

## Request for Quotation 49558

Title **Commission Wide Uniforms**  
 Preview Date **09-JAN-2025 16:02:41** Open Date **09-JAN-2025 16:02:41**  
 Close Date **11-FEB-2025 14:00:00** Award Date **Not Specified**  
 Time Zone

Note **To Download Parts I, II, and Appendix B, go to the top right corner, click on the arrow of the drop-down menu, select "Printable View," then click "Go" to download a PDF Files that contains:**

**Part I: Instructions to Bidders**  
**Part II: General Terms and Conditions**  
**Appendix B: Insurance and Bonding**

**The following documents can be accessed via their respective files.**

**RFP 49558- Solicitation Documents (Part I - Additional Instructions to Offerors, Part III - Special Conditions, Part IV - Minimum Qualifications, Part IV - Scope of Work, Appendix A - OSDI Documents, Appendix C - Submission Forms)**

**RFP 49558 Pricing Page**

**Appendix D\_WSSC Online Discussion Instructions**

**Appendix E - Q&A form**

*Please submit your response to:*

Company **Washington Suburban Sanitary Commission**  
 Buyer **Fawehinmi, Oluwaseun**  
 Location **Washington Suburban Sanitary Commission**  
**14501 Sweitzer Lane**  
**Laurel, MD**  
**United States**  
 Phone **Not Specified**  
 Email **Oluwaseun.Fawehinmi@wsscwater.com**

*When submitting your response, please include the following information.*

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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## 1 Header Information

### 1.1 General Information

Title **Commission Wide Uniforms**

Description **The intent of the Commission is to retain a contractor to provide Commission Wide Uniforms on an as-needed basis.**

**The bid submission must be submitted to the supplier portal in the Online Discussion. Alternative Submissions will not be accepted. Oral and telegraphic proposals, including e-mail submissions, are considered invalid and will not be accepted or considered for award. Late Proposal Submissions will not be accepted or considered for award.**

**The due date for the questions is Friday, January 17, 2025.**

Preview Date	<b>09-JAN-2025 16:02:41</b>	Open Date	<b>09-JAN-2025 16:02:41</b>
Close Date	<b>11-FEB-2025 14:00:00</b>	Award Date	<b>Not Specified</b>
Time Zone		Buyer	<b>Fawehinmi, Oluwaseun</b>
Quote Style	<b>Blind</b>	Email	<b>Oluwaseun.Fawehinmi@wsscwater.com</b>

Outcome **Standard Purchase Order**

**Note** To Download Parts I, II, and Appendix B, go to the top right corner, click on the arrow of the drop-down menu, select "Printable View," then click "Go" to download a PDF Files that contains:

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RFP 49558- Solicitation Documents (Part I - Additional Instructions to Offerors, Part III - Special Conditions, Part IV - Minimum Qualifications, Part IV - Scope of Work, Appendix A - OSDI Documents, Appendix C - Submission Forms)

RFP 49558 Pricing Page

Appendix D\_WSSC Online Discussion Instructions

Appendix E - Q&A form

### 1.2 Terms

Ship-To Address **W0567**  
**14501,Sweitzer Lane,**  
**Laurel, MD 20707**  
**United States**

Bill-To Address **W0567**  
**14501,Sweitzer Lane,**  
**Laurel, MD 20707**  
**United States**

### 1.3 Attachments

Name	Data Type	Description
RFP 49558 - Pricing Page	File	RFP 49558 - Pricing Page
Appendix D_WSSC Online Discussion Instructions	File	Appendix D_WSSC Online Discussion Instructions
Appendix E_QA_Form	File	Appendix E_QA_Form
RFP 49558 - Solicitation Documents	File	RFP 49558 - Solicitation Documents

**1.4 Response Rules**

*This negotiation is governed by all the rules displayed below.*

- Negotiation is restricted to invited suppliers
- Suppliers are allowed to respond to selected lines
- Suppliers are required to respond with full quantity on each line
- Suppliers are allowed to provide multiple responses
- Buyer may close the negotiation before the Close Date
- Buyer may manually extend the negotiation while it is open

