

Procurement Department
T: (703) 335-8925



BP RFP

REQUEST FOR PROPOSALS (RFP)

Date: November 19, 2018

SOLICITATION NUMBER: SA-1904
TITLE: Construction, Project and Program Management Services
RFP CLOSING DATE/TIME: December 21, 2018 at 2:00 P.M. (EST)
PRE-PROPOSAL CONFERENCE: December 4, 2018 at 10:00 A.M. (EST)
QUESTION DEADLINE: December 12, 2018 at 12:00 Noon (EST)
SUBMIT 1 ORIGINAL, 5 COPIES & 1 USB THUMB DRIVE OF YOUR PROPOSAL TO:

MAILING ADDRESS:
Prince William County Service Authority
Procurement Department
Attn: Jerry Stokes, RFP SA-1904
4 County Complex Court
Woodbridge, VA 22192

STREET ADDRESS:
Prince William County Service Authority
Procurement Department
Attn: Jerry Stokes, RFP SA-1904
4 County Complex Court
Woodbridge, VA 22192

In compliance with this RFP and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Company Name

Authorized Signature

Date

Name Printed

Phone Number

Email Address

Note: Prince William County Service Authority does not discriminate against faith based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP SUBMISSION FORM

Name of RFP: **Construction, Project and Program Management Services**

RFP Number: **RFP SA-1904**

Closing Date/Time: **December 21, 2018 at 2:00 P.M. (EST)**

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: _____ Contact Person: _____

_____ Title: _____

Address: _____ Telephone No: _____

Remittance _____ FAX No: _____

Address: _____ Email: _____

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

Minority Owned/Controlled Bus. Yes [] No [] Small Bus. Yes [] No []

Organized under the laws of the State of _____

Principal place of business at _____

FEIN: _____

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

Name

Address

SECTION II - CONFLICT OF INTERESTS

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

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

SECTION III – COLLUSION

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

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

Signature

Date

Name (Printed)

Title

OFFEROR MUST COMPLETE AND RETURN THIS FORM WITH ITS PROPOSAL PACKAGE

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Request For Proposals – SA 1904
Construction, Project and Program Management Services

SECTION 1 INTRODUCTION

The Prince William County Service Authority (“Service Authority”) is a public utility created in 1983 under the Virginia Water and Sewer Authorities Act and chartered by the Prince William Board of County Supervisors. The Service Authority is an independent body responsible for providing comprehensive water and sewer services in Prince William County. The Service Authority has approximately 93,000 customers and provides wastewater treatment for the eastern portion of the county via the H.L. Mooney Advanced Water Reclamation Facility, a 24.0 mgd facility. Wastewater service for the western portion of the county is provided by the Upper Occoquan Service Authority, a 54.0 mgd regional facility that is jointly owned by Fairfax County, Prince William County, the City of Manassas, and the City of Manassas Park. Water is supplied via wholesale water purchase agreements with Fairfax Water and the City of Manassas, as well as Service Authority-owned wells. The water and sewer system is composed of approximately 1,240 miles of water main and 1,100 miles of sewer mains.

Prince William County Service Authority is dedicated to excellence in providing safe, reliable water service to our customers and returning clean water to the environment.

The Service Authority expects its employees, suppliers and partners to meet the performance standards embodied in our vision and values below:

Vision:

To be a nationally acclaimed leader in providing clean water and excellent customer service through sustainable innovative business practices, community partnerships and environmental stewardship.

Values:

Customer-First Focus

Integrity

Respect

Quality

Accountability

SECTION 2 BACKGROUND INFORMATION

The Service Authority desires to engage the services of multiple qualified firms to perform professional construction, project and program management services in the capacity of the Owner’s Agent (Agency Construction Manager) with duties and responsibilities as defined by the Construction Management Association of America (CMAA) standards of practice. The successful firm (s) must demonstrate capabilities to fulfill the duties required under this Request for Proposals (RFP).

The Service Authority intends to enter into contracts in the form of Basic Ordering Agreement (BOA) with the selected firm (s). Under the BOA specific tasks will be identified and Task Orders issued.

The Service Authority provides no guarantee of the amount of work to be assigned to the selected firm (s) and may utilize other engineering firms for consulting work.

SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS

This RFP, the resulting Proposal document and Contract Document shall be consistent with and governed by the Prince William County Service Authority Purchasing Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Purchasing Regulations.

- A. **IMPORTANT NOTICE TO POTENTIAL OFFERORS:** Receipt of this document does not indicate that the Service Authority has pre-determined Your organization's qualifications to receive a contract or be selected for any work or project. Such determination will be made after the opening and will be based on the Service Authority's evaluation of Your Proposal Package compared to the specific requirements and qualifications contained in this RFP.
- B. The Service Authority has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition which will not be waived by the Service Authority. Failure to comply with any mandatory requirement will render the Proposal Package non-responsive, and therefore it will not be considered for selection. To be considered for selection, the Offeror must agree to abide by each mandatory requirement included in this RFP.
- C. The Service Authority has established for purposes of this RFP that the words "should" or "may" are equivalent in this RFP and indicate very desirable conditions or requirements that are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not cause rejection of a Proposal Package, but will be considered in the evaluation process.
- D. **General RFP Definitions:**
 - 1. **Addendum:** A written or graphic instrument issued prior to the due date and time of Proposals that clarify, correct or change the bidding documents.
 - 2. **Basic Ordering Agreement (BOA):** A written instrument of understanding negotiated between the Service Authority and the Consultant that contains (1) terms and clauses applying to anticipatory contracts (orders) between the parties during its term, (2) a description of the commodities and /or services to be provided, and (3) methods for

