



**WASHINGTON SUBURBAN SANITARY COMMISSION**

**SOLICITATION NO. 111585**

**RESIDUALS HAULING AND MANAGEMENT PATUXENT AND  
POTOMAC WATER FILTRATION PLANTS**

**Due Date and Time: Monday, July 13, 2026, 2:00 pm**

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# 1. INTRODUCTION

## 1.1. Summary

The Washington Suburban Sanitary Commission, MD (the "WSSC"), is soliciting sealed responses for Residuals Hauling and Management Patuxent and Potomac Water Filtration Plants. Responses are to be submitted via WSSC's eProcurement Portal via <https://procurement.opengov.com/portal/wsscwater> **PRIOR TO 2:00 pm on Monday, July 13, 2026**. Late responses will not be accepted.

The purpose of this Contract is to provide residuals hauling, transportation, management, utilization, storage, beneficial reuse, and/or disposal services for residuals generated at WSSC Water's Patuxent Water Filtration Plant (PWFP) and Potomac Water Filtration Plant (PoWFP).

The Contractor shall furnish all labor, supervision, equipment, vehicles, materials, permits, licenses, management sites, transportation, and incidentals necessary to perform the Work in accordance with the requirements of this Contract.

The residuals generated under this Contract originate from drinking water treatment processes and do not include wastewater treatment solids.

## 1.2. Timeline

Release Project Date:	June 18, 2026
Question Submission Deadline:	June 24, 2026, 5:00pm
Response Submission Deadline:	July 13, 2026, 2:00pm

## **2. MINIMUM QUALIFICATIONS**

The Bidder must meet and provide proof of the following minimum qualifications in order to be considered for award.

The Bidder must have a minimum of three (3) years of experience within the last five (5) years providing hauling, transportation, management, utilization, beneficial reuse, or disposal services for water treatment residuals, wastewater residuals, industrial residuals, or similar materials requiring environmental regulatory compliance.

### **3. INSTRUCTIONS TO BIDDERS/OFFERORS**

#### **3.1. COMPLIANCE WITH COMMISSION PROCUREMENT REGULATIONS**

The Commission's Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15, are incorporated into this Solicitation and made a part of this Solicitation by reference. The Procurement Regulations can be viewed online at <https://wssc.district.codes/Code/6.15>.

#### **3.2. DEFINITIONS**

Whenever the following words occur in these Instructions to Bidders/Offerors, they shall have the following meanings.

- A. "Bidder" means any person submitting a bid in response to an invitation for bids ("IFB") or a request for quotations ("RFQ").
- B. "Contract Documents" means all documents that are included, attached, or referenced in a Solicitation.
- C. "Invitation for bids" ("IFB") means all documents, whether attached or incorporated by reference, utilized for soliciting bids.
- D. "Invitation for prequalification" ("IFP") means all documents, whether attached or incorporated by reference, utilized for prequalifying potential bidders.
- E. "Offeror" means any person submitting a proposal to a request for proposals ("RFP") or invitation for prequalification ("IFP").
- F. "Request for proposals" ("RFP") means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- G. "Responsible" means a person who has the capability in all respects to perform fully the requirements stated in the invitation for bids and request for proposals, respectively, and the integrity and reliability that will assure good faith performance.
- H. "Responsive" means a person who has submitted a bid or a proposal that fully conforms to the invitation for bids or request for proposals.
- I. "Solicitation" means an invitation for bids, a request for proposals, a request for quotations, an invitation for pre-qualification, or any other document issued by WSSC for the purpose of soliciting bids or proposals to perform a WSSC contract.

### **3.3. WSSC'S SUPPLIER PORTAL SYSTEM**

Bidders/Offerors are required to register in WSSC's Supplier Portal System in accordance with WSSC Code of Regulations, Title 6, Chapter 6.25, at the time of bid opening or proposal submission due dates. Failure to have an active supplier profile prior to this time may render the bid or proposal non-responsive. Information regarding the Supplier Portal System can be found online at <https://wssc.district.codes/Code/6.25> and [www.wsscwater.com](http://www.wsscwater.com).

### **3.4. EXPLANATION OF CONTRACT DOCUMENTS TO PROSPECTIVE BIDDERS/OFFERORS**

Any prospective Bidder/Offeror must carefully examine the Solicitation. If a prospective Bidder/Offeror is unclear as to the meaning or intent of any of the Contract Documents included in the Solicitation, the prospective Bidder/Offeror shall request a clarification from the Procurement Office before its bid/proposal is submitted.

All questions pertaining to the Solicitation or Contract Documents shall only be submitted by a Bidder/Offeror to the Procurement Officer identified in the Solicitation via the Online Discussion feature in the Supplier Portal. Questions submitted via email shall not be answered. Replies, where warranted, will be by addenda issued electronically to all parties who have downloaded the Solicitation. Questions received less than ten (10) days prior to the date for opening of bids or due date for receipt of proposals may not be answered. Only questions answered by formal written addenda will be binding. Questions received after this deadline may be addressed at the discretion of the Commission. Oral and other interpretations or clarifications will be without legal effect. Any information given to a prospective Bidder/Offeror by the Commission will be furnished to all prospective Bidders/Offerors via Online Discussion in the Supplier Portal.

Any information given to a prospective Bidder/Offeror by the Commission will be furnished to all prospective Bidders/Offerors.

### **3.5. SECURITY CLEARANCE REQUIRED FOR ACCESS TO PLANS AND DRAWINGS**

In order to receive plans and drawings related to the Solicitation, a prospective Bidder's/Offeror's representative must first be approved through a security background investigation. The Bidder's/Offeror's representative can obtain an application for a security clearance by contacting WSSC's Procurement Office by phone, (301) 206-8288. Requests for plans and drawings can only be fulfilled for representatives having successfully completed the security investigation. Multiple representatives may gain security clearance to request plans and drawings.

Additionally, plans and drawings may be accessed through E-Builder® ASP software. A user name and password is issued by the Procurement Officer upon request. To obtain a user name and password for access, a Bidder's/Offeror's representative must first obtain a security clearance.

### **3.6. SUBMISSION OF BIDS (COMPETITIVE SEALED BIDDING)**

- A. **Bid Forms** Bids shall be submitted in accordance with the instructions in the Solicitation and shall be filled out in typewritten or written ink. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the forms.

The bid forms may provide for submission of a price or prices for one or more items, which may be

lump sum bids, alternate prices, and scheduled items resulting in a bid on a unit of construction or a combination thereof, or other bidding arrangements. Unless specifically called for, alternate bids will not be considered.

Failure to submit a bid form or submitting an incomplete bid form with the bid may lead to the bid being deemed non-responsive or non-responsible.

- B. **Bid Submittals** Bidders shall complete and submit any submittals required by the Solicitation with the bid. Failure to submit a submittal or submitting an incomplete submittal with the bid may lead to the bid being deemed non-responsive or non-responsible.
- C. **Bid Bond** If the Solicitation requires a bid bond and a Bidder fails to submit a bid bond with the bid, the bid shall be deemed non-responsive.
- D. **Multiple Unit Prices** No Bidder will be permitted to offer more than one price for each item identified in a bid form even though it believes it has two or more products that will meet the specifications in the Solicitation. If a Bidder submits more than one price for any item, all prices for that item may be rejected at the discretion of the Chief Procurement Officer. Further, the bid may be deemed non-responsive.
- E. **Bid Submittal Limit** A Bidder may submit only one bid in response to a Solicitation. If a Bidder submit more than one bid, the bids will be rejected and deemed non-responsive.
- F. **Alternate Bid** Unless alternate bids are specifically requested in the Solicitation, they will not be accepted. Alternate bids will be rejected and deemed non-responsive.
- G. **Conditional Bids** If a Bidder submits a bid that requires the Commission to accept changes or additions to the Contract Documents, the bid will be rejected and deemed non-responsive.
- H. **Bid Signing** Signing of a bid shall comply with instructions in bid forms.
- I. **Bid Delivery** Bids shall be submitted on-line through the Commission's Solicitation Portal.

A Bidder shall assume full responsibility for timely submission and only one bid may be submitted. Bid submittals shall contain an Electronic Copy of Original Bid documents. Electronic Copy Bid Submittal shall be submitted via the Portal at <https://procurement.opengov.com/portal/wsscwater>.

Bids shall be submitted on the forms provided and must be signed by an authorized representative of the bidder. Bids submitted in any form other than as specified herein will be deemed non-responsive and will not be considered for award.

Bids shall be concise, yet sufficiently comprehensive to set forth the bidders understanding of the required services. Bids must be organized to the structure described in these Additional Instructions.

Any bid received after the exact time for receipt will be deemed non-responsive. The bid will not be considered for award. However, an exception may be made when a late bid would have been timely but for the action or inaction of the Commission.

### **3.7. ACKNOWLEDGMENT OF AMENDMENTS TO THE SOLICITATION**

Each Bidder/Offeror shall acknowledge receipt of any amendment to the Solicitation in accordance with the instructions stated in the amendment or otherwise stated in the Solicitation. If a Bidder/Offeror fails to acknowledge the amendment prior to the deadline for submitting a bid or proposal, the bid or proposal may be deemed nonresponsive.

### **3.8. WITHDRAWAL OF A BID (COMPETITIVE SEALED BIDDING)**

Prior to the time and date set for bid opening, a Bidder may withdraw a bid or proposal by "Unsubmitting" their response in the eProcurement Portal. Bids or proposals may only be withdrawn prior to the time and date set for bid opening.

No Bidder may withdraw a bid within 120 days after the actual date of the opening of the bids. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Should there be reasons why a contract cannot be awarded within the specific period, the time may be extended by mutual agreement between the Commission and the Bidder.

### **3.9. BID MODIFICATION, MISTAKES, AND MINOR INFORMALITIES (COMPETITIVE SEALED BIDDING)**

- A. Mistakes in Bids Discovered Before Bid Opening** A Bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid.
- B. Mistakes Discovered After Bid Opening but Before Award** Mistakes in bids that are discovered after the time and date set for bid opening but before award shall be resolved as follows:
  - i. **Minor Informalities.** Minor informalities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, worker and/or public safety or contractual conditions is negligible. The Procurement Officer may waive such informalities or allow the bidder to correct them depending on what is in the best interests of WSSC.
  - ii. **Mistakes Where Intended Correct Bid Is Evident.** 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.
  - iii. **Mistakes Where Intended Correct Bid Is Not Evident.** A bidder may be permitted to withdraw a low bid if:
    - 1. A mistake is clearly evident on the face of the bid document, but the intended correction is not similarly evident; or
    - 2. The bidder submits objective proof which clearly and convincingly demonstrates that a mistake was made.
- C. Mistakes Discovered After Award** Mistakes shall not be corrected after award of the contract except where the Chief Procurement Officer makes a written determination that it would be unconscionable not to allow the mistake to be corrected.



### 3.10. BIDDER/OFFEROR QUALIFICATIONS

- A. **Performance Capability** A Bidder/Offeror shall be responsible and have the capability to properly perform the work described in the Contract Documents, and shall have the necessary expertise, manpower, equipment, capacity and sufficient financial resources to execute the work described in the Contract Documents properly within the time specified.

The Commission, at its discretion, may make such investigations it deems necessary to determine the ability of a Bidder/Offeror to perform the work described in the Contract Documents, and the Bidder/Offeror shall furnish to the Commission such information and data for this purpose as the Commission may request. The Commission may visit any prospective Contractor's place of business, contracts in progress, or contact persons knowledgeable of the Bidder/Offeror's background to determine its ability, capacity, reliability, financial stability, or other factors necessary to perform the work described in the Contract Documents in a manner satisfactory to the Commission.

The Commission may determine a Bidder/Offeror non-responsible if the Commission determines the Bidder/Offeror does not have the capability, integrity, or reliability to perform the work described in the Contract Documents.

### 3.11. BONDS AND INSURANCE

The Bidder/Offer to whom a contract is recommended for award shall submit any required bonds and insurance documents to the Procurement Office in accordance with the Procurement Office's instructions. Failure to submit the required documentation within the time period specified may be cause for deeming the bid or proposal **non-responsible**.

### 3.12. PROTESTS

Any protest concerning the Solicitation shall be decided by the Chief Procurement Officer in accordance with Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15.550.