**2 Price Schedule****2.1 Line Information**

Display Rank As **Win/Lose**  
 Ranking **Price Only**  
 Cost Factors **None**

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount	Promised Date
1 Commission Wide Uniforms		1	DOLLAR			

**2.2 Line Details****2.2.1 Line 1 Commission Wide Uniforms**

Category	<b>31.315.315210</b>	Start Price (USD)	<b>Not Specified</b>
Need-By Date	<b>Not Specified</b>	Target Price (USD)	<b>Not Specified</b>
Ship-To Address	<b>COB - Expense Items</b>		
	<b>14501 SWEITZER LN</b>		
	<b>Laurel, MD 20707-5901</b>		
	<b>United States</b>		

**Contract Terms and Conditions**

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**Terms and Conditions**

**PART I**

# INSTRUCTIONS TO BIDDERS

## 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>.

## 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 which 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 which will assure good faith performance.
- (h) "Responsive" means a person who has submitted a bid or a proposal which 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. 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).

#### **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.

#### **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.

#### **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 Supplier 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 on the supplier portal in the Online Discussion.

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.

## **7. SUBMISSION OF PROPOSALS (COMPETITIVE SEALED PROPOSALS)**

### **(a) Form And Content Of A Proposal**

The Solicitation will identify the required form and contents of a proposal. Failure to submit a proposal that meets the requirements of the Solicitation may lead to the proposal being deemed **non-responsive or non-responsible**.

### **(b) Proposal Delivery**

The Solicitation will identify the time and manner in which a proposal shall be delivered to the Commission. Any proposal received after the exact time for receipt will be deemed **non-responsive**. The proposal will not be considered for award and will be returned to the Offeror unopened. However, an exception may be made when a late proposal would have been timely but for the action or inaction of the Commission. An Offeror assumes all risks for timely delivery of a bid.

## **8. 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 non-responsive.

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

Prior to the time and date set for bid opening, a Bidder may withdrawal a bid by providing written notice to the Procurement Office. The written notice must be received by the Procurement Officer prior to the time and date set for bid opening for it to be effective.

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.

## **10. 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.

**11. WITHDRAWAL OF A PROPOSAL (COMPETITIVE SEALED PROPOSALS)**

An Offeror may withdrawal a proposal by providing written notice to the Procurement Office. The established due date for the written notice is either the time and date stated in the Solicitation for receipt of proposals or receipt of modifications to proposals, if any; or if discussions have begun, it is the time and date by which best and final offers, must be submitted.

**12. MISTAKES IN PROPOSALS (COMPETITIVE SEALED PROPOSALS)**

**(a) Mistakes Discovered After Receipt of Proposals But Before Award**

- i. **During Discussions - Prior to Best and Final Offers.** Once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- ii. **After Best and Final Offers.** If discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected, and the intended correct offer considered only if:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn; or
  2. The mistake is not clearly evident on the face of the proposal, but the offeror submits objective evidence which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such correction would not be contrary to the fair and equal treatment of other offerors.
- iii. **Withdrawal of Proposals.** If discussions are not held, or if the best and final offers upon which award will be made have been received, the offeror may be permitted to withdraw the proposal if:
1. The mistake is clearly evident on the face of the proposal and the intended correct offer is not;
  2. The offeror submits objective evidence which clearly and convincingly demonstrates that a mistake was made but does not demonstrate the intended correct offer; or
  3. The offeror submits objective evidence which clearly and convincingly demonstrates the intended correct offer, but to allow correction would be contrary to the fair and equal treatment of the other offerors.

### 13. 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.

#### 14. 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**.

#### 15. 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 6.15.530.

**(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 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 **NINE HUNDRED AND TWENTY-SIX DOLLARS (\$926.00)**. 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 protestor 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, prior to 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.

**16. 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.

**17. 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 6.15.3120.

**18. 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 re-advertised.

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.

**19. 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.

## **PART II**

## **GENERAL CONDITIONS**

### **ARTICLE 1. CONTRACT DOCUMENTS**

- 1.1 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.
- 1.2 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.
- 1.3 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

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

- 2.1 All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the Commission. Requests for price adjustments must be made by the Contractor in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the Commission. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, average increase or decrease for the most recent calendar year, (As stated in solicitation).

