage rate including fringe benefits where appropriate shall be paid to all workers performing the work in the additional classification from the first day on which work is performed in the classification. The Department of Labor shall approve an additional classification and wage rate

and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

1) Payroll(s)

All mechanics and laborers employed upon the site of the work will be paid unconditionally and not less than once a week without subsequent deduction or rebate on any account the full amounts of wages and bona fide fringe benefits or cash equivalents thereof except as provided for by Department of Labor regulations issued in accordance with provisions of the Copeland Act. The payment shall be computed at wage rates not less than those contained in the "wage determination" included in these specifications regardless of any contractual relationship alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

Each contractor and subcontractor shall furnish each week, in which any contract work is performed, to the loan recipient (owner) a payroll of wages paid to each of its employees engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained in the Records section below. Each payroll\* submitted shall be accompanied by a Statement of Compliance\* signed by the contractor or subcontractor or his/her agent who pays and supervises the payment of persons employed under the contract and shall certify the following:

- 1) that the payroll for the payroll period contains the information noted above and that such information is true and complete,
- 2) that such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in federal regulation(s), and
- 3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

\*DOL WHD Form 347 (Attachment 5) is included as an example payroll and certification statement

Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the actual time worked therein, provided, that the employee's payroll records accurately set forth the time spent in each classification in which work is performed.

Whenever the minimum rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination classification or pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payment to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. Contributions made or cost reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions above as well as regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

## 2) Records

Payrolls and basic records shall be maintained by the contractor and each subcontractor for a period covering three years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work. Payrolls will include the name; his or her correct classification; hourly rates paid as wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis-Bacon Act; daily and weekly number of hours worked; deductions made; and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, **that the plan or program has been communicated in writing to the laborers or mechanics affected**, and records show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## 3) Penalties and Withholding

Falsification of a payroll certification may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States code. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or delegated agent may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

The contractor or subcontractor shall make the payroll records required available for inspection, copying, or transcription by authorized representatives of the owner, DEQ, EPA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. Failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CR 5.12.

A breach of the these contract clauses or the clauses continued in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The governing body, shall upon its own actions or upon written request of an authorized representative of the Department of Labor withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics including apprentices, trainees, and helpers employed by the contractor and subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or a mechanic including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, the State or the Department of Labor may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

**Instruction to Bidders/Offerers**

**ATTACHMENT #1**

**Minority Business and Women's Business  
Enterprise (MBE/WBE) Requirements of 40 CFR 33.240**

Bidder/Offerer Responsibilities

A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerers shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial offers, to encourage participation in projects by MBE and WBE firms. Such efforts include:

1. Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBE and WBE firms are solicited once they are identified.
2. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation and establish delivery schedules to encourage MBE/WBE participation.
3. Assuring that MBE and WBE firms are solicited whenever they are potential sources of goods and services. This step may include:

a. Sending letters or making other personal contact with MBE and WBE firms, private agencies and state associations (e.g., whose names appear on lists prepared by EPA or the recipient and other MBE/WBE known to the bidder/offerer). MBE and WBE firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. 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 and specifications or other detailed information needed to prepare a detailed price quotation;

(iii) Date the quotation is due to the bidder/offerer;

(iv) Name, address, and phone number of the person in the bidder/offerer's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprises of the U.S. Department of Commerce.

B. Bidders/offerers must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:

1. Names, addresses and phone numbers of MBE/WBE firms expected to perform work;

2. Work to be performed by the MBE and WBE firms;

3. Aggregate dollar amount of work to be performed by MBE and WBE firms, showing aggregate to MBE's and aggregate to WBE's separately;

4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBE/WBE firms, including names of organizations, agencies and associations and dates of contacts;
  5. Descriptions of contacts to MBE and WBE firms, including number of contacts, fields (i.e., equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.
- C. Successful bidders/offerers should take reasonable affirmative steps to subcontract with MBE and WBE firms whenever additional subcontracting opportunities arise during the performance of the contract.

**BIDDER COMPLIANCE STATEMENT/CERTIFICATION  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Applicability: Bid exceeding ten thousand dollars for construction contract/subcontract of unlimited amount and non-construction contract/subcontract of less than one million dollars.