- pricing, issuing, and delivering future orders under the Basic Ordering Agreement. A Basic Ordering Agreement is not a contract.
3. **Change Order:** A written order to the Consultant or executed by the Service Authority, issued after execution of a Contract or PO, authorizing and directing an addition, deletion or revision of any nature or an adjustment in the price, schedule, quality or quantity of the Work. Any positive or negative change in the Contract constitutes a Change Order.
 4. **Consultant:** The successful Offeror with whom a contract is executed pursuant to this RFP.
 5. **Contract:** When used as a proper noun and capitalized the term “Contract” shall mean: The solicitation’s ensuing agreement obligating the Consultant to furnish the goods and/or services promised in exchange for payment from the Service Authority. (When used as a common noun with lower case the term “contract” shall mean: a mutually binding legal agreement between two or more parties.).
 6. **Contract Administrator:** The Service Authority representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the resulting Contract Document, including price.
 7. **Contract Document(s):** Documents which establish the rights and obligations of the Consultant and Service Authority and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Solicitation, the Best and Final Offer, the Notice to Proceed, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the resulting contract.
 8. **Day(s):** Calendar days, unless otherwise specified.
 9. **Dollar “\$”:** United States of America dollars.
 10. **Key Person (Key Personnel):** Any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
 11. **Notice to Proceed:** A written notice issued by the Owner to the Consultant fixing the date on which the resulting contract times will commence to run and on which Consultant shall start to perform the Work under the resulting Contract Documents.
 12. **Offeror:** The professional entity submitting a Proposal Package to the Service Authority in response to this RFP. The term Offeror in some cases refers to the successful Offeror with whom a contract is executed pursuant to this RFP.
 13. **Prince William County Service Authority (Service Authority):** Public Utility chartered by the Prince William County Board of County Supervisors.
 14. **Procurement Officer:** A delegate of the Purchasing Manager.
 15. **Project Agreement/Task Order Agreement (or Task Order):** The Contract Document that the Service Authority will use to place orders for services with the Consultant for services under the BOA.
 16. **Project Manager:** The Service Authority person responsible for the Project.
 17. **Specifications:** That part of the resulting Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 18. **Proposal or Proposal Package:** The complete submittal from an Offeror.

19. **Purchasing Manager:** The Service Authority person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the General Manager and Board.
20. **Responsible Offeror:** An Offeror who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
21. **RFP:** Request For Proposals; This competitive process whereby the Service Authority is seeking competitive offers to resolve the Service Authority's need or requirement.
22. **Using Division or Department:** Engineering & Planning .
23. **Work:** The entire project or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents.
24. The terms “**in writing**” and “**written**” mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
25. **You, Your:** Same as Offeror.

E. Additional Definitions:

1. **Drawings:** That part of the resulting Contract Documents prepared or approved by the Consultant which graphically shows the scope, extent, and character of the Work to be performed by the Consultant.
2. **Materials:** All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.

SECTION 4 SCOPE OF WORK / PROJECT OBJECTIVES AND DELIVERABLES

4.1 Scope of Work / Project Objectives

See **Attachment A – Scope of Work** for Scope of Work and Project Objectives.

SECTION 5 RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

5.1 Proposed Schedule

The following dates are proposed by the Service Authority; however, the dates and times may be changed as the needs of the Service Authority change. It is solely Your responsibility to stay informed on the dates and times.

- A. RFP release date – November 19, 2018
- B. Preproposal conference – December 4, 2018 at 10:00 A.M.(EST)
- C. Final date to receive written questions – December 12, 2018 at 12:00 Noon (EST)
- D. RFP closing date – December 21, 2018 at 2:00 p.m. (EST)
- E. Offeror interviews/presentations/demonstrations, if requested – TBD
- F. Anticipated selection of Offeror(s) – TBD

5.2 Delivery of Proposal Package

Deliver 1 Original, 5 Copies, and 1 USB THUMB DRIVE of Proposal Package to:

Prince William County Service Authority
Procurement Department
Attn: Jerry Stokes, Ref: RFP SA-1904
4 County Complex Court
Woodbridge, VA 22192

Mark each package: RFP SA-1904.

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

5.3 Late Proposal Packages

- A. The Service Authority will judge any Proposal Package received in the Procurement Department after the closing date and time as **LATE** and the Service Authority will not open it nor consider it for selection.
- B. Upon receipt at the location specified above, the Service Authority will mark each timely received Proposal Package with the date and time of receipt. The Service Authority will safeguard Proposal Packages from unauthorized disclosure from the time of receipt, throughout the source selection process, and until selection.
- C. If the Service Authority declares administrative or liberal leave, all scheduled closing dates for that day will be extended until the next business day.