- A. **Right To Protest** Any actual or prospective Bidder or Offeror who is aggrieved in connection with a Solicitation or an award of a Contract may protest to the Chief Procurement Officer. The protest shall be in writing and filed with the Office of the Chief Procurement Officer within seven (7) days after such aggrieved person knows or should have known of the facts giving rise to the protest. A protest shall be considered untimely if it is not received by the Office of the Chief Procurement Officer within the time period stated above. A Bidder or Offeror is aggrieved only if the Bidder or Offeror can demonstrate that, should the protest be sustained, the Bidder or Offeror may be eligible for the award.
- B. **Form Of Protest** The written protest shall include, at a minimum, the following: (a) name and address of the protestor, (2) Solicitation or Contract number, (3) statement of reasons for the protest, and (4) supporting exhibits, evidence, or documents to substantiate any claims.
- C. **Filing Fee** The filing fee for a protest is ONE THOUSAND DOLLARS (\$1,000.00). The filing fee shall be paid in the form of a check payable to the Washington Suburban Sanitary Commission. If the protest is sustained by the Chief Procurement Officer, the protester will be entitled to a refund of the filing fee. A PROTEST SHALL BE CONSIDERED UNTIMELY IF THE FILING FEE IS NOT RECEIVED BY THE PROCUREMENT OFFICE WITHIN THE TIME LIMITATIONS TO FILE A PROTEST.
- D. **Authority To Resolve Protests** The Chief Procurement Officer, after consultation with the General Counsel's Office, shall have the authority, before the commencement of an action in court concerning the controversy, to settle

and resolve a protest of an aggrieved Bidder or Offeror concerning the Solicitation or award of a contract.

- E. **Award Of A Contract During A Protest** In the event of a timely protest, the Commission shall not proceed further with a Solicitation or with the award of a contract until after a written decision on the protest has been issued by the Chief Procurement Officer, unless the Chief Procurement Officer, after consultation with the General Counsel's Office and the appropriate using department, determines in writing that awarding a contract without delay is necessary to protect the interests of the Commission.
- F. **Final Decision** If the protest is not resolved by mutual agreement, the Chief Procurement Officer must adjudicate the protest on the record and issue a final written decision within twenty-one (21) days of receiving the protest. The decision must: (a) state the reasons for the action taken and (2) inform the Bidder or Offeror of its right to appeal the written decision.
- G. **Appeal To Court** The aggrieved Bidder or Offeror may appeal the written decision of the Chief Procurement Officer to the Circuit Court for Montgomery County or the Circuit Court for Prince George's County under the Maryland Rules governing administrative mandamus actions.
- H. **Entitlement To Bid Preparation Costs** If a protest is sustained by the Chief Procurement Officer and the protesting Bidder or Offeror should have been, but was not, awarded the contract under the Solicitation, the aggrieved Bidder or Offeror shall be entitled to the reasonable costs incurred in connection with the Solicitation, including bid preparation costs. The aggrieved Bidder or Offeror shall not be entitled to recover any attorneys' fees incurred in connection with the Solicitation or protest.

### 3.13. SOLICITATION CANCELLATION

A Solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part when the Chief Procurement Officer deems it to be in the best interests of WSSC. Notice of such a decision must be made in writing and provided to all bidders or offerors.

### 3.14. CONTRACT AWARD

- A. **Construction Contracts or Design/Build Contracts (Competitive Sealed Bidding)** Contracts for construction or design/build using a competitive sealed bidding procurement will be awarded in accordance with MD. Code Ann., Pub. Util. § 20-105(b).
- B. **Construction Contracts or Design/Build Contracts (Competitive Sealed Proposals)** Contracts for construction or design/build using a competitive sealed proposals procurement will be awarded in accordance with MD. Code Ann., Pub. Util. § 20-105(c).
- C. **Other Contracts (Competitive Sealed Bidding)** Contracts that are not for construction or design/build using a competitive sealed bidding procurement will be awarded in accordance with Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15.310.

**D. Other Contracts (Competitive Sealed Proposals)** Contracts that are not for construction or design/build using a competitive sealed proposals procurement will be awarded in accordance with Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15.320.

### **3.15. EXECUTION AND ACCEPTANCE OF A CONTRACT**

A contract shall not be considered accepted by the Commission and binding upon the Commission until (1) a contract has been executed by the Chief Procurement Officer or an authorized designee acting within the scope of his/her authority and (2) a Notice to Proceed has been issued.

The Commission reserves the right to cancel a recommended award of a contract without liability to the Commission at any time prior to (1) a Contract being executed by the Chief Procurement Officer or an authorized designee acting within the scope of his/her authority or (2) a Notice to Proceed being issued. Upon cancelling a recommended award, a recommended award may then be made to the next ranked responsive and responsible Bidder/Offeror or the Solicitation may be cancelled and re-advertised.

Failure by a Bidder/Offeror to execute a contract, submit such other documents as required by the Contract Documents, or file acceptable insurance and bonds within the time directed shall be just cause for canceling the recommended award. Upon cancelling a recommended award, a recommended award may then be made to the next ranked responsive and responsible Bidder/Offeror or the Solicitation may be cancelled and re-advertised.

Subcontract plans must be entered and approved in the web-based compliance system in accordance with the Commission's directives. Failure by a Bidder/Offeror to comply with such directives shall be just cause for canceling a recommended award. Upon cancelling a recommended award, a recommended award may then be made to the next ranked responsive and responsible Bidder/Offeror or the Solicitation may be cancelled and readvertised.

A Notice to Proceed will be issued after (1) a contract has been executed by the Chief Procurement Officer or an authorized designee acting within the scope of his/her authority, (2) upon receipt and acceptance by the Commission of a Bidder's/Offeror's insurance, bonds, any other designated documents, (3) upon verification of entry and acceptance of subcontracting plans in the web-based compliance system, and (4) upon approval of background investigations of employees to work on Commission property. The Notice to Proceed represents the final document required before a contract shall be considered accepted by the Commission and binding upon the Commission.

### **3.16. MARYLAND PUBLIC INFORMATION ACT NOTICE**

The Commission is subject to the Maryland Public Information Act. Bidders and Offerors are strongly encouraged to specifically identify those portions of their bids or proposals, if any, which they deem to contain protected trade secrets, confidential commercial information, confidential financial information, or confidential geological or geophysical information pursuant to Md. Code Ann., General Provisions, §§ 4-335 and 4-336.

## 4. ADDITIONAL INSTRUCTIONS TO BIDDERS

**This Solicitation shall be conducted in accordance with the Commission's or WSSC Water Procurement Regulations: WSSC Water Code of Regulations, Title 6 Ch. 6.15. The following instructions are in addition to those contained in the Instructions to Bidders/Offerors included in the Solicitation.**

### 4.1. Invitation for Bid

The solicitation will be advertised through the Invitation for Bid (IFB) process. At a minimum, the solicitation will include specifications and a scope of work. The solicitation will be awarded to the lowest bid price, or the lowest evaluated bid price as outlined through WSSC's Procurement Regulations (§ 6.15.310).

### 4.2. Submission of Bid

- A. Only one Bid may be submitted by a Supplier.
- B. Bids shall be submitted electronically via WSSC's eProcurement portal at <https://procurement.opengov.com/portal/wsscwater>.
- C. Bid submitted in any form other than as specified herein may be deemed non-responsive and will not be considered for award. Bid must be signed by an authorized representative of the Bidder. Oral and telegraphic Bids, including e-mail submissions, are considered invalid and will not be accepted or considered for award.
- D. Bids shall be concise, yet sufficiently comprehensive to set forth the Bidder's understanding of the required services. Bids must be organized to the structure described in these Additional Instructions to Bidders.
- E. Minimum Qualifications: Provide documentation that meets the requirements in the [SCOPE OF WORK](#) and Bidder's [MINIMUM QUALIFICATIONS](#). A Bid not meeting any of the [MINIMUM QUALIFICATIONS](#) requirements will be deemed non-responsive/non-responsible and precluded from further consideration.
- F. Appendix A: OSDI PARTICIPATION. Provide the executed forms required in Appendix A of the Solicitation.
- G. Appendix B: CERTIFICATE OF INSURANCE. Provide a certificate of insurance in accordance with the Insurance Requirements located in the solicitation Appendix B.
- H. Appendix C: [VENDOR QUESTIONNAIRE](#). Provide the executed forms, which are located in Appendix C, for responsiveness to the Bid Solicitation.
- I. Responsiveness: Provide all forms required in Appendix A, Appendix B, and Appendix C in addition to the Bid Schedule and Minimum Qualifications for responsiveness to the bid solicitation.

### 4.3. Pricing

- A. Bidders shall enter their pricing in the [PRICING PROPOSAL](#) section of this solicitation, their all-inclusive unit price for the service required. The prices quoted in the Bid shall be firm for the duration of this Contract (base and option years if applicable).

- B. Pricing shall reflect all fringe benefits, overhead, profit, general and administrative expenses, and associated costs to complete the outlined scope of work. All mobilization and demobilization are included in the line-item price. Daily rates shall be applicable for an all-inclusive 8-hour day within a 24-hour period. The total price shall be the product of the Bidder's delivery unit price by the quantities given. All unit prices shall include F.O.B. destination shipping terms. No separate line-item pricing will be allowed for either bidding or invoicing purposes.
- C. The Contractor shall be aware that the quantities provided are estimated for bidding purposes only and may be increased, decreased, or eliminated - no guarantee for minimum quantities. The Contractor will be paid on the basis of the per-unit cost of the work item based on work performed and accepted by the Contract Manager. The quantities identified in this Contract are estimates only and are provided solely for bidding, planning, and budgetary purposes.
  - 1. WSSC Water does not guarantee any minimum or maximum quantity of residuals to be generated, hauled, managed, utilized, stored, or disposed of during the Contract term.
  - 2. The estimated quantities are based on historical production data and represent WSSC Water's best estimate of anticipated future residuals production.
- D. The Contractor must accept, transport, and manage all residuals generated by the Water Filtration Plants regardless of fluctuations in annual quantities, monthly quantities, hourly production rates, solids content, or seasonal variations.
  - 1. The Contractor acknowledges that actual residual production and characteristics may vary substantially from the estimates provided herein and agrees that such variations are inherent to the Work contemplated under this Contract.

#### **4.4. Basis of Award**

- A. The Commission reserves the right to award the contract based on the lowest responsive, responsible Bidder in total complying with the terms and conditions of this Bid who made all submissions required herein. Only Bidder(s) who have met the minimum qualifications in their entirety will move on to the pricing portion of the solicitation process.
- B. A Prompt Payment discount of 15 days or more may factor into the award.
- C. WSSC Water intends to make a single award under this Contract.

## **5. GENERAL CONDITIONS - GOODS AND SERVICES**

### **5.1. CONTRACT DOCUMENTS**

The Contract Documents include WSSC's Procurement Regulations (WSSC Code of Regulations, Title 6, Chapter 6.15), the Solicitation, Invitation for Bids, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Specifications, these General Conditions, Special Conditions, Standard Details, Amendments, Addenda, Contract Execution Page, and Federal Contract Provisions when required.

- A. The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Commission.
- B. In resolving conflicts, errors, and discrepancies within the Contract Documents, the Documents shall be given precedence in the following order:
  - Federal Contract Provisions (only if identified and incorporated in the Contract Documents)
  - WSSC Procurement Regulations
  - Change Orders
  - Amendments
  - Addenda
  - Special Conditions
  - General Conditions
  - Invitation for Bids
  - Contract Execution Page
  - Notice to Proceed
  - Notice of Award
  - Specifications/Statement of Work
  - Drawings

### **5.2. ECONOMIC PRICE ADJUSTMENT**

- A. All prices shall remain firm during the initial term of the Agreement. Any subsequent price adjustments, whether increases or decreases, will be considered on an annual basis, at the sole discretion of the Commission.

- B. The Contractor must submit any requests for price adjustments in writing at least 60 days prior to the desired adjustment date. The baseline for determining price adjustments will be the closing date of the solicitation. All proposed price changes are subject to review and approval by the Commission.
- C. Price increases will be capped at a maximum of 10% per year, while price decreases will be capped at a minimum of 10% per year. Pricing adjustments shall be determined using the U.S. Bureau of Labor Statistics average percentage change for the most recent calendar year, as referenced in the solicitation. Any requests for such adjustments are not guaranteed.
- D. In the event of extraordinary circumstances, including but not limited to significant regulatory changes, tariffs, or other external factors beyond the control of the Contractor, that result in substantial price increases, the Commission may, at its sole discretion, consider adjustments exceeding the 10% cap. However, such WSSC adjustments are not guaranteed, and the Commission is under no obligation to approve any requests for price increases beyond this limit. To support such requests, the Contractor must provide detailed and verifiable documentation, including but not limited to: invoices from suppliers reflecting increased costs, official government notices of tariff changes, detailed cost analyses, and any other relevant financial records or data. All submissions will be thoroughly reviewed, and approval will be granted solely at the Commission's discretion.

### **5.3. WORKING HOURS**

- A. The Contractor will only be permitted access to the Commission's facilities during the general working hours of 7:00 a.m. to 3:30 p.m., local prevailing time, Monday through Friday, except on Commission-observed holidays. Any other times will be noted in the solicitation documents.
- B. If it becomes necessary for the Contractor to perform work during Commission non-working hours, permission to work must be granted by the Project/Contract Manager. The Contractor will be required to furnish to the Project/Contract Manager a list of the Contractor's employees who will be working. No additional compensation shall be paid for hours worked during non-working hours.