### **ARTICLE 3. WORKING HOURS**

- 3.1 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.
- 3.2 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.

#### **ARTICLE 4. HOLIDAYS**

- 4.1 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.
- 4.2 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.

#### **ARTICLE 5. CONTRACTORS RESPONSIBILITIES**

- 5.1 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.

#### **ARTICLE 6. DELIVERY**

- 6.1 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 Fridays, except on Commission holidays (unless otherwise noted in solicitation documents).

#### **ARTICLE 7. PROPERTY DAMAGE**

- 7.1 Should any damage to Commission property be caused by the Contractor, employees or agents of the Contractor, the Contractor will be required to report them 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, the Contractor.

#### **ARTICLE 8. PACKING LIST**

- 8.1 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.

**ARTICLE 9. CONDITION OF MATERIAL UPON DELIVERY**

9.1 All material shipped shall be protected to insure against damages 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.

**ARTICLE 10. STOP WORK**

10.1 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.

**ARTICLE 11. RIGHT TO BID**

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

**ARTICLE 12. EMERGENCY**

12.1 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.

**ARTICLE 13. WARRANTY**

13.1 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:

- 13.1.1 Conform in all respects to the Commission's specifications, drawings, requirements, or other descriptions.
- 13.1.2 Be fit for the purpose or purposes of intended use.
- 13.1.3 Conform to all applicable local, state, and federal laws and regulations.
- 13.1.4 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.
- 13.1.5 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.
- 13.1.6 All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims, and security interest 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.

13.2 The warranty period shall begin upon final acceptance of the work.

**ARTICLE 14. PAYMENT**

- 14.1 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.
- 14.2 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.
- 14.3 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

**ARTICLE 15. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

- 15.1 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.

**ARTICLE 16. CONTRACT SOLE AGREEMENT**

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

**ARTICLE 17. SUBCONTRACTING OR ASSIGNMENT**

- 17.1 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 there under 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 substitution of a previously approved subcontractor or assignee.

**ARTICLE 18. UNIFORM COMMERCIAL CODE (UCC) APPLICATION**

- 18.1 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 are in conflict with the General Conditions and Instructions set forth herein or any

documents or provisions incorporated by reference.

#### **ARTICLE 19. PATENTED DEVICES, MATERIALS AND PROCESSES**

- 19.1 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 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 rights 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.

#### **ARTICLE 20. CHANGE ORDERS**

- 20.1 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.
- 20.2 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 6.15.560(b).
- 20.3 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.

#### **ARTICLE 21. CLAIMS**

- 21.1 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 set forth in WSSC Code of Regulations, Title 6, Chapter 6.15.560(b).
- 21.2 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.
- 21.3 This Contract and any Claim arising under or relating to it shall be governed in accordance with the law of the State of Maryland.
- 21.4 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.
- 21.5 No claim by the Contractor shall be allowed if asserted after final payment under this Contract

#### **ARTICLE 22. MATERIAL AND WORKMANSHIP**

- 22.1 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.

- 22.2 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.

#### **ARTICLE 23. TAXES**

- 23.1 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.

#### **ARTICLE 24. DELAY OF WORK**

- 24.1 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.
- 24.2 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.
- 24.3 A delay claim shall be filed according to WSSC Code of Regulations, Title 6, Chapter 6.15.560(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.

#### **ARTICLE 25. SUSPENSION OF WORK**

- 25.1 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.
- 25.2 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.

- 25.3 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.
- 25.4 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.

**ARTICLE 26. BRIBES**

- 26.1 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 WSSC Code of Regulations, Title 6, Chapter 6.15.550.

**ARTICLE 27. FAILURE TO PERFORM**

- 27.1 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.
- 27.2 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.
- 27.3 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.