5.4 Preproposal Conference

An optional Preproposal Conference will be held at **10:00 a.m.** (time) and (date) **December 4, 2018** at the **Prince William County Service Authority** (place). The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

5.5 Questions Concerning RFP

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP or the selection process, must be made in writing (e-mail is acceptable) and sent to the below named individual who will be the point of contact for this RFP.
- B. Questions should be submitted by the following deadline: **December 12, 2018 at 12:00 Noon (EST)**.
- C. Mark subject line or cover page: **“Questions on RFP SA-1904”**.
- D. RFP Point of Contact for Questions: Mr. Jerry Stokes, Procurement Officer:

E-mail: purchasinggroupemail@pwcsa.org

All questions must be received in writing.

- E. Failure by an Offeror to ask questions, request changes, or submit objections by the date indicated above shall constitute the Offeror’s acceptance of all of the terms, conditions and requirements set forth in this RFP.

- F. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an Addendum to this RFP by the Service Authority.

5.6 Offeror's Representative

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

5.7 Offeror's Responsibility / Clarification and Addenda

A. By submitting a Proposal Package, You, the Offeror, represent:

1. You have read and understand this RFP;
2. Your Proposal Package is made in accordance with the requirements of this RFP;
3. You are familiar with the local conditions under which the proposed services must be performed; and,
4. You will not make any claim for or have the right to cancellation of or relief from the resulting contract because of any misunderstanding or lack of information.

B. The issuance of a written Addendum by the Service Authority's Procurement Department is the only official method by which interpretation, clarification or additional information can be given. The Service Authority will not be responsible for any oral representation given by any employees, representatives, or agents.

C. If the Service Authority revises (amends) this RFP, the Service Authority's Procurement Department will post a notice on the Service Authority Internet site: <https://www.pwcsa.org/rfp-afb>. You should acknowledge each Addendum in Your Proposal Package. Failure to acknowledge each Addendum may prevent Your Proposal Package from being considered for selection. It is solely Your responsibility as an Offeror to ensure that You have received all addenda and incorporated the changes into Your Proposal before submitting Your Proposal Package.

5.8 Restricted Discussions

A. From the date of issuance of the RFP until final contract selection, You, the Offeror, are prohibited from discussing the RFP or any part thereof with any employee, agent, or representative of Prince William County Service Authority except as expressly authorized by the Service Authority's Procurement Officer. The Service Authority may **REJECT** Your Proposal Package for violation of this restriction.

B. Any negotiation, decision, or action initiated or executed by You as a result of any oral or written discussions with any Service Authority employee or agent, except as authorized by the Procurement Officer, is void and will not be binding upon the Service Authority. You

shall only consider those communications that are in writing from the Service Authority's Procurement Officer.

5.9 Proposal Correction or Withdrawal

- A. Any Offeror for Supplies, Services or Construction, may withdraw the Proposal from consideration if the price proposal was substantially lower than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Proposal. The Purchasing Manager shall require, and so state in the solicitation, the following procedure for withdrawal of a Proposal:
1. The Offeror must give notice in writing of his claim of right to withdraw the Proposal within two business days after the conclusion of the proposal opening procedure.
 2. No Proposal may be withdrawn under this section when the result would be to award the Contract on another Proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent (5%).
 3. No Offeror who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted.
- B. The Purchasing Manager may contest withdrawal of any Proposal by any means provided by law. If withdrawal of the Proposal is denied, the Purchasing Manager shall notify the Offeror in writing stating the reasons for the decision.
- C. If the mistake and the intended correct Proposal are clearly evident on the face of the Proposal document, the Proposal shall be corrected to the intended correct Proposal and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the Proposal document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

5.10 No Obligation to Make Selection

- A. The Service Authority intends to issue one (1) or more Basic Ordering Agreements (BOA) after evaluation of submittals and negotiations as described in Section 5.13 Anticipated Selection Process. The Service Authority is not obligated to make any selection or award as a result of this RFP.
- B. The Service Authority has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposal Packages, to waive any and all informalities and/or minor

irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the Service Authority's best interests to do so.

5.11 Consultant Key Personnel

- A. The Service Authority will be making its decisions on selecting the best qualified Offeror(s) based upon the information submitted in the Offeror's Proposal Package. This includes the resume and experience of the Offeror's Key Personnel. By submitting a Proposal Package, You are representing that each person listed or referenced in Your Proposal Package will be available to perform the services described by the Service Authority, throughout the duration of the resulting BOA, barring illness, accident, or other unforeseeable events of a similar nature in which case You must promptly provide a qualified replacement.
- B. The Procurement Officer and the Project Manager have the right to review and approve or disapprove the Proposal of any Key Person or persons assigned to a requirement prior to the person beginning the performance of the Work. If the Procurement Officer considers the Proposal of the assigned person to be inadequate, the Procurement Officer may request further documentation of the person's qualifications, or may request that another qualified person be assigned, also pending the Procurement Officer's approval.
- C. The Consultant shall notify the Procurement Officer in writing of any proposed changes in Key Personnel assigned to a requirement at least ten (10) business days prior to the change. The Consultant shall include with the notification:
 - 1. The reason for the change;
 - 2. The qualifications of the proposed replacement person(s); and,
 - 3. All steps the Consultant is taking to minimize the impacts that the personnel change will have on the success of the project/contract.
- D. In the event the requested substitute person is not satisfactory to the Service Authority and the matter cannot be promptly resolved to the satisfaction of the Service Authority, the Service Authority reserves the right to terminate the Contract for cause.

5.12 Minimum Offeror Requirements

- A. To be considered for selection, an Offeror shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in a negative evaluation rating.