### **5.4. HOLIDAYS**

- A. Access to Commission facilities will be denied on holidays. It is the responsibility of the Contractor to determine on which specific dates these holidays are observed by the Commission.
- B. The Commission observes the following holidays: New Year's Day (Observed), Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth (Observed), Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day (Observed), General Election Day (even numbered years) and Inauguration Day.

### **5.5. CONTRACTORS RESPONSIBILITIES**

- A. The work to be performed under this Contract will be performed in and around operating facilities. The Contractor will take all precautions necessary to prevent interference with the Commission's operations.

## **5.6. DELIVERY**

- A. All deliveries made to the Commission Facilities shall be made F.O.B. destination. Receiving hours are from 7:30 A.M. to 11:45 A.M. and 12:45 P.M. to 3:45 P.M., Monday through Friday, except on Commission holidays (unless otherwise noted in solicitation documents).

## **5.7. PROPERTY DAMAGE**

- A. Should any damage to Commission property be caused by the Contractor, employees, or agents of the Contractor, the Contractor will be required to report it to the Commission's Project Manager and make repairs immediately, to the satisfaction of the Commission's Project Manager and at no cost to the Commission. The Commission may, however, elect to make repairs or replace the damaged property and deduct the cost of repairs or replacement from monies due, or to become due, to the Contractor.

## **5.8. PACKING LIST**

- A. A packing list shall accompany every shipment made. Absence of a packing slip or absence of required information may cause refusal of the shipment. The packing list shall contain the following information: Contract number, Master Delivery Release (MDR), and/or Purchase Order number, item description and size, quantity shipped, quantity ordered, quantity backordered, and packing slip number. Absence of the packing slip and its required information may be cause for rejection of the material and termination of the contract for default.

## **5.9. CONDITION OF MATERIAL UPON DELIVERY**

- A. All material shipped shall be protected to ensure against damage in transit; all material shall be in good condition upon delivery. If, upon unloading from a Carrier's truck, any products/materials are found damaged or otherwise unacceptable, the material will be rejected. The Project Manager or designee will notify the Contractor for such damages. The rejected product/material will be loaded on the carrier's truck for return to the Contractor or for other means of disposal at the Contractor's expense.

## **5.10. STOP WORK**

- A. Work may be temporarily stopped in the field by the Commission's Project Manager because of weather, poor workmanship, lack of materials, safety violations, or other unforeseen circumstances. If the work stoppage is longer than, or is expected to be longer than 48 hours, a written Stop Work Notice will be issued by the Contract Administrator.

## **5.11. RIGHT TO BID**

- A. The Commission reserves the right to advertise for bids any individual proposed project(s) whose estimates exceed those that the Commission feels are reasonable. The Commission also reserves the right to advertise for bid any project whose estimate exceeds 20% of the Contract value.

## **5.12. EMERGENCY**

- A. Notwithstanding the existence of the contract, the Commission reserves the right to order any item required for emergency purposes from any party who can deliver such item to meet the requirements of the Commission, without waiving or voiding any of the terms of the contract.



### **5.13. WARRANTY**

- A. The Contractor shall expressly represent, warrant, and agree that all goods, equipment, machinery, materials, services, or work provided or performed on or off Commission premises relative to this Contract will:
1. Conform in all respects to the Commission's specifications, drawings, requirements, or other descriptions.
  2. Be fit for the purpose or purposes of intended use.
  3. Conform to all applicable local, state, and federal laws and regulations.
  4. Be of good quality, merchantable, of good workmanship, or material best suited for the intended purposes, and free from defects of any kind or nature whatsoever.
  5. If said equipment, material, service, or work is found to be defective in workmanship, materials or design, fails or is found to be non-conforming with the terms and conditions of this Contract, within 12 months after the date of acceptance, it shall, at the Commission's option, be repaired or replaced at the Commission's location by the Contractor at absolutely no cost to the Commission.
  6. All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims, and security interests of whatever nature and substance. Upon request, the Contractor shall supply the Commission with documentation satisfactory to it, evidencing the absence of such liens, encumbrances, claims, and security interests.
- B. The warranty period shall begin upon final acceptance of the work.

### **5.14. PAYMENT**

- A. Payment will be made by Automated Clearing House (ACH) or by WSSC's Procurement Credit Card for the total number of items contained in each delivery (shipment) within 30 days after the shipment has been received, inspected, and accepted by the Commission.
- B. Payment will not be made for any material in any given delivery (shipment) until the materials have been properly accounted for as to the quantity, compliance, and acceptance by the Commission in accordance with this Contract. Prompt payment discounts, if any, shall be applicable from the date of acceptance of the materials or the date of receipt of the invoice, whichever is later. Payment will be made upon receipt of a properly executed invoice(s) and in accordance with the provisions of this Contract.
- C. Invoices shall reference the Master Delivery Release, and/or Purchase Order number, be submitted in duplicate based on the appropriate unit prices named in the Bid and addressed as follows:

Washington Suburban Sanitary Commission  
Finance/Disbursements Group

14501 Sweitzer Lane, 11th Floor  
Laurel, Maryland 20707-5902

#### **5.15. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

- A. Bidders are advised that the prices, terms, and conditions of any Contract resulting from this Invitation for Bids will be extended, subject to bidder approval, to any of the members of the Metropolitan Washington Council of Governments Purchasing Group. Bidders shall indicate in the appropriate space whether they will extend the resultant Contract to any or all of the members of the Metropolitan Washington Council of Governments Purchasing Group on the attached page.

#### **5.16. CONTRACT SOLE AGREEMENT**

- A. This Contract constitutes the sole and entire agreement with the Contractor for the Work to be performed.

#### **5.17. SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto, and neither this Contract nor the obligations or services to be performed hereunder shall be subcontracted, assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of the Chief Procurement Officer. Written consent of the Commission's Chief Procurement Officer is also necessary for the substitution of a previously approved subcontractor or assignee.

#### **5.18. UNIFORM COMMERCIAL CODE (UCC) APPLICATION**

The parties to this Contract recognize that the provisions of the Uniform Commercial Code do not normally apply to the performance of services as distinguished from transactions in goods. However, the parties explicitly agree that for purposes of this Contract, the provisions of the Uniform Commercial Code shall apply, and any dispute arising under this Contract shall be resolved in accordance with the provisions of the Code, unless the UCC provisions conflict with the General Conditions and Instructions set forth herein or any documents or provisions incorporated by reference.

#### **5.19. PATENTED DEVICES, MATERIALS AND PROCESSES**

- A. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by a suitable legal agreement with the patentee or owner, and a copy of such agreement shall be filed with the Commission. The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent right and hold the Commission harmless from loss on account thereof, except that the Commission will be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers, as specified, is an infringement of a patent.

#### **5.20. CHANGE ORDERS**

- A. The Chief Procurement Officer may, at any time, without prior consent of the Contractor, and without notice to sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Contract.

- B. If the Contractor intends to assert a claim for additional compensation or extension of time for completion of the Contract as a result of a change order being issued, the Contractor shall submit a Claim in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.580(b).
- C. However, nothing in this General Condition shall excuse the Contractor from proceeding with the Contract as changed. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation or an extension of time for completion.

## **5.21. CLAIMS**

- A. Any Claim by the Contractor against the Commission arising under or relating to this Contract shall be filed and adjudicated in accordance with the requirements and procedures outlined in WSSC Code of Regulations, Title 6, Chapter 6.15.580(b).
- B. Any Claim by the Commission against the Contractor arising under or relating to this Contract shall be filed in the federal or state courts located in Prince George's County, Maryland, or Montgomery County, Maryland. However, the Commission may assert any set-off amount in any claim filed by the Contractor against the Commission.
- C. This Contract and any Claim arising under or relating to it shall be governed in accordance with the law of the State of Maryland.
- D. The Contractor shall diligently carry on the Work and maintain the progress schedule during any dispute, appeal, or court proceeding arising from or related to a Claim.
- E. No claim by the Contractor shall be allowed if asserted after final payment under this Contract

## **5.22. MATERIAL AND WORKMANSHIP**

- A. All equipment, materials, and components incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, materials, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, as his option, use any equipment, material, article, or process that, in the judgment of the Chief Procurement Officer, is equal to that named in the specifications, unless otherwise specifically provided in this Contract.
- B. All work under this Contract shall be performed in a workmanlike manner. The Chief Procurement Officer may require, in writing, that the Contractor remove from work any employee the Chief Procurement Officer deems incompetent, careless, or otherwise objectionable.

## **5.23. TAXES**

- A. Pursuant to MD Code, Tax - General, § 11-220(a), Maryland sales and use taxes do not apply to a sale to the Commission. For purchases made directly by the Commission, the Commission will provide the Contractor with its Maryland sales and use tax exemption certificate.

## **5.24. DELAY OF WORK**

- A. If the performance of all or any part of the work of this Contract is delayed or interrupted (a) by an act of the Chief Procurement Officer in the administration of this Contract that is not explicitly or implicitly authorized by this Contract, or (b) by a failure of the Chief Procurement Officer to act within the time specified in this Contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this Contract caused by the delay or interruption and the Contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other Contractual provision affected by the delay or interruption.
- B. However, no adjustment shall be made under this General Condition for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other provision of this Contract.
- C. A delay claim shall be filed according to WSSC Code of Regulations, Title 6, Chapter 6.15.580(b). A delay claim shall not be allowed (a) for any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Chief Procurement Officer in writing of the act or failure to act involved, and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the Contract.

## **5.25. SUSPENSION OF WORK**

- A. The Commission may, at any time, suspend, delay, interrupt or stop the performance of any or all of the work of this Contract by written notice to the Contractor. Suspension of work orders shall not exceed ninety (90) calendar days and, as soon as feasible after a suspension of work order is issued, either the Contract will be terminated or the suspension of work order will be canceled or extended in writing for a reasonable time beyond the period specified in the order. If an extension of the suspension of work order is necessary, it must be evidenced by a unilateral written modification to the Contract issued by the Commission.
- B. In the event of such suspension of work for an unreasonable period of time, all allowable costs (excluding profit) which are deemed by the Chief Procurement Officer as reasonably and necessarily incurred by the Contractor in suspending the work shall be paid by the Commission, including all costs incurred during the period of suspension and additional costs incurred in reactivating the work. Such payment shall not duplicate costs included under any prior progress payments. The Contractor must (a) itemize the costs involved, (b) provide satisfactory documentation as required by the Commission, and (c) demonstrate that such work as was provided during the suspension was in direct support of overall work to be performed.

- C. Both parties also recognize that the Commission may implicitly suspend the work by reasonable delays in its review, comment and action on the submitted data, plans, reports and other documents transmitted to the Commission, for which there shall be no additional compensation.
- D. The Commission's right to suspend this Contract is in addition to and not in substitution for the Commission's right to terminate as stated herein.

#### **5.26. BRIBES**

- A. A bribe or attempt to bribe any employee or officer of the Commission by the Contractor shall be considered a fraudulent and bad faith act, and shall thus empower the Commission to invoke its rights pursuant to WSSC Code of Regulations, Title 6, Chapter 6.15.570.

#### **5.27. FAILURE TO PERFORM**

- A. Failure of the Contractor to (a) deliver or perform the required goods within the time specified or within a reasonable time as interpreted by the Chief Procurement Officer or (b) make replacements of rejected articles immediately or as directed by the Chief Procurement Officer shall constitute authority for the Chief Procurement Officer to purchase in the open market goods of comparable grade to replace the goods not delivered or rejected. On all such purchases, the Contractor shall reimburse the Commission within a reasonable time, as specified by the Chief Procurement Officer, for any expense incurred in excess of Contract prices, including any administrative costs.
- B. Should public necessity demand it, the Commission reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform this Contract was due to causes beyond the control and without the failure or negligence of the Contractor.
- C. The remedies provided in this General Condition are in addition to any other rights and remedies provided by law or under any other provisions of this Contract.

#### **5.28. TERMINATION OF CONTRACT**

- A. Where the Contractor's services have been terminated by the Commission, said termination shall not affect any right of the Commission against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Commission due to the Contractor will not release the Contractor from compliance with the Contract Documents.
- B. Termination for Default
  - 1. The Contract may be terminated for default in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.590(c).
  - 2. The Commission has the right to terminate for default a material breach of the Contract which shall include but not be limited to the following events:

- a. the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws
  - b. the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,
  - c. the Contractor repeatedly fails to make prompt payments to subcontractors for labor, materials or equipment,
  - d. the Contractor fails to prosecute the Work or any separable part thereof with such diligence as to endanger performance of this Contract,
  - e. the Contractor fails to complete said Work within said time,
  - f. the Contractor disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over the Work, or
  - g. The Contractor otherwise violates any provision of the Contract Documents.
3. After a termination for default, the Commission may acquire, under the terms and in the manner the Chief Procurement Officer considers appropriate, supplies similar to those terminated, and the Contractor will be liable to the Commission for the excess cost of those supplies. However, the Contractor shall continue the work not been terminated.
  4. All finished or unfinished supplies provided by the Contractor and not yet delivered, rendered, and accepted by the Commission shall, at the Commission's option, become the Commission's property. The Commission shall pay the Contractor compensation for satisfactory performance prior to receipt of notice of termination for default, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination for default and the Commission can affirmatively collect such damages. The term "damages" as used in this paragraph includes, but is not limited to, attorney's fees of fifteen percent (15%).
  5. If the Contractor disputes the issuance of a termination for default, or the amount of compensation due the Contractor as a result of the termination of the Contract for default, the Contractor may file a timely claim under WSSC Code of Regulations, Title 6, Chapter 6.15.580(b).
  6. Termination for default under this Contract may result in debarment in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.560.
  7. The rights and remedies of the Commission in this General Condition are in addition to any other rights and remedies provided by law or under any other provision of this Contract.