**ARTICLE 28. TERMINATION OF CONTRACT**

- 28.1 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 the Contractor will not release the Contractor from compliance with the Contract Documents.
- 28.2 Termination for Default
  - 28.2.1 The Contract may be terminated for default in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.570(c).
  - 28.2.2 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:
    - 28.2.2.1 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,
    - 28.2.2.2 the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

- 28.2.2.3 the Contractor repeatedly fails to make prompt payments to subcontractors for labor, materials or equipment,
- 28.2.2.4 the Contractor fails to prosecute the Work or any separable part thereof with such diligence as to endanger performance of this Contract,
- 28.2.2.5 the Contractor fails to complete said Work within said time,
- 28.2.2.6 the Contractor disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over the Work, or
- 28.2.2.7 The Contractor otherwise violates any provision of the Contract Documents.
- 28.2.3 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 terminated.
- 28.2.4 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%).
- 28.2.5 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 6.15.560(b).
- 28.2.6 Termination for default under this Contract may result in debarment in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.540.
- 28.2.7 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.
- 28.3 Termination for Convenience
  - 28.3.1 The Contract may be terminated for convenience in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.570(d).
  - 28.3.2 After receipt of a notice of termination for convenience and except as otherwise directed, the Contractor shall:
    - 28.3.2.1 stop all work on the date indicated and to the extent specified;
    - 28.3.2.2 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;
    - 28.3.2.3 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;
    - 28.3.2.4 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
    - 28.3.2.5 Complete performance of the work not terminated.
  - 28.3.3 The Contractor shall be entitled to recover the following costs as a result of termination for convenience:
    - 28.3.3.1 the Contract price for completed supplies accepted by the Commission but not previously paid for;
    - 28.3.3.2 costs already incurred in the performance of the work terminated;
    - 28.3.3.3 fair and reasonable profit on the costs incurred in the performance of the work terminated;

- 28.3.3.4 the reasonable costs of settlement expenses for the work terminated; and
- 28.3.3.5 The cost of settling and paying any termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract.
- 28.3.4 In arriving at the amount due the Contractor, the following shall be deducted:
  - 28.3.4.1 all unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
  - 28.3.4.2 Any claim which the Commission has against the Contractor under this or any other Contract.
- 28.3.5 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 6.15.560(b). The Contractor does not have the right to appeal the Chief Procurement Officer's decision to terminate the Contract for convenience.
- 28.4 Termination for Mutual Consent
  - 28.4.1 The Contract may be terminated by mutual consent in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.570(e).

#### **ARTICLE 29. GOVERNING LAW**

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

#### **ARTICLE 30. RIGHT TO AUDIT**

- 30.1 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.

#### **ARTICLE 31. COMPLIANCE WITH LAWS**

- 31.1 The Contractor hereby represents and warrants:
  - 31.1.1 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
  - 31.1.2 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.

#### **ARTICLE 32. FORCE MAJEURE**

- 32.1 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.
- 32.2 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.

**ARTICLE 33. PUNITIVE DAMAGES**

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

**ARTICLE 34. PUBLIC INFORMATION ACT NOTICE**

34.1 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.

**ARTICLE 35. CONTRACTOR ABUSE, USE, SALE OR POSSESSION OF DRUGS OR INTOXICANTS**

35.1 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.

**ARTICLE 36. SMOKING**

36.1 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 removal of the Contractor's employees or termination of the contract.

**ARTICLE 37. LEGAL ADDRESS**

37.1 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 pre-paid to the Contractor, shall be deemed to be a legal and sufficient service upon the Contractor.

**ARTICLE 38. SECURITY**

38.1 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 the 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.

- 38.2 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 prior to 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 to control and inventory all identification cards issued so that cards are not obtained or used by unauthorized individuals.
- 38.3 All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from, the Commission prior to 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 consistent with the terms of non-disclosure required for application. The Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measures to prevent distribution of sensitive documents to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of 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.

#### **ARTICLE 39. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 39.1 The acceptance by the Contractor of final payment shall constitute a release to the Commission from any and all 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.

#### **ARTICLE 40. INSURANCE**

- 40.1 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.

#### **ARTICLE 41. ASSIGNMENTS**

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

**ARTICLE 42. INDEMNIFICATION**

- 42.1 The Contractor shall defend, indemnify, and hold harmless the Commission, its agents, and employees from and against any and all 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.
- 42.2 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.

**ARTICLE 43. ETHICS**

- 43.1 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.
- 43.2 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.

**ARTICLE 44. SEXUAL HARASSMENT**

- 44.1 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 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 includes 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.