Qualification Requirements for the Contract shall include the following:

- 1. The successful Offeror shall be an active member of CMAA. At the time of selection, at a minimum, the successful Offeror's nominated project manager level staff must have a valid Certified Construction Manager (CCM) designation by CMAA.

Additionally, a CCM certification and a Professional Engineering license, registration in the Commonwealth of Virginia, of the Offeror's principal is preferred.

2. Inspectors utilized for work under this contract shall prove certification in one or more of the following programs: National Institute for Certification in Engineering Technologies (NICET), Virginia Department of Transportation (VDOT), or American Concrete Institute (ACI). Furthermore, inspectors will be required to demonstrate knowledge of the Service Authority's Utility Standards Manual and perform at a Service Authority Inspector Level 2.
 3. Demonstrated knowledge and experience as an Owner's Agent in the following areas as embodied in the CMAA Body of Knowledge as well as CII Best Practices:
 - Construction Management Standards of Practice.
 - CMAA Contract Administration Guidelines.
 - CMAA Cost Management Guidelines.
 - CMAA Quality Management Guidelines.
 - CMAA Sustainability Guidelines.
 - CMAA Time Management Guidelines.
 - CMAA Risk Management Guidelines.
 - CII's Best Practices Guidelines.
 4. In addition to experience in construction management standards of practice, the successful offeror shall have demonstrated knowledge and experience in the following construction management areas of practice:
 - Schedule preparation and analysis.
 - Claims analysis and resolution.
 - Constructability Review.
 - Cost estimating.
 - Project administration and submittal review.
 - Value Engineering.
 - Project Risk Allocation.
 - Public Participation and Outreach.
 - Project Acquisition Planning.
 - Electronic file-sharing and electronic deliverables
- B. To be considered for selection, the Service Authority must determine in addition to the above requirements that an Offeror is "Responsible".
1. The Procurement Officer and/or the Selection Committee will determine responsibility based upon the following factors:
 - a) *Experience*: determined by examining internal and readily available public files, which indicate how the Offeror performed in the past;

- b) *Integrity, Perseverance, and Reliability*: determined by conducting an in-depth evaluation of the management of the Offeror's organization, the organization's philosophies, ethics standards and policies, reputation in the industry, and the organization's quality control programs;
 - c) *Capacity, Facilities, and Equipment*: determined by information submitted by the Offeror and/or by plant or facility visits, if judged appropriate;
 - d) *Financial Capacity*: determined by an investigation of the Offeror's financial statements, readily available public files, and/or credit reports as well as bonding capabilities; and,
 - e) Is the Offeror qualified and eligible to be selected under applicable laws and regulations?
2. The Procurement Officer may request additional information, other than that already in the Proposal Package, or may request additional or clarifying information to determine the Offeror's responsibility under this section. If the Offeror fails to supply the information requested within the time required, the Procurement Officer shall make the determination of responsibility or non-responsibility based solely upon available information. If the available information is insufficient to make a determination of responsibility, the Procurement Officer shall determine the Offeror to be non-responsible. If your organization is listed as an exclusion record in the federal System for Award Management (SAM) <https://www.sam.gov/> at the time of the RFP closing date or becomes an exclusion record at any time prior to award, the Purchasing Manager shall immediately determine your organization as non-responsible.

5.13 Anticipated Selection Process

- A. Responsiveness: Upon receipt of each Proposal, the Procurement Officer will review each Proposal to determine its responsiveness, in accordance with all of the information required in Section 6 –Submittal Requirements. If the Procurement Officer determines a Proposal to be nonresponsive, that Proposal will not be evaluated or considered for award.
- B. Initial Technical Evaluation Process:
 1. The Procurement Officer will provide a copy of each responsive technical Proposal to the Selection Committee members for their evaluations.
 2. The Selection Committee members will evaluate each responsive Proposal in accordance with the Evaluation Criteria.
 3. In addition to the materials provided by the Offeror, the Selection Committee may utilize site visits and/or may request and evaluate additional material, information, and/or references from other sources.
 4. The Procurement Officer may invite any Offeror(s) to make an in-person (oral) presentation and/or demonstration to the Selection Committee. The Procurement Officer may require that specific individuals identified in the Proposal Package participate in the oral presentation and/or demonstration.

5. The Procurement Officer may request written clarifications from any Offeror to clarify any ambiguity and/or minor irregularity.
6. The Selection Committee members will evaluate and rank all responsive Proposals.
7. The ranking will be provided to the Procurement Officer.

C. Negotiations:

1. The Procurement Officer will invite the top ranked Offeror (s) for negotiations. The Service Authority reserves the right to negotiate any and all elements, except legal requirements, of the evaluation criteria.
2. The Service Authority anticipates negotiating, at minimum, the following elements:
 - a) Staffing;
 - b) Labor hours per labor classification;
 - c) Labor rate per labor classification; and
 - d) General and Overhead (G&O) rates, profit, expenses, and mark-up on materials.
3. At the conclusion of the negotiations the Procurement Officer will request a Best and Final Offer.
4. If after receipt and analysis of the Best and Final Offer, the Procurement Officer and the top ranked Offeror reach a mutual agreement on all elements, then the Procurement Officer will formally select the Offeror and request the Offeror to execute a BOA.
5. If the Procurement Officer and a top ranked Offeror cannot reach a mutual agreement on all elements, then the Procurement Officer will formally conclude the negotiations with the Offeror and begin the negotiations process following steps 2-4 above, with the next highest ranked Offeror.
6. This process will continue until the Procurement Officer selects an Offeror or determines that the current RFP process will be terminated if an agreement cannot be reached.