#### C. Termination for Convenience

1. The Contract may be terminated for convenience in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.590(d).
2. After receipt of a notice of termination for convenience and except as otherwise directed, the Contractor shall:
  - a. stop all work on the date indicated and to the extent specified;
  - b. place no further orders or subcontracts for materials, services or facilities except as necessary for the completion of such portion(s) of the work not terminated;
  - c. terminate any and all vendors' and subcontractors' agreements and, with the approval of the Commission, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
  - d. if directed by the Commission, transfer title and deliver to the Commission the Contractor's work in process, finished supplies and other material produced or acquired for the Work terminated and any completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to the Commission. If the Commission does not exercise this right, the Contractor shall use his best efforts to sell such supplies and materials in accordance with the standards of Uniform Commercial Code Section 2-706; and
  - e. Complete performance of the work not terminated.
3. The Contractor shall be entitled to recover the following costs as a result of termination for convenience:
  - a. the Contract price for completed supplies accepted by the Commission but not previously paid for;
  - b. costs already incurred in the performance of the work terminated; fair and reasonable profit on the costs incurred in the performance of the work terminated;
  - c. the reasonable costs of settlement expenses for the work terminated; and
  - d. The cost of settling and paying any termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract.
4. In arriving at the amount due the Contractor, the following shall be deducted:
  - a. all unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
  - b. Any claim which the Commission has against the Contractor under this or any other Contract.
5. If the Contractor and the Chief Procurement Officer cannot agree on the amount due the Contractor as a result of the termination for convenience, the Contractor may file a timely claim WSSC Code

of Regulations, Title 6, Chapter 6.15.580(b). The Contractor does not have the right to appeal the Chief Procurement Officer's decision to terminate the Contract for convenience.

**D. Termination for Mutual Consent**

1. The Contract may be terminated by mutual consent in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.590(e).

**5.29. GOVERNING LAW**

- A. This Contract shall be governed by and construed according to the laws of the State of Maryland.

**5.30. RIGHT TO AUDIT**

- A. The Commission shall have the right to audit the books and supporting documents of a contractor or any subcontractor in accordance with the WSSC Code of Regulations, Title 6, Chapter 6.15.450.

**5.31. COMPLIANCE WITH LAWS**

- A. The Contractor hereby represents and warrants:
1. that it shall comply with all Federal, State, and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this Contract; and
  2. That it shall procure, at its own expense, all licenses, permits, insurance, bonding, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

**5.32. FORCE MAJEURE**

- A. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockouts or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part of the Contract, or any other causes (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Contract, Force Majeure does not include the Contractor's failure to obtain the necessary permits, licenses, exceptions, or other authorizations required to perform this Contract.
- B. Either party hereto shall give notice promptly within seven (7) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance under this Contract. Failure to do so shall constitute a waiver of any claim hereunder.

**5.33. PUNITIVE DAMAGES**

- A. In any action by the Contractor against the Commission or its agents, there shall be no liability for punitive damages.



#### **5.34. PUBLIC INFORMATION ACT NOTICE**

- A. The Commission is subject to the Maryland Public Information Act. Contractors are strongly encouraged to specifically identify those portions of their bids or proposals, if any, which they deem to contain protected trade secrets, confidential commercial information, confidential financial information, or confidential geological or geophysical information pursuant to Md. Code Ann., General Provisions, §4-335 and 4-336.

#### **5.35. CONTRACTOR ABUSE, USE, SALE OR POSSESSION OF DRUGS OR INTOXICANTS**

- A. The use, possession, sale, or distribution of drugs or intoxicants by the Contractor, Subcontractor, or any of their employees while on Commission premises or while actively representing or performing work for the Commission is prohibited. It shall be the responsibility of the Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of the Contractor to comply with this provision may result in termination of the Contract.

#### **5.36. SMOKING**

- A. It shall be the responsibility of the Contractor to observe the conditions of the Commission's Smoking Policy within Commission-operated facilities and within Commission-owned motor vehicles. The Project Manager will indicate to the Contractor the restricted areas. Failure to comply with the provisions of the policy may result in the removal of the Contractor's employees or the termination of the contract.

#### **5.37. LEGAL ADDRESS**

- A. The address given in the Bid shall be the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Chief Procurement Officer. The mailing of any notice to this legal address, postage prepaid to the Contractor, shall be deemed to be a legal and sufficient service upon the Contractor.

#### **5.38. SECURITY**

- A. The Commission will require the Contractor to submit background investigations on all employees, including subcontractor's employees, who will be performing work on this Contract. The Commission has retained the services of a background investigation agency to perform such investigations. The background investigations shall include work, driving, and criminal history. All employees, including subcontractor's employees, working on this Contract shall submit a completed Applicant Release & Authorization Form to the background investigation agency within seven (7) calendar days after receipt of Recommendation for Award. The Recommendation for Award will include documentation to have the background investigations performed. The cost to perform this service will be billed directly to the Commission from the background investigation agency. The employees' report will be submitted to the Commission's Security Group for review. All employees must be approved in writing prior to starting any work at any Commission facility. If any employee is not approved to work on this Contract, the Contractor may resubmit, with the knowledge of the Commission, other proposed employees within

seven (7) calendar days upon issuance of written disapproval notification. The Commission reserves the right to reject any employee, sub-contractor, or Contractor, as a result of the findings of background investigations. Contractors submitting background applications on employees or subcontractors not authorized to work on this contract will be liable for payment.

- B. The Contractor's employees shall be issued photo identification cards. Identification cards must be worn at all times while on any Commission property. Contractor employees found on-site without proper identification will be immediately removed from Commission property. The design of identification cards shall be reviewed and approved by the Commission before issuance. Identification cards for employees who are no longer associated with the project, for any reason, will be immediately recovered by the Contractor. The Contractor is responsible for controlling and inventorying all identification cards issued so that cards are not obtained or used by unauthorized individuals.
- C. All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make an application with, and receive approval from, the Commission before receiving this information. Permission to receive said documents (herein referred to as "sensitive") will pertain only to the approved individuals. Sensitive documents received from the Commission must be handled consistently with the terms of non-disclosure required for the application. The Contractor is responsible for restricting use of sensitive documents to project participants only and shall take appropriate measures to prevent the distribution of sensitive documents to anyone inside or outside of the Contractor's company except the Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner.

#### **5.39. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- A. The acceptance by the Contractor of final payment shall constitute a release to the Commission from any claims of any nature and all liability to the Contractor, for all things done or furnished in connection with the Work, and for every act and neglect of the Commission and others relating to or arising out of this Work.

#### **5.40. INSURANCE**

- A. The Contractor shall, within the time specified in the Contract Documents, purchase and maintain insurance as specified in the Contract Documents. The Contractor shall submit proof of insurance as required by the Contract Documents.

#### **5.41. ASSIGNMENTS**

- A. Neither the Contractor nor the Commission shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder, without the written consent of both parties.

#### **5.42. INDEMNIFICATION**

- A. The Contractor shall defend, indemnify, and hold harmless the Commission, its agents, and employees from and against any claims, suits in law or equity, actions, damages, losses and expenses of every name and description, including attorneys fees to which the Commission, its agents, and employees may be subject or put by reason of injury to persons (including bodily injury, death or any other form of personal injury) or property damage arising out of or resulting from the performance of the Work whether caused or alleged to be caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the Commission, its agent or employees, the party indemnified hereunder, or other cause.
- B. Monies due or to become due the Contractor under the Contract, as may be considered necessary by the Commission, shall be retained by the Commission until such suits or claims for damages shall have been settled or otherwise disposed of or satisfactory evidence to that effect has been furnished to the Commission.

#### **5.43. ETHICS**

- A. Personnel of the Commission and the Contractor and its personnel and agents shall comply with the Commission's Code of Ethics, WSSC Code of Regulations, Title 1, Chapter 1.70.
- B. In accordance with WSSC Code of Regulations, Title 1, Chapter 1.70.190, a former Commissioner or employee may not act as an agent or representative of any person or entity involved in a business transaction with WSSC for a period of 12 months from the date of the former employee's separation from the Commission. In addition, a former Commission employee is barred from assisting or representing a party in a business transaction with WSSC if the former employee participated significantly in the matter as an employee.

#### **5.44. SEXUAL HARASSMENT**

- A. Sexual harassment of Commission employees by the Contractor, a subcontractor, or any of their employees while on Commission premises or while actively representing or performing work for the Commission is prohibited. It shall be the responsibility of the Contractor to prevent any such acts and to remove any employee who conducts such acts. Failure of the Contractor to comply with this provision may result in the Termination of the Contract. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment. Basic criteria for determining unlawful behavior include conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### **5.45. DEBARMENT AND SUSPENSION**

- A. Debarment and suspension actions taken against a contractor will be done in accordance with the WSSC Code of Regulations, Title 6, Chapter 6.15.560.

#### **5.46. NONDISCRIMINATION POLICY**

- A. It is the policy of WSSC to require that individuals and entities with whom it has a contract and their subcontractors not discriminate against employees or applicants for employment.
- B. The Contractor shall not discriminate in any manner against an employee or an applicant for employment based on sex, race, creed, color, age, mental or physical disability, sexual orientation, religion, marital status, gender identity, genetic information, or national origin.
- C. The Contractor shall include a similar nondiscrimination clause in all subcontracts.
- D. If the Contractor fails to include a similar nondiscrimination clause in a subcontract, the Commission shall provide the Contractor a reasonable opportunity to cure the defect. If the Contractor fails to cure the defect within the time period granted, the Commission may declare the Contract void, and the Contractor shall be entitled to the reasonable value of Work that has been performed and the materials that have been provided to date. If the Contractor cures the defect, the Contract shall remain in force according to its revised terms.
- E. If the Contractor willfully fails to comply with the requirements of this nondiscrimination clause, the Commission may compel the Contractor to continue to perform under the Contract as provided in Maryland Annotated Code, Public Utilities, § 17-402.1(b).

#### **5.47. PERSONAL INFORMATION PROTECTION**

- A. The Commission may disclose "Personal information" to Contractor as defined in § 10-1301 of the State Government Article of the Annotated Code of Maryland.
- B. In accordance with the requirements of § 10-1304 of the State Government Article, the Contractor shall implement and maintain reasonable security procedures and practices that:
  - 1. are appropriate to the nature of the personal information disclosed to it, and
  - 2. are reasonably designed to help protect personal information from unauthorized access, use, modification, disclosure, or destruction
- C. Upon reasonable advance notice, and without creating an obligation to do so, the Commission shall have the right to verify and audit the security procedures and practices implemented and maintained by Contractor for this purpose. Contractor shall remain solely responsible for its security procedures and practices.

#### **5.48. PROVISION TO EXTEND CONTRACT FOR NINETY (90) DAYS**

- A. In accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.410(d)(2), WSSC may find it advantageous to obtain the option of a unilateral contract extension to extend the Contract ninety (90) days past its termination date. If WSSC intends to exercise the extension, it shall provide written notice to the Contractor at least thirty (30) days prior to the Contract termination date. The exercise of the 90-day option is at WSSC's sole discretion.

#### **5.49. INTERGOVERNMENTAL AND COOPERATIVE PURCHASING**

- A. This Article is only applicable to a Contract which is awarded through a competitive procurement awarded pursuant to WSSC's Procurement Regulations.
- B. In accordance with State Finance and Procurement Article §13-110, Annotated Code of Maryland, any contract resulting from this Contract is available for use by any other Maryland state or local governmental entity or nonprofit as defined in the statute, subject to the following requirements: (a) The use of this Contract by other state and local governmental and nonprofit entities is at the discretion of those entities. Any entity that elects to participate is referred to herein as a participating entity; (b) The participating entity shall issue their own purchasing documents and secure their own contract, and shall have the unilateral right during the term of the Contract, to contract directly with the Contractor using the same prices and other terms and conditions of the Contract; and (c) Performance, payment, inspection, acceptance, exercise of warranties, and exercise of other contractual rights and obligations are the responsibility of the participating entity. WSSC assumes no authority, responsibility, liability or obligation on behalf of the participating entity, or with respect to any contract the participating entity may enter into with the Contractor. The participating entity is solely responsible for securing performance from the Contractor. Any failure of the Contractor to perform its contract with the participating entity does not require WSSC to default the Contractor or otherwise terminate the Contract.