This statement relates to a proposed contract between \_\_\_\_\_ and Public Body or  
(contractor)

subcontract between \_\_\_\_\_ and \_\_\_\_\_ to be  
(subcontractor) (contractor)

funded under a federally assisted project. Pursuant to Executive Order 11246 and its implementing regulations at 41 CFR 60-1.7(b) (1), as the undersigned bidder, I certify that:

- 1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
\_\_\_\_ Yes      \_\_\_\_ No
- 2) Bidder has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-2 (applies only to non-construction contractor).  
\_\_\_\_ Yes      \_\_\_\_ No
- 3) Bidder has filed with the Joint Reporting Committee, the Director (Office of Federal Contract Compliance Programs, U.S. Department of Labor), and agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.  
\_\_\_\_ Yes      \_\_\_\_ No

I understand that if I have failed to file any compliance reports which have been required of me, or have failed to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR 60-2, when required, I am not eligible to have my bid or proposal considered, or to enter into the proposed contact.

I further understand that if awarded the proposed contract, and the contract for the FIRST time brings me under the filing requirements or the written affirmative action programs that I will, as applicable: (a) within 30 days file with the Public Body Standard Form 100 (EEO-1); and (b) within 120 days from the commencement of the contract develop and submit to the Director of OFCCP for approval a Written Affirmative Action Plan.

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

NAME AND TITLE OF SIGNER (Please Type):

SIGNATURE:

DATE:

**VIRGINIA REVOLVING LOAN FUND**

**PART I - MBE/WBE UTILIZATION REPORTING**

**Send completed form to: Department of Environmental Quality  
Construction Assistance Program  
P.O. Box 1105, Richmond, Virginia 23218.  
Reporting contact is Deborah Hawkins; phone number is (804) 698-4130.**

Year 20\_\_

**Reporting Quarter: (check one)**

1st (Oct.-Dec.) \_\_\_\_\_  
3rd (Apr.-Jun.) \_\_\_\_\_

2nd (Jan.-Mar.) \_\_\_\_\_  
4th (Jul.-Sept.) \_\_\_\_\_

**Name of Loan Recipient:** \_\_\_\_\_

**VCWRLF Loan Recipient Project No.:** **C-515** \_\_\_\_\_

**Prime Contractor:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Date for Start of Construction:** \_\_\_\_\_

Is the Prime Contractor an MBE or WBE? Yes \_\_\_\_\_ No \_\_\_\_\_

Have you subcontracted with an MBE or WBE firm in this quarter?  
Yes \_\_\_\_\_ No \_\_\_\_\_

**Please sign and date below.**

And, if you answered yes to subcontracting with an MBE or WBE firm please provide information on Part II.

\_\_\_\_\_  
**Contractor's Signature (or Recipient's signature if prime contractor is MBE/WBE firm)**

\_\_\_\_\_  
**Date**

If an MBE/WBE subcontract is rescinded, please give name of firm, date of rescission and amount of rescission.

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



**Wage Determinations  
Davis Bacon Wage Determination**

GENERAL DECISION: VA20100048 07/09/2010 VA48

Date: July 9, 2010

General Decision Number: VA20100048 07/09/2010

Superseded General Decision Number: VA20080048

State: Virginia

Construction Type: Building

County: Loudoun County in Virginia.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	07/09/2010

\* ELEC0026-001 06/01/2010

	Rates	Fringes
Electricians.....	\$ 39.02	12.82+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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ELEV0010-002 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.30	20.035+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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IRON0201-001 05/01/2009

	Rates	Fringes
Ironworkers: Reinforcing.....	\$ 25.20	14.33

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PLUM0005-003 08/01/2009

ATTACHMENT #4

	Rates	Fringes
Plumbers (Excluding HVAC Work)...	\$ 37.67	14.69+a
a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.		

-----  
 PLUM0602-003 08/01/2009

	Rates	Fringes
Pipefitter/steamfitter (Including HVAC Work).....	\$ 36.87	15.47+a
a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.		