D. Award:

1. Award Notices will be posted online at the following address:
<https://www.pwesa.org/rfp-afb>

5.14 Evaluation Criteria

A. The committee will base the initial and final evaluation on the following criteria:

Evaluation Criteria	Maximum Points per Evaluation Criteria
Staffing Plan and Experience of Key Personnel	25
Qualifications and Experience of the Firm in the Public Utilities Sector of providing the required services	25

Availability of the Firm	10
Approach to Construction, Project and Program Management Services	25
Task Control and Project Management Experience and Practices for Client Management and Responsiveness	15
Maximum Evaluation Points	100

5.15 Minor Irregularities

The Service Authority reserves the right to waive minor irregularities in submitted Proposal Packages if such action is in the best interest of the Service Authority. A minor irregularity is defined as an issue that does not have an adverse effect on the Service Authority’s best interests, and will not affect the outcome of the selection process by giving any Offeror an advantage or benefit not enjoyed by other Offerors.

5.16 Incurred Expenses

This RFP does not commit the Service Authority to select an Offeror nor will the Service Authority be responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a Proposal Package or any cost or expense incurred by any Offeror prior to the issuance by the Service Authority procurement services of a signed Task Order. By submitting a Proposal Package, You, the Offeror, agree that the Service Authority bears no responsibility or obligation for any of Your costs associated with the preparation of Your Proposal Package, preparing and delivering presentations, preparing Proposals for anticipated Task Orders, and/or any administrative or judicial proceedings resulting from this RFP process.

5.17 Exceptions

If You take exception to any requirements in this RFP, including any contract terms in Attachment C “Sample Contract/Agreement”, You shall clearly identify the item(s) that exception is taken to, succinctly state the reason for the exception, and include these item(s) in Your Proposal Package in Tab 7. Exceptions and Other Information.

5.18 Pre-Award Submittals

- A. Within ten (10) calendar days after the Service Authority provides written notification of selection, the Offeror shall furnish the below deliverables to the Procurement Officer.
 - 1. Required Pre-Award Submittals:
 - a) Insurance Certificate(s); and,

- b) Copies of Commonwealth required licenses and/or certifications.
- B. If a selected Offeror fails to furnish the required submittals within the required time frame, the Service Authority may withdraw the selection from the Offeror and begin negotiations with the next ranked Offeror.

5.19 Conflict of Interest Disclosure

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

5.20 Contract Type

- A. The Service Authority will be issuing a Basic Ordering Agreement(s) to establish terms and conditions, and pricing for Work to be performed.
- B. The Service Authority will issue Task Order(s) as the Contract Document for services to be provided by the Offeror (Consultant).

5.21 Term of Basic Ordering Agreement (BOA)

- A. The term of any BOA issued from this RFP shall be for one (1) year subject to the Service Authority's option to extend the term of the BOA in accordance with 5.21 B and C below.
- B. Option Period: If the Service Authority determines it to be advantageous, it may extend the term of the BOA for a period of four (4) additional one year periods.
- C. Option to Extend the Term of the BOA:
 - 1. The Service Authority may extend the term of the BOA by written notice to the Consultant before the expiration of the BOA, provided that the Service Authority shall give the Consultant a preliminary written notice of its intent to extend at least sixty (60) Days before the BOA expires. The preliminary notice does not commit the Service Authority to an extension.
 - 2. The price(s) for the optional period shall be as specified in the BOA.

5.22 Limited Confidentiality of Information

- A. The Prince William County Service Authority is governed by the Virginia Freedom of Information Act. If You submit information that You consider exempt from public disclosure, You must identify with specificity which page(s)/paragraph(s) of Your Proposal Package is (are) exempt from the Virginia Freedom of Information Act and identify the specific statutory exemption section that applies to each.
- B. The Service Authority will maintain the confidentiality of such trade secrets to the extent provided by law. If the Offeror labels all or most pages of the Proposal as “trade secret,” the Service Authority may judge the Proposal as non-responsive and therefore it shall not be considered for award.
- C. All material submitted becomes the property of the Service Authority and may be returned only at the Service Authority’s option.

5.23 Competency of Offeror

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

5.24 Protest

- A. Any Offeror or Offerors may protest the award of, or the decision to award, a contract to any other Offeror or Offerors, by submitting a written protest to the Purchasing Manager at the address at the beginning of this RFP, within 10 days after the award of the contract or the decision to award a contract is made.
- B. Any protest shall state in detail the basis therefore, and the specific relief requested.
- C. Written Submission:

1. The protester shall present its protest in a concise and logical written format to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest.
2. The protest shall include at least the following information:
 - a) Name, address, email address, and fax and telephone numbers of the protester;
 - b) Solicitation number;
 - c) Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
 - d) Copies of supporting documents, if any;
 - e) Statement of relief requested;
 - f) All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision; and,
 - g) All information establishing the timeliness of the protest.