#### **5.50. TRAVEL EXPENSE REIMBURSEMENT**

To the extent Consultant's compensation under this Agreement includes reimbursement of travel expenses, the reimbursement of such expenses shall be governed by the Commission's Official Travel Expense Reimbursement Regulation, WSSC Code of Regulations Chapter 9.85. See <https://wssc.district.codes/Code/9.85>. When invoicing for travel expenses allowed under this Agreement, Consultant shall comply with the requirements of the Regulation and this Agreement, including, without limitation, the requirements for mileage and travel reimbursement in Chapter 9.85.140 of the Regulation.

## **6. SPECIAL CONDITIONS**

### **6.1. SPECIAL CONDITIONS**

These Special Conditions identify additional contract provisions and modify, change, delete from, or add to the General Conditions attached to and to be incorporated in the Contract as Section III. Where any Article of the General Conditions is modified or deleted by these Special Conditions, the unaltered provisions of that Article, paragraph, sub-paragraph, or clause shall remain in effect.

### **6.2. GENERAL CONDITIONS**

The General Conditions – Goods & Supplies are modified as follows:

#### **1. ARTICLE 2. ECONOMIC PRICE ADJUSTMENT**

**Paragraph 2.1 DELETE in its entirety.**

### **6.3. ADDITIONAL PROVISIONS**

The following provisions are incorporated as additional terms and conditions of the Contract:

The parties are aware of the Covid – 19 pandemic and the impact it has, will, or may have on the schedule and performance of the work and have taken any such delays, disruptions, interference, or other impacts into consideration in establishing the schedule, pricing, and other terms and conditions of the Agreement. The parties agree that, notwithstanding any provisions to the contrary, the Covid – 19 pandemic and its effects are therefore expressly excluded from the Force Majeure clause of the General Conditions and cannot serve as a basis for a claim for additional time, compensation, or other equitable or legal adjustment or amendment to the contract. The Force Majeure clause of the General Conditions is amended to delete any reference to “epidemics” and to any laws, regulations, ordinances, orders, or other mandates of any government, governmental agency, or court relating thereto.

## **7. INSURANCE REQUIREMENTS**

### **7.1. INSURANCE**

The Contractor shall be required to maintain insurance for the term of this Contract as specified in the "Insurance Requirements" Section herein. The Certificate of Insurance and Endorsements shall be submitted to the Contract Administrator within 10 days after receipt of the Notice of Award. All insurance required by this Appendix B must be maintained during the entire term of the contract, including any renewal or extension terms, until all work has been completed. Also, certain coverages must be continued following completion of the work as shown in the section B.

The Contractor shall instruct an insurance broker or agent to provide the Washington Suburban Sanitary Commissiona certificate of insurance and endorsements, i.e. additional insured, waiver of subrogation, attesting to the issuance of insurance policies affording coverage as required and listed in B below. Please note that such certificate of insurance and endorsements along with any required bonds must be issued and then approved by the Washington Suburban Sanitary Commission prior to the issuance of a Notice to Proceed by the Contract Administrator. The following requirements apply to all work under the contract. To the extent permitted by applicable law, the Washington Suburban Sanitary Commission reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the contract.

The Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the Contractor. The Contractor shall require all subcontractors to maintain workers compensation and employers liability, business auto liability, commercial general liability and any other applicable coverage in the same manner as specified for the Contractor.

### **7.2. TYPES OF COVERAGE**

The Contractor shall provide and keep in full force the insurance noted in the coverage section as minimum liability limits and mandatory coverage during the term of this Contract.

### **7.3. ADDITIONAL INSURED**

The Commission, its agents and employees shall be included as additional insured(s) in the Commercial General Liability insurance policy. Coverage for the Commission its agents and employees shall apply for defense of claims and damages for injury to persons, including bodily injury, death or any form of personal or advertising injury, or property damage arising out of or resulting from the performance of the work or product, whether caused or alleged to be caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them or the Commission or its agents or employees may be liable. See below for acceptable forms. The multiple forms combination shown below, or their equivalent, shall be provided by Contractors performing work for the Commission that would be considered your work as defined in ISO form CG 0001. Other contractors or vendors shall provide additional insured status per form CG 2010 or its equivalent. The additional insured endorsement(s) must be attached to the certificate of insurance in order to effectuate additional insured status in accordance with the Washington Suburban Sanitary Commission contractual requirements. This endorsement requirement does not apply so long as the contractor and broker/agent warrant that there is a blanket additional insured provision included in the insurance policy.

**Special Note:** The following combinations of ISO forms, or their equivalent, shall be acceptable:

- CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors — Scheduled Person or Organization" and CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors — Completed Operations"; **OR**
- CG 2033 entitled "Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You" and CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors — Completed Operations".

#### **7.4. SUBROGATION**

The Workers Compensation and Business Auto policy must each provide for a waiver of subrogation in favor of the Commission, its agents and employees. The waiver of subrogation endorsement must be attached to the certificate of insurance in order to effectuate waiver of subrogation in accordance with the Washington Suburban Sanitary Commission contractual requirements. This endorsement requirement does not apply so long as the contractor and broker/agent warrant that there is a blanket waiver of subrogation included in the insurance policy provisions.

#### **7.5. PREMIUM PAYMENTS, DEDUCTIBLES/RETENTIONS, AND COMMISSION ACCEPTANCE**

The premium to be expended for all of the above-referenced policies of insurance and bonds shall be paid by the Contractor. Payment of any deductibles or self-insured retentions applying under any policies shall be the responsibility of the Contractor. The policies of insurance, certificates of insurance and the insurance company or insurance companies issuing such bonds or policies of insurance must be acceptable to the Commission. All companies providing such coverage, for all contracts, regardless of size, **must be allowed to conduct and transact insurance business in the State of Maryland.**

#### **7.6. DESIGNATION AS TO APPLICABILITY**

All **certificates of insurance** and applicable endorsements must be issued indicating **a specific Contract number** or to **all work contract numbers** performed by the Contractor for the Washington Suburban Sanitary Commission.

#### **7.7. CLAIMS MADE LIABILITY INSURANCE**

If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions as described in section 1 B, remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of three years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum three years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.



## 7.8. NOTIFICATION OF CANCELLATION OR NON-RENEWAL

A minimum of thirty days written notification must be given by an insurer of any alteration, material change or cancellation or non-renewal of any insurance required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address indicated below:

Washington Suburban Sanitary Commission

Procurement Office, 8th Floor

14501 Sweitzer Lane

Laurel, Maryland 20707-5902.

## 7.9. COMPLIANCE

Contractor's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the contract will not relieve the Contractor from any liability under the contract. Contractor's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the contract will not be construed to conflict with or limit Contractor's indemnification obligations under the contract.

## 7.10. ENVIRONMENTAL HAZMAT WASTE SERVICES

("X" EQUALS MANDATORY)

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
<b>[X]1. Worker's Compensation &amp; Employer's Liability</b>	Statutory workers compensation \$500,000 accident, \$500,000 disease, \$500,000 policy limit disease
<b>[X]2. Commercial General Liability</b> <u>Occurrence form, including but not limited to the below</u>  A. General aggregate applies per project B. Premises/Operations C. Independent Contractors D. Products/Completed Operations (to apply for two years following termination of contract) E. Contractual Liability F. Personal Injury Liability G. Any XCU exclusions removed	Items B. and E. require a \$1,000,000 single limit for bodily injury and property damage each occurrence with a \$2,000,000 general aggregate that applies to project under contract, and a separate \$2,000,000 aggregate for products/completed operations.  \$1,000,000 each offence for Item F.

<b>[X]3. Business Auto Liability</b> A. All Owned, Hired & Non-owned B. Motor Carrier Act Endorsement	\$1,000,000 Bodily Injury & Property Damage liability each accident
<b>[X]4. Umbrella Liability</b>	\$1,000,000 BI, PD, & Personal Injury
<b>[X]5. Pollution Liability</b>	\$1,000,000 each claim and aggregate
<b>[ ]6. Errors or Omissions Liability</b>	\$1,000,000 each claim and aggregate
<b>[ ]7. Employee Dishonesty Coverage</b>	\$_____ Limit of Insurance
<b>[ ]8. Builder's Risk</b>	Insurable Value = 100% of the Contract Value
<b>[ ]9. Installation Floater</b>	Insurable Value = 100% of the Contract Value
Other Insurance Required:	

#### Types of Bonds

#### ENVIRONMENTAL HAZMAT WASTE SERVICES COVERAGE AND BOND REQUIREMENTS

## **8. SCOPE OF WORK**

### **8.1. Scope of Work**

- A. The Contractor must provide all supervision, labor, equipment, materials, transportation, permitted management sites, permits, licenses, and all other resources necessary for the proper performance of residuals hauling and management services.
  - 1. Services include, but are not limited to:
    - a. Loading and Removal
    - b. Transportation
    - c. Hauling
    - d. Utilization, reuse, storage, or disposal
  - 2. The Contractor must be solely responsible for the complete management of all residuals generated at the Plants
- B. Residuals Management Requirements
  - 1. Approved Methods
    - a. Residuals must be managed through:
      - 1. Land application
      - 2. Storage and blending
      - 3. Landfill disposal
      - 4. Other approved methods
    - b. All methods must comply with:
      - 1. Federal
      - 2. State, and
      - 3. Local regulations
  - 2. Permitting
    - a. Contractor must obtain and maintain all permits
    - b. All sites must be fully permitted and available at the time of the Notice of Recommended Award
    - c. Non-compliant disposal may result in termination for default
  - 3. Environmental Compliance
    - a. Contractor assumes responsibility for all violations and fines

- b. Contractor must comply with all permit conditions

#### 4. Sustainability and Beneficial Reuse

- a. WSSC Water encourages:
  - 1. Cost effective
  - 2. Beneficial reuse
  - 3. Product development
  - 4. Blending and conditioning strategies
- b. Residuals characterization data (e.g., PFAS, metals, nutrients) are provided for reference only and are not guaranteed.

#### C. Residuals Characteristics

- 1. Residuals may include:
  - a. Silt
  - b. Polyaluminum chloride
  - c. Polymer
  - d. Powdered activated carbon (PAC)
  - e. Potassium permanganate
- 2. The chemical and physical characteristics of the residuals may vary due to source water conditions and treatment processes:
  - a. Source water conditions
  - b. Treatment processes
- 3. WSSC makes no guarantee regarding the consistency of composition.

#### D. Equipment Requirements

- 1. General
  - a. Must be well-maintained and leak-free
  - b. Subject to inspection and approval prior to services
- 2. Hauling Equipment
  - a. Watertight tailgates
  - b. Clean trailers before loading
  - c. Covered loads required

- d. Splash guards are required if solids <15%

### 3. Operational Restrictions

- a. No “Jake Brakes” between 8:00 PM and 7:30 AM within 1 mile of the plant
- b. Must minimize use at all times

### 4. Freezing Conditions

- a. Contractor responsible for:
  - 1. Additional equipment if needed
  - 2. Frozen residuals mitigation
  - 3. Off-site thawing facilities

## E. Utilization and Site Requirement

- 1. The Contractor must maintain sufficient permitted utilization capacity to accommodate all residuals generated under this Contract.
- 2. The Contractor must:
  - a. Monitor all utilization sites.
  - b. Maintain all permits.
  - c. Submit copies of permits and regulatory reports upon request.
  - d. Provide WSSC Water access to all utilization sites upon twenty-four (24) hours' notice
  - e. Obtain approval from the Site Manager prior to using any new utilization site.

## F. Loading Transportation and Hauling Requirements

- 1. The Contractor must provide all transportation equipment necessary to remove residuals from the Plants in a timely manner.
  - a. All hauling equipment must:
    - 1. Be maintained in good mechanical condition.
    - 2. Be free of leaks.
    - 3. Be approved by the Site Manager
    - 4. Watertight tailgates secured with a minimum of four (4) turnbuckles
    - 5. Be cleaned prior to loading
    - 6. Prevent the release of residuals during transport

- b. When residual solids content falls below fifteen percent (15%), trailers must be equipped with splash guards acceptable to the Site Manager
- c. The Contractor must ensure that residuals are not loaded into vehicles containing water, debris, or hazardous materials

G. Delivery, Scale Weighing, and Load Documentation

- 1. The Contractor must maintain accurate loading records for each load removed from the Plants
- 2. A logbook must be maintained at the designated location within each facility, including the Residuals Handling Building and truck scale areas, as directed by the Site Manager
- 3. The Contractor's driver must sign the logbook in ink for each load and record, at a minimum, the following information:
  - a. Each ticket must include
    - 1. Date
    - 2. Ticket Number
    - 3. Time In
    - 4. Time Out
    - 5. Gross Weight
    - 6. Tare Weight
    - 7. Net Weight
    - 8. Drivers Printed First and Last Name
    - 9. Trunk ID Number (as identified on the approved Equipment List)
    - 10. Disposal or Utilization Site Destination
  - b. If the plant scale is unavailable
    - 1. The contractor must use an approved certified scale
- 4. Delivery Documentation
  - a. Must include
    - 1. Delivery Location
    - 2. Time of arrival
    - 3. Signature of the receiving party
    - 4. Quantity delivered

5. Signed utilization site receipts must accompany monthly invoices.
  - a. Failure to provide documentation may result in non-payment.