**ARTICLE 45. DEBARMENT AND SUSPENSION**

- 45.1 Debarment and suspension actions taken against a contractor will be done in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.540.

**ARTICLE 46. NONDISCRIMINATION POLICY**

- 46.1 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.

- 46.2 The Contractor shall not discriminate in any manner against an employee or an applicant for employment on the basis of sex, race, creed, color, age, mental or physical disability, sexual orientation, religion, marital status, gender identity, genetic information, or national origin.
- 46.3 The Contractor shall include a similar nondiscrimination clause in all subcontracts.
- 46.4 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 materials that have been provided to date. If the Contractor cures the defect, the Contract shall remain in force according to its revised terms.
- 46.5 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).

#### **ARTICLE 47. PERSONAL INFORMATION PROTECTION**

- 47.1 The Commission may disclose "Personal information" to Contractor as defined in § 10-1301 of the State Government Article of the Annotated Code of Maryland.
- 47.2 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:
- (i) are appropriate to the nature of the personal information disclosed to it, and
  - (ii) are reasonably designed to help protect personal information from unauthorized access, use, modification, disclosure, or destruction
- 47.3 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.

#### **ARTICLE 48. PROVISION TO EXTEND CONTRACT FOR NINETY (90) DAYS**

- 48.1 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.

#### **ARTICLE 49. INTERGOVERNMENTAL AND COOPERATIVE PURCHASING**

- 49.1 This Article is only applicable to a Contract which is awarded through a competitive procurement awarded pursuant to WSSC's Procurement Regulations.
- 49.2 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.

**ARTICLE 50. TRAVEL EXPENSE REIMBURSEMENT**

50.1 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.

## **APPENDIX B**

## **BONDS AND INSURANCE**

# **1. INSURANCE REQUIREMENTS**

## **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 Commission a 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.

## **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.

## **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".

#### **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.

#### **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.**

#### **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. 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.

#### **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.

#### **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.

## **2. BONDS REQUIREMENTS**

### **1. BID GUARANTEE**

Each Bidder must furnish with his Bid, a Bid Guarantee in an amount not less than 5 percent of the amount of his/her Bid when indicated above.

The Bid Guarantee shall be in the form of a firm commitment, such as a postal money order, certified check or cashier's check, or bid bond. Bid Bonds shall be executed on the Commission Standard Bid Bond Form, included herein, by the Contractor and a corporate bonding company licensed to transact such business in the State of Maryland and indicated as such on the "Maryland Insurance Administration" companies currently licensed to conduct business in Maryland.

The Commission may hold as many of the Bid Guarantees as it may deem advisable until the execution and delivery of the Contract and Contract Bonds, whereupon all Bid Guarantees will be returned. All other Bid Guarantees will be returned within seven days after Bid opening.

### **2. PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS**

Provide Performance, Labor and Material Payment and Maintenance Bonds as part of the contract execution as stated in Article 1.H herein.

The Contractor shall provide the Performance Bond and Labor and Material Payment Bond on Commission standard forms available at the Commission offices in accordance with requirements set forth in the General Conditions, for: 100 percent of the Contract, when indicated below.

### **3. MAINTENANCE BOND**

For Contracts where the Contractor receives notice from Washington Suburban Sanitary Commission, indicating that the work as required under the captioned Washington Suburban Sanitary Commission contract has been substantially completed by the Contractor, the Contractor will issue a Maintenance Bond for the guarantee period(s) equal to the amount of 100 percent of the performance bond for a period of \_\_\_\_\_ year(s) from the date of substantial completion. Such bond will indicate the Washington Suburban Sanitary Commission as the Oblige and the Contractor as the Principal.

### **3. BUILDERS RISK INSURANCE (CONTRACTOR TO PURCHASE)**

1. The Contractor shall purchase and maintain builders risk insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the Project. This insurance shall be maintained until final acceptance of the Project by the WSSC or until no person or entity other than the WSSC has an insurable interest in the covered property, whichever is earlier. This builders risk insurance shall include the interests

of the WSSC, Contractor, Subcontractors and Sub-subcontractors in the Project. The WSSC must be specifically included as a named insured.