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

SECTION 6 SUBMITTAL REQUIREMENTS

6.1 Submittal Requirements

Firms, organizations, or individuals (hereafter “Offerors”) interested in submitting a Proposal Package (offer) in response to this RFP should submit 1 original, marked “ORIGINAL,” and 5 copies, each marked “COPY” and 1 USB THUMB DRIVE of their Proposal Package for review and evaluation by the Service Authority. Failure to provide the required copies and information will be considered during the evaluation process.

6.2 Economy of Presentation

- A. You, the Offeror, should prepare Your Proposal Package simply and economically, providing a straightforward, concise description of Your solution and capabilities to satisfy the conditions and requirements of this RFP. The Service Authority does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the Service Authority’s understanding of Your offer. Your emphasis should be on completeness and clarity of content.
- B. The Service Authority is not liable or responsible for any costs incurred by any Offeror in responding to this RFP including, without limitation, costs for presentations, demonstrations, or interviews, if requested or required.

6.3 Proposal Package Guidelines

- A. To facilitate analysis of its Proposal Package, You should prepare Your Proposal Package in accordance with the instructions outlined in this section. The Service Authority will consider Your failure to follow these instructions during the evaluation process.
- B. The Service Authority emphasizes that You should concentrate on accuracy, completeness, and clarity of content. **Do not assume that You will have any opportunity to make a presentation or explain any item or detail.**
- C. Cross Referencing: To the greatest extent possible, You should compose each section on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the Proposal Package. Unless otherwise clearly noted in a section, the Selection Committee will assume that information requested for Proposal Package evaluation which is not found in its designated section has not been included in the Proposal Package.
- D. Indexing: You should include a table of contents to delineate the topics and subsections for each Tab with more than five (5) pages.
- E. Glossary of Definitions, Abbreviations and Acronyms:
 - 1. You should include a glossary of all key words or phrases that if misinterpreted by the Service Authority would impact the success of this project.
 - 2. You should identify and spell out any abbreviation or acronym used, with an explanation for each.
 - 3. Glossaries do not count against the page limitations for their respective sections.
- F. Page Size and Format:
 - 1. A “page” is defined as all information that can be legibly printed within one piece of 8.5 x 11 inch piece of paper in accordance with the requirements 2-6 below;
 - 2. Text should be single-spaced;
 - 3. Text should be left justified;
 - 4. Text should be printed in a “portrait” layout;
 - 5. The text size should be not less than 11 point or more than 14 point;
 - 6. Margins should be one (1) inch on all four (4) sides;
 - 7. Pages should be numbered sequentially by Tab and Section; and,
 - 8. Printed materials should be duplexed / double-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the Proposal Package.
- G. You should submit legible tables, charts, graphs, figures, and pictures wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated, legible and should be printed on 8.5 x 11 inch paper.

H. Binding and Labeling:

1. You should submit the original paper Proposal Package in a three-ring loose leaf binder(s), with section tabs, which should permit the Proposal Package to lie flat when opened.
2. You should not staple pages together.
3. You should include a cover sheet in each binder, clearly marked with RFP SA-1904 and the Offeror's name. You should place the same identifying on the spine of each binder.

I. Proposal Package:

1. You shall provide 1 original and 5 copies of the Proposal Package for this RFP in the required paper format described above with all the original signatures in a pen ink color other than black. Digital or electronic signatures are not acceptable.
2. You should submit 1 complete copy of the entire Proposal Package on USB THUMB DRIVE THUMB DRIVE.
3. You should include on the USB THUMB DRIVE in addition to all of the required Proposal Package submittal information, a text "INDEX" file that lists all files on the USB THUMB DRIVE with the complete file name (filename plus extension) and a concise written description of what is included in the file.
 - a) You should submit all text files in the PDF format.
 - b) You should submit spreadsheets in a Microsoft Excel 2007 or Excel 2010 format.
 - c) You should scan and submit manufacturers' specifications pages in the PDF format, or, in an HTML format.
 - d) You should submit pictures, photos, and/or drawings in JPG, BMP or GIF formats.
 - e) You should submit video clips in a .WMV format.
 - f) You should clearly print: "RFP SA-1904" and the Offeror's name directly on the top surface of each disc with an indelible marker. Enclose each disc in a rigid plastic protective case. Cases do not need labels.
 - g) Electronic or facsimile (FAX) submission of Proposal Packages is not permitted for this RFP.

6.4 Proposal Package Sections

You should organize Your Proposal Package into the following major sections:

Tab 1 – Introduction, Profile & Required Information

- A. RFP Cover Page and RFP Submission Form. The RFP cover page and RFP Submission Form, completed and signed.

- B. Statement of Interest (not more than one page). To be submitted on letterhead expressing why You are interested in this project.
- C. Understanding of Services to be Provided (not more than 3 pages). State in Your own terms what You think this solicitation is about. Succinctly, describe Your understanding of the Service Authority's challenge. Succinctly, describe in Your own terms what You think are the Service Authority's anticipated outcomes.
- D. Service Delivery Plan. Describe succinctly how You plan to accomplish each of the objectives of these services.
- E. Firm Profile / Firm History (not more than 3 pages). Submit a brief profile of the firm describing its history, capabilities and recent successes.
- F. Negotiation Team. List the full names and functional titles of each person that will be part of Your negotiation team.
- G. Acknowledgement of Addenda, (if any).
- H. Licenses & Permits. Documentation showing any licenses and/or permits required and applicable to this requirement. Virginia licenses are required for all key staff (PE, LS) from prime and Subconsultant.