#### H. Reporting Requirements

1. The Contractor must submit monthly reports documenting:
  - a. Quantities hauled from each Plant
  - b. Quantities delivered to each utilization site
  - c. Daily hauling records
  - d. Weight tickets
  - e. Utilization site receipts
  - f. Compliance with permit conditions
2. Submission of false or misleading records must constitute grounds for Contract termination

#### I. Pilot Programs and Diversions

1. WSSC Water reserves the right to divert residuals for pilot projects, testing, demonstrations, or research activities.
2. WSSC Water will provide a minimum of thirty (30) calendar days' advance notice of such activities whenever practicable.
3. No equitable adjustment must be granted unless the diversion reduces annual quantities by more than fifteen percent (15%) of average production

### 8.2. Pricing

Pricing shall be in accordance with the Pricing Page.

#### A. Patuxent Water Filtration Plant Residuals Hauling and Management specifications: Differential Schedule:

1. No Differential: 0-1,000 tons hauled/month
2. Unit Price + Differential \$0/wet ton at 1,001-2,000 tons hauled/month
3. Unit Price + Differential \$0/wet ton above 2,001 tons hauled/month

#### B. Potomac Water Filtration Plant Residuals Hauling and Management Specifications:

1. There may be instances where the Contract will be required to dispose of the residuals at the landfill locations. Each use of a landfill requires the Site Manager's prior approval to use the landfill. The Contractor will be required to provide all receipts and invoices for each truckload dumped at the landfill. The Contractor's unit price for hauling and landfill disposal of residuals is \$/wet ton based

on an estimated amount set in the contract. Hourly Production Rate, Unit Pricing, and Monthly Total Tier Tonnage Unit Pricing will not apply for the entire load that is transported for landfill disposal. If conditions meet the approval for landfill disposal during the 24-hour period of a given day, the Hourly Production Rate Unit Price or the Monthly Total Tier Tonnage Unit Pricing will no longer apply, and the landfill unit price will take precedence to determine how payment is made for the day, and that day's total must be removed from the daily total and calculated under a separate line item.

2. If the Contractor maintains uninterrupted operations, as determined by the Plant Management at the dewatering building for the full period of a monthly billing cycle, they will be awarded a 4% bonus to their unit cost per ton for that month. If solids processing needs are to be shut down to prevent an overflow due to the Contractor's failure to unload the solids bin, the 4% bonus will be lost. This will be calculated by multiplying the total costs of services for the month by 4% and adding it back to the invoice total.

For example, if the total invoice is \$20,000 and the bonus criteria have been met. Calculate the bonus:  $\$20,000 \times 4\% = \$800$ . The new invoice total will be  $\$20,000 + \$800 = \$20,800$ .

3. Residuals produced at a rate that exceeds 9 wet tons per hour. WSSC must provide 24 hours' notice of the need to increase production above 9 wet tons/hour at the WFP. Once the notice is given to the Contractor, the Contractor will begin to get the differential the following day. Unit Price + Differential \$0/wet ton for the entire day's Residual production on any calendar day that the rate exceeds 9 wet tons per hour at any time that day.

### **8.3. Variations in Estimated Quantities**

#### **A. Variations in Estimated Quantities**

1. The Contractor acknowledges that actual quantities may differ from estimated quantities.
2. No adjustment must be made for variations in hourly production rates, monthly production rates, or solids content.
3. An equitable adjustment may be considered only when the actual annual quantity varies by more than twenty-five percent (25%) above or below the estimated annual quantity stated in this Contract.
4. Any adjustment must apply only to quantities exceeding one hundred twenty-five percent (125%) or falling below seventy-five percent (75%) of the estimated annual quantity.
5. Requests for equitable adjustment must be submitted in writing to the Procurement Officer.

### **8.4. Resources**

Contractor must possess, or have access to, sufficient personnel, vehicles, trailers, equipment, and management capacity necessary to perform the requirements of this Contract. The Contractor, at the time of contract award,



must submit a description of its available hauling equipment and operational resources, including contingency measures for equipment failures or emergency hauling requirements.

## **8.5. Facility Locations**

A. Services must be performed at the following WSSC Water facilities:

1. Patuxent Water Filtration Plant (WFP)  
6101 Sandy Spring Road  
Laurel, MD 20707
2. Potomac Water Filtration Plant (WFP)  
12200 River Road  
Potomac, MD 20854

B. Both facilities are drinking water treatment plants. Residuals do not include wastewater solids.

## **8.6. Roles and Responsibilities**

The Contractor must:

- A. Monitor all utilization sites in accordance with applicable Federal, State, and Local laws and regulations.
- B. Forward a copy of any permits required for the utilization sites and any reports required to be generated for the use of the sites to the Site Manager.
- C. Maintain a daily record of utilization site showing compliance with all parameters of applicable permits, regulations, and agreements, for WSSC review each month. The Contractor must be required to provide a report to the Site Manager at the end of each month, documenting the daily quantities of Residuals processed at each utilization site for each Plant. The Contractor must maintain a daily record that indicates the date, time, truck #, driver's full name (printed), and total amount of Residuals dumped from the truck. Falsifying these records may lead to termination of the Contract for default.
- D. Assure that a representative of WSSC will be afforded the right of access to all utilization sites upon 24-hour notice (land application sites, storage facilities, disposal sites, etc.), but without an obligation of WSSC to do so.
- E. Make provisions for a holding area at all sites so that no equipment must be parked more than three minutes on the paved surface of any public road while awaiting entry to any site. Suitable warning devices and protection must be provided to ensure vehicular and motorist safety.
- F. Provide for the proper cleaning of all equipment used for hauling Residuals. The Contractor must take the necessary steps to ensure that there is not a buildup of Residuals at the Plant or along the haul routes.
- G. Keep roads cleared of all dirt tracked from the utilization sites (disposal, land application, storage, etc.) used to fulfill the obligations of this Contract.

- H. Advise the Site Manager of any complaints related to haul routes received from local, state, or federal officials.
- I. The Contractor must provide the Site Manager with periodic status reports of their progress in acquiring additional utilization sites to maintain the required inventory or intended changes in the Residuals Management Program scheme. The Site Manager must be notified with the following information before a new utilization site can be used: Name of Site, Owner/Management Company Name for the site, Type of Site, Site Address, Contact Person Phone Numbers and email address, Site Hours of Operation/Access, Available Monthly Capacity, Available Monthly Capacity for Residuals and indicate how they issue a receipt for the unloaded Residuals, and what will they do with the Residuals.
- J. All written reports for the Site Manager pertaining to this Contract will be sent to the location listed below from which the material was hauled:
1. Washington Suburban Sanitary Commission Water Patuxent Water Filtration Plant 6101 Sandy Spring Road Laurel, MD 20707 Attention: Residuals Management Contract Site Manager
  2. Washington Suburban Sanitary Commission Water Potomac Water Filtration Plant 12200 River Road Potomac, MD 20854-1250 Attention: Residuals Management Contract Site Manager

## **8.7. Contract Term**

The term of this Agreement shall be for two (3) years, with one (1), two-year option term. WSSC shall have the unilateral right in its sole discretion to exercise the option terms or any portion thereof. WSSC shall also have the right, in its sole discretion, to extend the Agreement for a period of ninety (90) days at the same prices, in accordance with WSSC Procurement Regulation §6.15.410.

## **8.8. Safety and Security**

The Contractor must perform all Work in compliance with all applicable federal, state, and local health, safety, environmental, and security laws, regulations, standards, and requirements, including but not limited to:

- Occupational Safety and Health Administration (OSHA)
- Maryland Occupational Safety and Health (MOSH)
- Centers for Disease Control and Prevention (CDC); and
- All other applicable regulatory agencies having jurisdiction.

Failure of the Contract Documents to reference a specific law, regulation, or standard must not relieve the Contractor of the responsibility to comply with such requirements. The Contractor must be solely responsible for initiating, maintaining, and supervising all safety precautions and programs necessary to safely perform the Work. The Contractor must employ all necessary measures to prevent injury to persons and damage to property, utilities, equipment, and the environment.

The Contractor must provide all required Personal Protective Equipment (PPE), safety equipment, safety devices, lighting, barriers, traffic control devices, and other protective measures necessary to safely perform the Work. All field personnel, including subcontractors, must wear high-visibility safety apparel meeting the Performance Class 3 requirements of the latest ANSI/ISEA standards and must utilize all required PPE in

accordance with applicable OSHA and MOSH regulations. Hard hats and all required PPE must be worn at all times while on WSSC job sites.

The Contractor must provide adequate lighting, site security, and protection of the Work area during night operations, emergency operations, or Work performed outside standard working hours at no additional cost to WSSC.

A. Training and Confined Space Requirements

1. The Contractor must provide personnel properly trained and equipped to safely perform Work in confined spaces, contaminated environments, excavations, trenches, and other hazardous work areas.
2. The Contractor must comply with all confined space entry requirements in accordance with OSHA 29 CFR 1910.146, latest revision.
  - a. All safety equipment necessary for Contractor's and Subcontractor's employees to enter confined spaces must be provided by the Contractor at no additional cost to WSSC.
3. At a minimum, the Contractor must provide routine training to applicable personnel in:
  - a. Confined space entry
  - b. Excavation safety
  - c. Trenching and shoring
  - d. Hazard recognition
  - e. Other safety training applicable to the Work.
4. Prior to commencement of Work, the Contractor must provide the Contract Manager with requested safety training documentation, certifications, and related records for review.

B. WSSC Authority to Stop Work

1. If, at any time, the Contract Manager determines that unsafe conditions or unsafe practices exist, WSSC may immediately suspend or stop Work.
2. Work must not resume until the unsafe conditions have been corrected to the satisfaction of the Contract Manager.
3. Any delays, corrective actions, or costs associated with unsafe conditions caused by the Contractor must be at no additional cost to WSSC.

C. Use of Hazardous Materials and Chemicals

1. The definition of hazardous substances/materials includes such physical hazards as
  - a. compressed gases
  - b. flammable liquids and solids
  - c. combustibles and chemical oxidizers

- d. health hazards such as:
  - 1. carcinogens
  - 2. irritants
  - 3. corrosives
  - 4. sensitizers and agents which may damage the lung, skin, eyes, or mucous membranes.
- 2. The Contractor must not use any materials or chemicals which may be a physical or health hazard without receiving prior written approval from the Site Manager.
- 3. The Contractor must submit
  - a. manufacturer's specifications
  - b. Safety Data Sheet
  - c. Environmental Protection Agency (EPA) information on usage and handling.

### **8.9. Clean Up**

- A. Contractor must:
  - 1. Maintain clean work area
  - 2. Clean spills immediately
- B. Remove all waste upon completion

### **8.10. Requirements Contract**

The Contractor acknowledges that the Contract that will be entered into will be a Requirements Contract. WSSC will have no obligation to the Contractor if no material is required. The Contractor understands and agrees that WSSC is under no obligation to the Contractor to buy any amount because of issuing this Contract. The quantities stated herein are given as a general guide for bidding and are not guaranteed amounts, but do represent the best estimate of WSSC, based on previous usage and projected needs.

## 9. MINORITY BUSINESS ENTERPRISE (MBE) AND SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAMS

These programs are, in part, intended to further WSSC Water's compelling interest in avoiding either active or passive participation in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in WSSC Water contracts.

### 9.1. NOTICE

Dear Prospective Bidder or Proposer:

The Washington Suburban Sanitary Commission (WSSC, WSSC Water or Commission), through the Office of Supplier Diversity & Inclusion ("OSDI") is dedicated to creating an inclusive purchasing environment while building sustainable relationships; expanding opportunities; and cultivating growth of small, local, and minority business enterprises, which adds value to the Commission and community we serve. In accordance with the Public Utilities Article, Annotated Code of Maryland\*, the WSSC is authorized to establish both a Minority Business Enterprise (MBE) Program and a Small Local Business Enterprise (SLBE) Program. The Commission is further authorized to ensure compliance with these MBE and SLBE Programs.