2. Insurance shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire; extended coverage; theft; vandalism; malicious mischief; collapse; ensuing or resulting loss from faulty, inadequate or defective design, specifications, construction, materials or workmanship; windstorm; flood; and earthquake. Coverage is to apply for debris removal including demolition occasioned by a covered loss with a minimum sublimit of twenty-five percent of the amount of loss or damage. This insurance shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such covered loss. Coverage for flood and earthquake may be written with sublimits acceptable to the WSSC.
3. This builders risk insurance shall cover all of the following types of property:
  - i. All structures to be constructed, under construction, and/or already constructed which are part of the Project;
  - ii. All materials, equipment, machinery and supplies which are to be incorporated into the Project;
  - iii. Temporary structures of any nature whatsoever; and
  - iv. Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.
4. The Contractor shall be responsible for payment of any deductibles applicable under this builders risk insurance or other property insurance applicable to the Project.
5. Unless otherwise provided in the Contract Documents, this builders risk insurance shall cover materials to be incorporated into the Project which are off the site, and also such materials in transit. Such coverage may be written with sublimits acceptable to the WSSC.
6. This builders risk insurance shall insure (or shall be amended to insure) against loss or damage caused by boiler, machinery, and equipment perils. Such coverage shall be written on a comprehensive basis with coverage applying to the sudden and accidental breakdown of any boiler, fired vessel, unfired pressure vessel, refrigerating and air conditioning vessel, mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power. Coverage is to apply without sublimit or restriction for testing and start-up, including any mechanical, aerostatic, hydrostatic and pneumatic testing.
7. **The WSSC and Contractor waive all rights against each other and against the WSSC's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, elected and appointed officials, officers, agents, employees and consultants, for**



**property damage to or loss of use of the Work to the extent that such property damage or loss of use is covered by this builders risk insurance, boiler and machinery insurance or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise.**

8. Any loss covered under this builders risk insurance or other property insurance applicable to the Work shall be payable as fiduciary for the insureds, as their interests may appear. The WSSC shall pay the owner and Subcontractors their just shares of insurance proceeds received by the WSSC, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
9. WSSC, as fiduciary, shall have the power to adjust and settle a loss with insurers.
10. Partial occupancy or use in accordance with the provisions of the Contract that pertain to partial occupancy or use shall not commence until the builders risk insurer has granted permission by endorsement or otherwise for the WSSC to partially occupy or use any completed or partially completed portion of the Work at any stage of construction. The Contractor shall take reasonable steps to obtain such permission.
11. This builders risk insurance shall be written on an agreed value basis with no coinsurance or contribution clause applying.
12. If the WSSC is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the WSSC, then the Contractor shall bear all reasonable costs properly attributable thereto.
13. Before an exposure to loss may occur, the Contractor shall file with the WSSC a copy of each policy that includes insurance coverages required by this Article. Each policy shall contain all conditions, definitions, exclusions and endorsements applicable to the coverage for this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least sixty (60) days' prior written notice has been given to the WSSC.
14. The insurance required by this Article is not intended to cover machinery, tools or equipment owned or rented by the Contractor, or its Subcontractors, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor and its Subcontractors shall, at their own expense, purchase and maintain property insurance coverage for owned, leased or rented machinery, tools or equipment. The Contractor, and its Subcontractors, hereby waive all rights against the WSSC and its elected and appointed officials, officers, agents, employees and consultants for property damage to or loss of use of such machinery, tools or equipment to the extent that such property damage or loss of use is covered by the Contractor's or Subcontractor's property or equipment floater insurance or other similar property insurance maintained by the Contractor or its Subcontractors. The policies shall provide such waivers of subrogation by endorsement.