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 SFVA0669-001 01/01/2010

	Rates	Fringes
Sprinkler Fitters.....	\$ 30.45	16.30

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 SUVA1993-001 06/18/1993

	Rates	Fringes
Bricklayer.....	\$ 14.00	
Carpenters (Including Drywall Hanging, Excluding Formsetting which includes building and setting forms, and setting pre-fab forms in connection with curbs and gutters).....	\$ 14.14	3.16
Cement Mason/Concrete Finisher...	\$ 12.99	1.71
Drywall Finisher/Taper.....	\$ 13.00	
Glaziers.....	\$ 13.33	3.39
Ironworkers, Structural.....	\$ 13.33	5.04
Laborers:		
Mason Tenders, Brick.....	\$ 9.00	
Pipelayers.....	\$ 9.50	.43
Unskilled.....	\$ 8.31	
Painter, Excluding Drywall Finishing.....	\$ 11.19	

Power equipment operators:		
Backhoes.....	\$ 11.52	.76
Bulldozers.....	\$ 12.75	.49
Cranes.....	\$ 12.74	
Loaders.....	\$ 12.47	1.04
Rollers.....	\$ 8.75	.42
Roofers.....\$ 12.00		
Sheet metal workers		
(Including HVAC Duct Work).....	\$ 14.87	3.52
Soft Floor Layers.....\$ 13.28		
Tile Finishers.....\$ 12.17		
TILE SETTER.....\$ 17.50		
Truck drivers.....\$ 7.75 .42		

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
 =====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

ATTACHMENT #4

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**PAYROLL**  
**(For Contractor's Optional Use; See Instructions at [www.dol.gov/esa/whd/forms/wh347instr.htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm))**



Rev. Dec. 2008

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

OMB No.: 1215-0149  
Expires: 12/31/2011

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
			O																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



## PART 1 - GENERAL

### 1.1 Work Included

1.1.1 This section covers the design, manufacture, supply, installation, testing, and placing in operation the Bulk Water Truckfill access security, and billing system.

### 1.2 Manufacturer

1.2.1 The Bulk Water Truckfill System shall be as supplied by Municipal Solutions Inc., Denver, CO, Ph 1-877-655-5585, or approved equal.

### 1.3 Submittals

1.3.1 The contractor shall submit one (1) hard copy, and one (1) reproducible/electronic copy of shop drawings and information of the proposed system as follows:

1.3.1.1 General arrangement drawing

1.3.1.2 Interconnection drawings

1.3.1.3 Component specification sheets

1.3.1.4 Concrete pad general arrangement drawing for location of necessary penetrations.

1.3.1.5 Installation details

1.3.2 Submit manufacturer's representative report that equipment has been correctly installed, tested successfully and is ready for normal intended operation, within 30 days of the inspection and testing.

1.3.3 Submit four (4) copies of operation and maintenance manuals.

### 1.4 Quality Assurance

1.4.1 Manufacturer – The Bulk Water Truckfill system shall be supplied by one manufacturer that shall assume total responsibility for the parts operating as a whole and shall be manufactured by Municipal Solutions.

1.4.2 Experience – The Bulk Water Truckfill system shall be a standard product of the manufacturer who is actively engaged in the business of providing these systems. Upon request, the manufacturer shall provide the ENGINEER with a list of previous installations.

## PART 2 – PRODUCTS

### 2.1 Access Security System

2.1.1 System shall utilize a 3-digit Customer Access Number and 4-digit Security PIN number to establish user authorization without the need for keys or access cards.

2.1.2 System must integrate with multiple Access Stations to authorize usage by a customer using his same Customer Access number and PIN.

### 2.2 Access Terminal

2.2.1 Access terminal shall be complete and functional, ready for field connection to devices, to provide the necessary control of components as specified.

2.2.2 Access terminal to be housed in a NEMA 3R enclosure

- 2.2.3 Raven/Airlink 1X wireless data modem to be provided and installed in each Access Terminal for remote communication.
- 2.2.4 Each Access Station must hold up to 250 transactions in the event of Power or Communication Failure.
- 2.2.5 System must provide basic logic control functions to accomplish control sequencing of components as specified in the Control Philosophy.
  