The MBE and SLBE Programs facilitate fair and equal access to opportunities for those MBE/SLBE primes, subcontractors, and suppliers ready, willing, and able to compete for work on WSSC Water-funded contracts. Prime bidders and proposers are required to ensure that prospective subcontractors, vendors, and suppliers are afforded fair and equal access to opportunities for inclusion on WSSC Water-funded contracts, where applicable. WSSC Water's commitment to the inclusion of small local business enterprises, certified minority, women, and socially disadvantaged business enterprises (MBE/WBE/DBE) in the MBE/SLBE Programs includes those firms recognized as MBE/WBE/DBE as certified by the following entities or WSSC Water-approved SLBE and SLBESDV firms:

- Maryland Department of Transportation (MDOT)
- Prince George's County Supplier Development & Diversity Division (SDDD)
- District of Columbia's Department of Small and Local Business Development (DC-DSLBD)
- Capital Region Minority Supplier Development Council (CRMSDC)
- Women's Business Enterprise Council Greater DMV (WBEC); and
- 6a. Small Local Business Enterprise (SLBE) Firms approved by WSSC Water
- 6b. Small Local Business Enterprise (SLBE) Firms – Service-Disabled Veterans (SDV) approved by WSSC Water

For the purposes of this document, a Service-Disabled Veteran Small Business (SLBE-SDV) is a firm that is certified as a Service-Disabled Veteran-owned firm and approved to participate in WSSC Water's SLBE Program as defined here within. The firm must meet the approval criteria of SLBE firms. **Please read all of the information included in this Appendix.** Carefully review the specific MBE/SLBE subcontracting goals or price preferences for this solicitation. If you have any questions about the information included in this section of the solicitation, please contact the Procurement Buyer noted on this solicitation.

Sincerely,

Kiyon T. Harley, Director

Office of Supplier Diversity & Inclusion

## **9.2. MBE PURPOSE STATEMENT**

In accordance with §20-204 thru §20-206 of the Public Utilities Article, Maryland Annotated Code, WSSC shall establish:

- A. A MBE Utilization Program to facilitate the participation of responsible certified minority business enterprises in design/build and construction contracts awarded by the Commission; and
- B. A MBE Utilization Program to facilitate the participation of responsible certified minority business enterprises in goods and services contracts awarded by the Commission, other than those covered by the program for design/build and construction contracts.

## **9.3. SLBE PURPOSE STATEMENT**

In accordance with §20-302 thru §20-304 of Public Utilities Article, Maryland Annotated Code, WSSC may establish:

- A. SLBE Program to assist small businesses in Montgomery County and Prince George's County by:
  - 1. Establishing a sheltered market or other appropriate preference; or
  - 2. Facilitating the award of Commission construction contracts or procurement contracts for Goods and Services to small businesses in Montgomery County and Prince George's County.

## **9.4. MBE AND SLBE REGULATIONS**

Click the link below to access WSSC Code of Regulations Chapter 6.30 and Chapter 6.35 or cut and paste the link in your web browser:

<https://wssc.district.codes/>

**SPECIAL NOTE:** If any of the information contained within this section conflicts with the MBE or SLBE Program Regulations (WSSC Code of Regulations Chapter 6.30 or Chapter 6.35), the Program Regulations will take precedence.

## 9.5. MBE/SLBE GOAL

This Solicitation contains the following Subcontracting Goal (as a percentage of the total Contract value, inclusive of Amendments, Change Orders, etc.):

MBE/SLBE Goal: 27%

The subcontracting goal may be satisfied by the certified MBE classifications or WSSC Water-Approved SLBE firms at the levels indicated below:

Contracting Area	African American	Asian American	Hispanic American	Native American	Women-Owned	WSSC Water-Approved SLBE
Goods & Services	PARTIAL 15%	PARTIAL 6%	PARTIAL 5%	PARTIAL 1%	FULL	FULL

- A certified African American firm may count partially and fulfill 15% of the Subcontracting Goal.
- A certified Asian American firm may count partially and fulfill 6% of the Subcontracting Goal.
- A certified Hispanic American firm may count partially and fulfill 5% of the Subcontracting Goal.
- A certified Native American firm may count partially and fulfill 1% of the Subcontracting Goal.
- A certified Women-Owned firm may count fully and fulfill the entire Subcontracting Goal.
- A certified WSSC Water Approved SLBE firm may count fully and fulfill the entire Subcontracting Goal.

Please note that ALL Bidders/Proposers regardless of MBE/WBE/DBE or SLBE/SLBE-SDV status(es) are required to address the subcontracting goal indicated above.

The OSDI will validate the status of all certified MBEs or WSSC Water-Approved SLBEs as indicated on the submitted Subcontracting and Supplier Certification Form(s).

A subcontract participation plan that is accepted by the Commission will be incorporated into the contract requirements and will be subject to the Commission's contract compliance policy.

Full/Partial Waiver Requests: No Bidder or Proposer shall be awarded a contract unless the OSDI determines that the Bidder or Proposer has satisfied WSSC Water's Good Faith Efforts requirements contained in the solicitation document. For more information regarding Good Faith Efforts, review the information here: [Good Faith Effort Guide](#).

## 9.6. POSSIBLE SUBCONTRACTING OPPORTUNITIES

The Office of Supplier Diversity & Inclusion ("OSDI") has identified the following potential subcontracting opportunities indicated below:

562212 Solid Waste Landfill

562219 Other Nonhazardous Waste Treatment and Disposal

## **9.7. ADMINISTRATION OF THE MBE AND SLBE PROGRAMS**

The Office of Supplier Diversity & Inclusion (“OSDI”) administers both the MBE and SLBE Programs. The OSDI will review and validate information submitted by bidders or proposers pre-award and primes post-award.

To assist bidders or proposers in this effort, the OSDI has set forth in this Solicitation document, the MBE or SLBE subcontracting goal within the relevant North American Industry Classification System codes (NAICS) for this contract and identified potential subcontracting opportunities.

A subcontract participation plan, if accepted by the Commission, will be incorporated into the contract requirements and will be subject to the Commission’s contract compliance policy. The MBE or SLBE subcontracting goals will be measured against the total contract value (inclusive of Amendments and Change Orders) over the life of the contract.

The Subcontracting and Supplier Certification form must include all MBE, SLBE and Non-minority subcontractors to be utilized on the contract, detail the services to be performed, the percentage of the work to be performed by each subcontractor, and the MBE certification number, if applicable.

**Full or Partial Waivers:** If a bidder or proposer requests a full or partial waiver, the OSDI will verify the Good Faith Effort to include and/or promote contracting opportunities with SLBEs, MBEs and WBEs to compete for business as subcontractors and/or suppliers. If requesting a full or partial waiver, a bidder or proposer is eligible for award of a WSSC Water contract upon determination by the OSDI that the bidder or proposer has utilized Good Faith Efforts to attract all businesses regardless of size, race or ethnicity.

**Substitution/Replacement of MBE/SLBE Subcontractors (typically applies Post Award):** No substitution/replacement for any MBE/SLBE subcontractor, vendor or supplier, previously selected by the prime shall be made without written notification to the Commission and the approval of the Commission. A prime cannot arbitrarily terminate an MBE/SLBE subcontractor and self-perform the work without requesting a waiver and written approval from the Commission. MBE/SLBE subcontractors may be replaced if they are unable or unwilling to perform the contracted work and/or other documented reasons. If it appears that the MBE/SLBE subcontracting goal cannot be achieved, the prime shall immediately notify the Commission in writing accompanied by the appropriate documentation. Good Faith Efforts used to meet at least a portion of the goal should be documented and submitted to the Commission for evaluation.

## **9.8. NON-DISCRIMINATION POLICY**

Consistent with Section 19-101 et seq. of the State Finance & Procurement Article, Maryland Annotated Code, the Commission will not enter into a contract with any business entity that has discriminated in the Solicitation, selection or treatment of subcontractors, suppliers, vendors or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer's employees or owners.

## **9.9. MBE and SLBE PROGRAMS DETERMINATION OF GOOD FAITH EFFORTS (SUMMARY)**

No prospective bidder or proposer requesting a full or partial waiver shall be awarded a contract unless the OSDI determines that the bidder or proposer has satisfied the requirement of demonstrating a Good Faith Effort equal to or greater than a minimum of 90 out of 125 points for the evaluation criteria on the contract.

Accordingly, each bidder or proposer shall submit with the bid the following:



1. Declaration of Non-Discrimination: Each bidder or proposer shall submit with their bid/proposal a Declaration of Non-Discrimination.

2. Outreach Efforts Documentation: If requesting a full or partial waiver, each bidder or proposer shall submit with their bid a Subcontractor and Supplier Summary form, which is a contact form demonstrating the bidder's or proposer's outreach efforts to identify, contract with, or utilize all (i.e., MBEs, WBEs and Non-MBE/WBEs) potential subcontractors or suppliers on the contract.

3. MBE/SLBE Participation Plan (if applicable): Each bidder shall submit with their MBE/SLBE Participation Plan the name, address, telephone number and contact person of each subcontractor or supplier to be used during the contract, the NAICS Code and the type of work or service each business will perform, the percentage of the work and the scope of work, certificate number of each business, and any other information requested by the OSDI.

4. MBE Certification (if applicable): The OSDI shall verify that all entities claiming MBE status have been validly certified by either: The state certification agency designated under Section 14–303(b) of the State Finance and Procurement Article (or any successor Section thereto); or by any other certification program that the Commission determines substantially duplicates the requirements of the state certification agency, provided that, before accepting an alternate certification, the Commission examines that program to ensure compliance with the requirements of Section 20-204(c) of the Public Utilities Article (or any successor Section thereto). The following is a list of third-party certification agencies that are recognized by the Commission's MBE Program:

- Maryland Department of Transportation (MDOT)
- Prince George's County Supplier Development & Diversity Division (SDDD)
- District of Columbia's Department of Small and Local Business Development (DC- DSLBD)
- Capital Region Minority Supplier Development Council (CRMSDC)
- Women's Business Enterprise Council Greater DMV (WBEC)

#### Reciprocity of Minority/Women Business Enterprise Certification

The OSDI may consider for approval a firm(s) that is certified by other certifying agencies that substantially duplicates the state certification agency requirements. Expressed approval is required from the OSDI for M/WBE certification reciprocity prior to the submission of bids/proposals. If granted M/WBE certification reciprocity, a firm will be entitled to the MBE Program preferences outlined in WSSC Code of Regulations Chapter 6.30 (or successor). To learn more about M/WBE certification reciprocity please contact the OSDI by telephone at 301- 206-8800 or via email at [supplierdiversity@wsscwater.com](mailto:supplierdiversity@wsscwater.com).

#### Determination of Good Faith Efforts

The GFE will be determined on a point system. Points are awarded for Indicators 1 through 13 when required and completed documentation is submitted at the time the partial or full waiver is being requested (i.e., at bid or postaward).

Points are awarded for each Indicator on an “all or nothing” basis. Points are not awarded for bid documentation deemed to be partially completed. There are 13 Indicators for the GFE documentation. Indicators 1 through 13 award points when the required documentation is submitted. **Failure to include the required and completed**

**GFE documentation and failure to achieve a minimum of 90 out of 125 points may render the bid non-responsive and could result in its rejection.**

**Points for each Indicator:**

<b>Indicator: Points:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>Total</b>
	<b>5</b>	<b>5</b>	<b>5</b>	<b>10</b>	<b>5</b>	<b>10</b>	<b>10</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>125</b>

Each Indicator has a different point value equal to 5, 10 or 15 and several Indicators are given credit in two or more areas. For example, acceptable documentation submitted for:

- Indicators 1, 2 and 3 credit also satisfies

Indicator 5 Indicators 8, 9 and 10 are each worth (15) points. Without sufficient documentation for Indicator 10 (including all MBE/SLBE firms that submitted bids and a summary sheet) your firm will not be able to achieve the minimum 90 points.

<b>Indicator</b>	<b>Good Faith Efforts Criteria Summary Description</b>
1	Evidence of ads regarding subcontracting opportunities
2	List of MBE/SLBE firms contacted
3	List of subcontracting opportunities
4	Information sent to potential subcontracting firms
5	Evidence of justifiable rejection of bid
6	Assist MBEs/SLBEs to obtain bonding and/or insurance
7	Evidence of use of WSSC Water's Supplier Portal and the Office of Supplier Diversity & Inclusion ("OSDI")
8	List of MBEs/SLBEs invited to bid on subcontracting work - Not available to work
9	List of MBEs/SLBEs invited to bid on subcontracting work - Did not respond to IFB
10	List of MBEs/SLBEs invited to bid on subcontracting work - Not low acceptable bid or fiscally sound
11	List of selected portions of subcontracting work
12	Evidence that MBEs/SLBEs were invited to meetings

13	Evidence of written notice of Prime’s intent to bid and invitation for potential Subcontractors for work
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For more information regarding WSSC Water’s GFE, review the information here: [Good Faith Effort Guide](#).

## 9.10. MBE/SLBE PROGRAMS - RFP/IFB SUBMITTALS

The Declaration of Non-Discrimination, GFE documentation, and MBE/SLBE Participation Plan(s), and any other information required by the OSDI in the Solicitation document must be completed by each bidder or proposer and submitted with the other required bid or proposal documentation for the bid or proposal to be considered responsive. Failure to timely submit these forms, fully completed, may result in the bid or proposal being considered as non-responsive, and therefore excluded from consideration.