#### **4. INSTALLATION FLOATER INSURANCE (CONTRACTOR TO PURCHASE)**

1. The Contractor shall purchase and maintain installation floater insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the Work, or the maximum exposure to a single occurrence. This insurance must be maintained at least until final acceptance of the Work by the WSSC.
2. The interests of the WSSC and Subcontractors and sub-subcontractors shall be included by naming them as additional insureds and loss payees.
3. This installation floater insurance shall include coverage for the following types of property:
  - i. All materials, equipment, machinery and supplies which are to be incorporated into the Project; and
  - ii. If applicable, all underground property, including but not limited to, pumps, pipes, drains, tanks and connections.
4. This installation floater insurance shall be written on an all-risks policy form. Covered causes of loss or covered perils shall include but not be limited to:
  - i. Theft;
  - ii. Loss or damage that ensues or results from faulty, inadequate or defective design, specifications, construction, materials or workmanship;
  - iii. Collapse when caused by a covered cause of loss or peril;
  - iv. Explosion;
  - v. Flood, sewer or water back-up, subterranean or ground water; and
  - vi. Earthquake, mudslide or earth movement of any kind.

Flood and earthquake coverages may be written with sublimits exceeding or equal to the greater of ten percent of the total Project cost or \$100,000.
5. Recovery is to include the cost of materials, labor, overhead and profits.
6. Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.
7. This insurance shall not exclude or restrict coverage at vacant or unoccupied locations.
8. Losses shall be adjusted with and payable to the WSSC as fiduciary for all other insureds.
9. This installation floater insurance shall include coverage for debris removal and demolition made necessary by covered loss or damage with a minimum sublimit of twenty-five percent of the amount of loss or damage.

10. This installation floater insurance shall afford coverage for materials and equipment off-site, including while in storage or while at fabrication sites, with a limit exceeding or equal to the greater of ten percent of the total Project cost or \$100,000.
11. Coverage for materials and equipment in transit shall be provided with a limit exceeding or equal to the greater of ten percent of the total Project cost or \$100,000.
12. The Contractor shall be responsible for payment of any deductibles applicable under this insurance or other property insurance applicable to the Work.
13. The WSSC and Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, elected and appointed officials, officers, directors, trustees, agents, employees and consultants for property damage to or loss of use of the Work to the extent that such property damage or loss of use is covered by this builders risk insurance, boiler and machinery insurance or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise.
14. If the WSSC is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the WSSC, then the Contractor shall bear all reasonable costs properly attributable thereto.
15. The Contractor, Subcontractors and Sub-subcontractors shall, at their own expense, purchase and maintain separate property insurance coverage for machinery, tools or equipment owned or rented by them, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor, Subcontractors and Sub-subcontractors, hereby waive all rights against the WSSC and its elected and appointed officials, officers, agents, employees and consultants for property damage to or loss of use of such machinery, tools or equipment to the extent that such property damage or loss of use is covered by the property or equipment floater insurance or other similar property insurance purchased and maintained by the Contractor, Subcontractors or Sub-subcontractors. The policies shall provide such waivers of subrogation by endorsement or otherwise.

**10. INVENTORY**

("X" EQUALS MANDATORY)

**Coverage Required**

**Limits (Figures Denote Minimums)**

**[ ]1.Worker's Compensation & Employer's Liability**

Statutory workers compensation  
\$500,000 accident, \$500,000

disease,  
\$500,000 policy limit disease

**[X]2. Commercial General Liability**

Occurrence form, including but not limited to the below

- 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 \$500,000 signal limit for bodily injury and property damage each occurrence with a \$1,000,000 general aggregate that applies to project under contract, and a separate \$1,000,000 aggregate for products/completed operations.

\$500,000 each offence for Item f.

**[ ]3. Business Auto Liability**

- a. All Owned, Hired & Non-owned
- b. Motor Carrier Act Endorsement

\$1,000,000 Bodily Injury & Property Damage liability each accident

**[ ]4. Umbrella Liability**

\$\_1,000,000\_ BI, PD, & Personal Injury

**[ ]5. Pollution Liability**

\$1,000,000 each claim and aggregate

**[ ]6. Errors or Omissions Liability**

\$1,000,000 each claim and aggregate

**[ ]7. Employee Dishonesty Coverage**

\$\_\_\_\_\_ Limit of Insurance

**[ ]8. Builder's Risk**

Insurable Value = \_\_\_\_% of the Contract Value

**[ ] 19. Installation Floater**

Insurable Value = \_\_\_\_% of the  
Contract Value

Other Insurance Required:

INVENTORY MATERIALS & SUPPLY, JOB-SITE MATERIALS & SUPPLY, OFFICE EQUIP. COVERAGE