- 2.3 Billing System
  - 2.3.1 System software must accept at least 50 user definable Carrier Truck accounts
  - 2.3.2 System software must allow for software upgrade of extra Carrier Truck accounts
  - 2.3.3 System software must maintain information on Truck Carriers (including company name, billing address and billing discount %), Carrier Trucks (including Carrier Truck account number, PIN number, Truck Description, Plate number, Load Capacity, and Driver Name) and account balance.
  - 2.3.4 System software must allow User to configure and communicate with multiple Access Terminals located at any number of Bulk Water Truckfill Stations.
  - 2.3.5 System software must allow User to automatically upload Carrier Truck account information to each Access Terminal at a Bulk Water Truckfill Station via remote modem.
  - 2.3.6 System software must automatically collect all transactions from each Access Terminal / Bulk Water Truckfill Station at a user defined interval.
  - 2.3.7 System software must have integrated on-line help screens
  - 2.3.8 System software must allow User to define "Volume Units" for bill generation (i.e. m3, ft3, litres, US Gal, Imp Gal)
  - 2.3.9 System software must allow User to define billing method either by Volume or by Load and by Discountable Rate based on customer.
  - 2.3.10 System software must allow User to manage accounts on either a "Credit" basis or a "Pre-pay/Debit" basis.
  - 2.3.11 System software must allow User to print a detailed Carrier Reports.
  - 2.3.12 System software must allow User to print a batch of Bills for all or one Carrier
  - 2.3.13 System software must allow User to re-print a batch of Bills for all or one Carrier
  - 2.3.14 System software must allow User to print statistics of "Fills / Hour, Volume / Hour, Fills / Station"
  - 2.3.15 Each Bill shall include detailed information for each transaction with a date stamp, time stamp, quantity, unit factor, unit rate and total.
  - 2.3.16 Each Bill shall include transactions for each Carrier: by Carrier Truck, Bulk Water Truckfill Station, Subtotals and Totals.
  
- 2.4 REMOTE TECHNICAL SUPPORT
  - 2.4.1 Manufacturer is to provide the User with one year free online technical support via remote control software and email.
  
- 2.5 DESCRIPTION OF CONTROL PHILOSOPHY
  - 2.5.1 Upon entering "User ID" and "PIN" by customer, system to provide authorization to User and activate system.

- 2.5.2 Once authorized, the customer shall enter the volume of water desired, and when ready, press, “Start” to begin the flow of water.
  - 2.5.3 System must measure the volume of water dispensed by receiving input from a flow meter or other measuring device.
  - 2.5.4 Once the requested volume of water has been dispensed, the FCV will close/shutdown,.
  - 2.5.5 FCV to “close” if there is a No-Flow condition for a predetermined time or the access terminal “Stop” button is pressed.
  - 2.5.6 Access Terminal to be able to control number of hoses as detailed on the drawings.
- 2.6 System Manufacture
- 2.6.1 The complete system, Hydrant General HG-050, shall be composed of a 12 gauge steel kiosk enclosure, fully insulated with 1” rigid Styrofoam, Allen Bradley Control Logix, Access Terminal Box, Field Terminal Box, Electrical Connection Box, Watts 957 RP Backflow Preventer, Badger M3000 meter, 3” Stainless Steel (304) piping, Victaulic Stainless Steel Rigid Couplings (Style 489), Victaulic VIC-Flange Adaptors (Style 743), Raven/Airlink wireless modem, 120V Solar Panel c/w charge regulator and battery , piping, piping supports, necessary access holes for power, drainage, grounding, and other miscellaneous items.
  - 2.6.2 The complete system shall be housed in a 12 gauge steel kiosk enclosure and shall be shipped as one complete unit.
  - 2.6.3 The access security and billing software shall integrate with the Owner’s SCADA system.

### PART 3 – EXECUTION

- 3.1 Product Handling, Storage and Delivery
  - 3.1.1 Equipment shall be suitably packaged to avoid damage during handling and shipment.
  - 3.1.2 Should it be necessary to store products prior to installation, the CONTRACTOR shall place and store all products in storage areas protected from the elements, and in a manner to protect the equipment from moisture, dust, extreme temperatures, and impact.
- 3.2 Installation
  - 3.2.1 The CONTRACTOR shall install the Bulk Water Truckfill System in strict accordance with: (1) the manufacturer’s written instructions and recommendations and the manufacturer’s installation drawings; (2) the oral and written directions provided by the manufacturer’s technical representative; and (3) any additional requirements specified herein.
  - 3.2.2 The CONTRACTOR shall take all precautions to ensure that the Access Terminals and other equipment are kept clean and free of any debris, dirt, or other foreign materials, such as iron filings, that may damage the equipment.

3.3 Start-up Services

- 3.3.1 The CONTRACTOR shall provide one day of Start up Services by the manufacturer's representative to assist in the adjustment of set-points, and to provide the preliminary set up of the billing software and system controls.
- 3.3.2 On-site training of the hardware and software shall be provided to the OWNER's representatives at the time of the Start-up Services. Instruction shall include day-to-day operations of the controls, preventative and regular maintenance, trouble shooting techniques, and system diagnostics. The OWNER shall make available his representatives that will be responsible for operating and maintaining the system, during completion of the Start-up Services for the familiarization with the equipment and instruction on its operation.