**Note:** The OSDI will validate all Subcontracting Plans for MBE, SLBE and Non-MBE participation, and GFE submitted by the bidders or proposers.

## 9.11. SUBCONTRACTING AND SUPPLIER COMPLIANCE REPORTING

### Submission of Appropriate Certification Form(s)

The Commission requires all bidders or proposers to identify **ALL** subcontractor(s) and/or supplier(s) to be utilized under this contract.

**Each bidder or proposer must submit, at the time of bid, the appropriate completed MBE and SLBE Subcontracting and Supplier Certification form with two (2) authorized signatures.** Failure to submit the appropriate Certification form(s) may render the bid non-responsive, and the bid may not be considered for award.

### Compliance Reporting Requirement

The Commission requires all prime contractors to report subcontractor(s) and supplier(s) payments on a monthly basis utilizing the Commission’s web-based tracking and compliance system. The prime contractor shall enter all payments, and the subcontractor(s) or supplier(s) shall validate payments received. Instructions on entering payment data will be distributed to the successful awardee (prime contractor) and subcontractor(s) or supplier(s).

Failure to report payments on the web-based system as described above may result in the delay of payment(s). Final payment may not be made until the subcontractor(s) and supplier(s) payment(s) are reported and verified. Failure to comply with all or part of the MBE and SLBE Programs goals may result in the prime contractor not being awarded additional contracts by the Commission.

**Failure to comply with the requirements of this Clause will be considered in determining if the Commission will exercise the renewal option under this contract and/or future contracts with the Commission.** A determination of non-compliance on any WSSC Water-funded contract will be used in the determination of any future contracts, Change Orders, Amendments, and/or Option years with the Commission.

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than fifteen (15) days from receipt of subcontractors’ invoice on WSSC Water-funded projects; and pay subcontractors retainage within fifteen (15) days after the subcontractor's work is satisfactorily completed.

## 9.12. WSSC’S AUDIT CLAUSE

### Audit Right and Retention of Records

The Commission shall have the right, upon serving reasonably advanced notice and during ordinary business hours, to audit the books, records, and accounts of a contractor and its subcontractor(s). Prime contractor and its subcontractor(s) shall keep such books, records, and accounts as may be necessary, in order to record complete and correct entries related to the contract. All books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time. Upon request to do so, a contractor or its subcontractor(s), as applicable, shall make the same available at no cost to the Commission, in written form.

Prime contractors and its subcontractor(s) shall preserve and make available, at reasonable times for examination and audit by the Commission, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period, in accordance with the Maryland Public Information Act Manual (8th edition, December 2000), *Right of Access to Records*, SG 10-617(f)(3), as may be amended from time to time, if applicable, or, if the Maryland Public Information Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Maryland Public Information Act is determined by the Commission to be applicable to a contractor and its subcontractor(s), they shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by a contractor or its subcontractor(s). Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for a contractor disallowance and recovery of any payment upon such entry. Prime contractors shall, by written contract, require its subcontractor(s) to agree to the requirement and obligations of this Clause.

### **9.13. DETERMINATION OF COMMERCIALLY USEFUL FUNCTION**

The Commission defines Commercially Useful Function as follows:

A business enterprise or firm performs a Commercially Useful Function when, based on all relevant facts and circumstances, it is responsible for execution of the work of the contract by actually performing, managing and supervising the work involved. Thus, the enterprise or firm must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. An MBE or SLBE **does not** perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or SLBE participation. In determining whether an MBE or SLBE is such an extra participant, the Office of Supplier Diversity & Inclusion will examine similar transactions, particularly those in which MBEs or SLBEs do not participate.

**Example:** A certified MBE or WSSC Water-Approved SLBE prime contractor is not considered to be performing a Commercially Useful Function if it is requiring that the subcontractor perform all aspects of the contract as if the subcontractor had independently bid and been awarded the contract as the prime.

The Commission seeks to prevent a certified MBE or WSSC Water-Approved SLBE prime contractor from acting as a “pass-through” or “front,” exchanging the benefits of certification and/or approval for payment from a noncertified/ non-approved business. When subcontracting to MBE or SLBE subcontractors, the intent is for the subcontractor to provide goods or services required for the performance of the contract rather than artificial or incidental participation that provides an “appearance” of participation to meet the socio-economic objectives of these programs. Typically, the determination of whether an MBE or WSSC Water-Approved SLBE is performing

a Commercially Useful Function is determined during the certification process (by the certifying entities accepted by the Commission) for MBE firms and during the approval process for SLBE firms.

As part of the bid evaluation process, the bidder must provide proof sufficient to satisfy that a Commercially Useful Function will be performed by the bidder, subcontractor or supplier specific to the work identified in the statement of work or contract. To ensure compliance prior to contract award, the Commission must obtain documentation of Commercially Useful Function with any bid submitted by or that includes a certified MBE or WSSC Water-Approved SLBE firm.

Failure of a certified MBE or WSSC Water-Approved SLBE firm to demonstrate performance of a Commercially Useful Function, when bidding as a prime contractor, will result in that certified MBE and/or WSSC Water-Approved SLBE bidder being eliminated from consideration. When the analysis discloses that a certified/approved subcontractor/supplier is not providing a Commercially Useful Function, a contract may still be awarded if the prime contractor is a responsible Bidder without the involvement of the firm that has been determined not to provide a Commercially Useful Function and/or the work can be performed by an alternate(s) MBE or SLBE firm where the substitution is determined to have no material effect on the bid.

The OSDI must review information provided on the Bidder Declaration to determine whether certified MBE or WSSC Water-Approved SLBE firms are performing a Commercially Useful Function. Supplemental information related to supplier roles and responsibilities might also be provided in other sections of the bid.

During the evaluation, if permitted for the particular Solicitation, the Office of Supplier Diversity & Inclusion, through the Buyer, may seek clarification through written request to the bidder. Evaluators might also need to perform additional research or market analysis.

For more information on Commercially Useful Function, review WSSC Water's [Good Faith Effort Guide](#).

## **9.14. FORMS CHECKLIST**

### **Guidelines**

1. Bidders and proposers are prohibited from requiring prospective subcontractor(s) or supplier(s) pre-signed with ink or a pre-signed photocopy of blank Certification Forms.
2. Bidders and proposers are prohibited from maintaining on file pre-signed by prospective subcontractor(s) or supplier(s) blank Certification Forms.
3. All forms must include two (2) authorized signatures.
  - a. Use the applicable mandatory form and complete and submit at the time of bid a signed Certification Form for the applicable contract.
  - b. Complete and submit at the time of bid a signed Non-Discrimination Declaration and Good Faith Efforts Affidavit.
  - c. If requesting a waiver, complete and submit with applicable documentation at the time of bid a signed Unavailability Form.
  - d. If requesting a waiver, complete and submit with applicable documentation at the time of bid a signed Subcontractors and Suppliers Summary Contact Form.

## Checklist

- Non-Discrimination Declaration – Required with all proposals
- Good Faith Efforts Affidavit – Required with all proposals
- Subcontracting and Supplier Certification Form
- MBE/SLBE Unavailability – Required if submitting a waiver request
- All Subcontractor and Supplier Summary Contact – Optional submission

## **9.15. CERTIFICATION FORMS**

The following Certification forms are attached in the Vendor Questionnaire:

1. Good Faith Efforts Affidavit
2. WSSC Water Non-Discrimination Declaration
3. MBE/SLBE Unavailability Form
4. All Subcontractors and Suppliers Summary Contact Form

## 10. PRICING PROPOSAL

### RESIDUALS HAULING AND MANAGEMENT

#### Section 1

Patuxent	Description	Estimated Quantity	Unit of Measure	Unit Cost per Dry Ton	Total
<b>Patuxent Water Filtration Plant Residuals Hauling and Management</b>					
1	Pricing for Managing Residuals	10,000	Dry Ton		
<b>Potomac Water Filtration Plant Residuals Hauling and Management</b>					
2	Pricing for Managing Residuals 0 - 1,000 wet tons	20,000	Dry Ton		
3	Pricing for Managing Residuals 1,001 - 2,000 wet tons	10,000	Dry Ton		
4	Pricing for Managing Residuals above 2,000 wet tons	5,000	Dry Ton		
5	Pricing for Managing Residuals produced at a High Rate > 9 wet tons/hour	5,000	Dry Ton		
<b>TOTAL</b>					

### PATUXENT WATER FILTRATION PLANT RESIDUALS HAULING AND MANAGEMENT

#### Section 2

Patuxent	Description	Notes & Assumptions	Estimated Miles/Year	Gallons/Mile	Total
6	Fuel Adjustment Clause *monthly index cost is an estimate number used for bidding purposes only. This number will be based on the index on a monthly basis	Monthly Index Cost/gallon *Est.Miles/Year (\$5.86*30,000 =175,800	175,800		
<b>TOTAL</b>					

### PATUXENT WATER FILTRATION PLANT RESIDUALS HAULING AND DISPOSALS

#### Section 3

Patuxent	Description	Estimated Quantity	Unit of Measure	Unit Cost per Dry Ton	Total
7	Pricing for Managing Residuals and disposals (No Differentials Apply to Unit Price)	5,000	Dry Ton		
<b>TOTAL</b>					

## POTOMAC WATER FILTRATION PLANT RESIDUALS HAULING AND MANAGEMENT

### Section 2

Potomac	Description	Notes and Assumptions	Estimated Miles/Year	Gallons/Mile	Total
12	Fuel Adjustment Clause *monthly index cost is an estimate number used for bidding purposes only. This number will be based on the index on a monthly basis	Monthly Index Cost/gallon *Est.Miles/Year (\$5.86*84,000 =492,240	492,240		
<b>TOTAL</b>					

## POTOMAC WATER FILTRATION PLANT RESIDUALS HAULING AND MANAGEMENT

### Section 3

Potomac	Description	Estimated Quantity	Unit of Measure	Unit Cost per Dry Ton	Total
13	Pricing for Managing Residuals and Disposing to Landfill at any rate wet tons per hour	20,000	Dry Ton		
<b>TOTAL</b>					



## 11. VENDOR QUESTIONNAIRE

### 1. MINIMUM QUALIFICATIONS

The Bidder must meet and provide proof of the following minimum qualifications in order to be considered for award.

**1.1. The Bidder must have a minimum of three (3) years of experience within the last five (5) years providing hauling, transportation, management, utilization, beneficial reuse, or disposal services for water treatment residuals, wastewater residuals, industrial residuals, or similar materials requiring environmental regulatory compliance.\***

The demonstration of the required years of experience must include the following:

- A. Name and address of customer.
- B. The name, title, telephone number, and e-mail of the customer contact.
- C. Description of the work performed
- D. Contract title
- E. Contract dates (start and end dates)
- F. Price range (over or under \$\_\_\_\_\_)

\*Response required

### 1.2. Please download and complete the attached OSDI Forms\*

Please download the below documents, complete, and upload.

- [OSDI Forms.pdf](#)

\*Response required

### 2. Appendix B: CERTIFICATE OF INSURANCE

#### 2.1. Please upload your up to date Certificate of Insurance here\*

\*Response required

### 3. Appendix C: SUBMISSION FORMS

#### 3.1. CONSENT TO USE OF ELECTRONIC SIGNATURE\*

Please download the below documents, complete, and upload.

- [CONSENT TO USE OF ELECTRONI...](#)

\*Response required

#### 3.2. CERTIFIED INSURANCE CONFIRMATION\*

I certify that I will have on file within 10 days of Notice of Award, Certificates of Insurance acceptable to the Commission, meeting all requirements set forth in the Contract Document.

☐ Please confirm

\*Response required

### **3.3. CONTRACT CERTIFICATION AFFIDAVIT\***

Please download the below documents, complete, and upload.

- [CONTRACT CERTIFICATION AFFI...](#)

\*Response required

### **3.4. IRAN INVESTMENT ACTIVITY CERTIFICATION\***

Please download the below documents, complete, and upload.

- [IRAN INVESTMENT ACTIVITY CE...](#)

\*Response required

### **3.5. STATEMENT OF BIDDER'S QUALIFICATIONS FORM\***

Please download the below documents, complete, and upload.

- [STATEMENT OF BIDDER'S QUALI...](#)

\*Response required

### **3.6. Are you registered in WSSC Water's Supplier Portal?\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

#### **3.6.1. Please provide your Supplier Portal identification number (ID):\***

\*Response required

When equals "No"

#### **3.6.2. Please confirm that you have registered prior to bid submittal\***

Please register at: [www.wsscwater.com/supplier](http://www.wsscwater.com/supplier).

☐ Please confirm

\*Response required

### **3.7. Prompt Payment Discount\***

☐ 1% - 20 Days

☐ 2% - 15 Days

☐ Net 30 Days

\*Response required