Tab 2 – Evaluation Criteria

- A. Staffing Plan and Experience of Key Personnel:
 - 1. Provide a staffing plan and list the full names and functional titles of all Key Personnel that will be part of the project. (Key Personnel - any person whose actions or inactions can impact the successful outcome of the project.) Describe the role each will perform in successfully accomplishing this project.
 - 2. Program / Project Manager. List the full name, business address, telephone, cell phone, and e-mail address of the individual that will act as the program / project manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - a) Years of experience within the area of specialty;
 - b) Length of and type of service with firm; and,
 - c) Education and formal training, including copies of any pertinent and required licenses / certifications.
 - 3. Provide resumes of all other Key Personnel on the project team.
- B. Qualifications and Experience of the Firm in the Public Utilities Sector: Include example projects which best illustrate the team's qualifications for this requirement.

1. Example Projects: Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this solicitation. Submit the following minimum information for each project. Present at least 5 projects.
 - a) Title and location of project.
 - b) Year Completed. Enter the year completed of the professional services. If any of the services are not complete, leave blank and indicate the status in Brief Description of Project and Relevance to this Project below.
 - c) Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
 - d) Point of Contact: Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance. List telephone number and e-mail.
 - e) Brief Description of Project and Relevance to this Project. Indicate scope, size, principal elements and special features of the project. Discuss the relevance of the example project to this project.
 - f) List which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles.
 2. Outside Professionals. List the name, full mailing address, telephone numbers, e-mail, web address, and contractual relationship with the Offeror of all outside professionals (not directly employed by the proposing firm) Consultants, or Subconsultants that will be part of the project. Describe the role each will perform in successfully accomplishing this project.
 3. Include a proposed Project Organization Chart for all personnel, Subconsultants, and outside personnel to be used on this project.
 4. The Service Authority reserves the right to conduct or have conducted background checks (professional, criminal, financial) on any person or organization proposed for this project).
- C. Availability of the Firm: Provide the firms current and anticipated workload and available resources during the course of this requirement.
- D. Approach to the Construction, Project and Program Management Services: Provide a brief summary to emphasize Your approach to the utility coordination service; including, familiarity with Virginia Department of Health, Virginia Department of Environmental Quality, Virginia Department of Transportation and Prince William County Requirements.
- E. Task Control and Project Management Experience and Practices for Client Management and Responsiveness: Provide a brief summary to emphasize Your task control and project management experience and practices for client management and responsiveness.

- F. Other: Provide a brief summary regarding Your ability to perform the services and meet the requirements outlined in Section 2 and Section 4 of this RFP.

Tab 3 – Proof of Insurability

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

Tab 4 – References

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

Tab 5 – Litigation

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

Tab 6 – Subconsultants

- A. Provide a list of any proposed Subconsultants that You may use on this project. Provide the same information required in Tab 1 Sections E and F, Tab 2 Section A, and complete Tabs 3, 4, 5, and 6 for each.
- B. Include a completed Subconsultant Reference Form for each Subconsultant proposed. Please use the attached **Form B – Subconsultant Reference Form**.
- C. Include a completed Subconsultant No Conflict of Interest Form for each proposed Subconsultant. Please use the attached **Form C – Subconsultant No-Conflict of Interest Form**.
- D. Form D – Proposal Package Checklist
- E. Form E – State Corporation Commission (SCC) Form

Tab 7 – Exceptions and Other Information

- A. Describe any exceptions You take with the requirements of this RFP.

- B. Provide any information that will provide insight to the Service Authority about Your qualifications, fitness and abilities. This information should be succinct.

Tab 8 – Financial Stability

Please note that the information requested under this Tab is not a requirement at the time of Proposal submission. You may note under this Tab that the information will be provided upon request.

You shall certify and provide a statement that You are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the Service Authority. You should attach a copy of Your latest audited financial statement and Your latest Dun & Bradstreet (D & B) report. If You do not have an audited financial statement, provide Your latest financial statements and Your latest Dun & Bradstreet (D & B) report. The Service Authority reserves the right to use a third-party to verify financial information provided in any Proposal Package.

You shall be prepared to supply Your latest financial statement upon request, preferably a certified audit; however, the Service Authority will accept a third party prepared financial statement and the latest Dun & Bradstreet (D & B) report.

SECTION 7 INSURANCE REQUIREMENTS

- A. Each Offeror shall include in its Proposal Package proof of insurance capabilities, including but not limited to, the following requirements: *(Coverage must be purchased and in place prior to a purchase order or contract being executed by the Service Authority.)*
- B. The Consultant shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to the Service Authority.
- C. The Consultant shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated in the solicitation. Technical Proposal Packages must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.
- D. The Consultant shall be responsible for its Work and every part thereof, and for all Materials, equipment, and property of any and all description used in connection therewith. The Consultant assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted Work.
- E. The Consultant shall, during the continuance of all Work under the Contract provide and agree to maintain the following:

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

- L. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within five (5) Days of written notice at time during the Contract term, the Service Authority shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- M. Compliance by the Consultant and all Subconsultants with the foregoing requirements as to carrying insurance shall not relieve the Consultant and all Subconsultants of their liabilities and obligations under this section or under any other section or provisions of the Contract.
- N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the Service Authority from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subconsultants and any person employed by the Subconsultants.
- O. Nothing contained herein shall be construed as creating any contractual relationship between any Subconsultant and the Service Authority. The Consultant shall be as fully responsible to the Service Authority for the acts and omissions of the Subconsultants and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- Q. The Consultant and all Subconsultants shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- R. If the Consultant does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
- S. The Service Authority shall be named additional insured in the general liability policies and stated so on the certificate of insurance.
- T. Coverages and Limits – For specific Coverages and Limits required for this project, see **Attachment B Required Insurance Limits.**

SECTION 8 FORMS

Included on the subsequent pages are the following forms:

Form A – Offeror Reference Form

Form B – Subconsultant Reference Form

Form C – Subconsultant No Conflict of Interest Form

Form D – Proposal Package Checklist

Form E – State Corporation Commission (SCC) Form

Form A – Offeror Reference Form

(The Service Authority cannot be used as a reference.)

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

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

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

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

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

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

Form B – Subconsultant Reference Form

(Submit a separate reference form for each proposed Subconsultant (s))

The Service Authority reserves the right to reject offers from any firm not meeting the minimum qualifications. If any proposed Sub’s experience is not deemed acceptable to the Service Authority, the Service Authority shall inform the Consultant and the Consultant must identify an acceptable substitute prior to award without effecting the price proposal. Subconsultant shall be a competent and experienced firm with an established reputation within the community. Each Subconsultant shall have performed similar work for a minimum period of **five (5)** years. Furnish a representative list of at least three (3) projects.

SUBCONSULTANT’S NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT NAME: _____

DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED: _____

1. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

2. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

3. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

Form C – Subconsultant No-Conflict of Interest Form

I HEREBY CERTIFY that

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

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 201__

Personally Known _____
or Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
PACKAGE FOR EACH PROPOSED**

Form D – Proposal Package Checklist

Before submitting Your Proposal Package, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude the Selection Committee from considering Your Proposal Package.

RFP Reference	Description	N/A (x)	✓	By (initial)	PWCSA Use
Sect. 5.2	Delivery of Proposal Package				
Sect. 6.3 E	Glossary of Definitions, Abbreviations and Acronyms				
Sect. 6.3 H	Binding and Labeling				
Sect. 6.4 Tab 1 Sec A	Signed RFP Cover Page / Submission Form				
Sect. 6.4 Tab 1 Sec B	Statement of Interest				
Sect. 6.4 Tab 1 Sec C	Understanding of Services to be Provided				
Sect. 6.4 Tab 1 Sec D	Service Delivery Plan				
Sect. 6.4 Tab 1 Sec E	Firm Profile/Firm History				
Sect. 6.4 Tab 1 Sec F	Negotiation Team				
Sect. 6.4 Tab 1 Sec G	Acknowledgement of Addenda				
Sect. 6.4 Tab 1 Sec H	Licenses & Permits				
Sect. 6.4 Tab 2 Sec A	Staffing Plan and Experience of Key Personnel				
Sect. 6.4 Tab 2 Sec B	Qualifications and Experience of the Firm				
Sect. 6.4 Tab 2 Sec C	Availability of the Firm				
Sect. 6.4 Tab 2 Sec D	Approach to the Construction, Project and Program Management Services				
Sect. 6.4 Tab 2 Sec E	Task Control and Project Management Experience				
Sect. 6.4 Tab 2 Sec F	Ability to Perform the Services				
Sect. 6.4 Tab 3 & Attachment B	Proof of Insurability				
Sect. 6.4 Tab 4	References				
Sect. 6.4 Tab 5	Litigation				
Sect. 6.4 Tab 6	Subconsultants				
Sect. 6.4 Tab 7	Exceptions and Other Information				
Sect. 6.4 Tab 8	Financial Stability				
Form A	Offeror Reference Form				
Form B	Subconsultant Reference Form				
Form C	Subconsultant No-Conflict of Interest Form				
Form D	Proposal Package Checklist				
Form E	State Corporation Commission (SCC) Form				

Form E-State Corporation Commission Form

Under paragraph 2.8 of the General Terms and Conditions, the Bidder/Offeror agrees, if this bid is accepted by the Prince William County Service Authority, for such services and/or items, that the Bidder/Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder/Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for termination by the Prince William County Service Authority.

Bidders/Offerors shall complete the following by checking the appropriate line that applies and provide the required information. Bidders/Offerors failing to provide the required information indicated below will have their bid/proposal declared non-responsive:

1. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Bidder/Offeror's current valid identification number issued by the SCC is _____. *(The SCC number is NOT your federal tax identification number).* **-OR-**

 2. _____ Bidder/Offeror is a sole proprietor and no SCC number is required. **-OR-**

 3. _____ Bidder/Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Bidder/Offeror's out-of-state location. **Bidder/Offeror shall include with this bid/proposal documentation from their legal counsel which accurately and completely states why the Bidder/Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**

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

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

Legal Name of Bidder /Offeror

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT A SCOPE OF WORK

Service Authority Projects:

The successful Offeror shall provide professional construction, project and program management services for a variety of Service Authority projects that include but not limited to:

- Public Utilities: Water and sanitary sewer/waste water construction and rehabilitation.
- Water Storage Facilities.
- Sanitary Sewer Lift Stations - new construction and rehabilitation.
- Water Booster Pump Stations - new construction and rehabilitation.
- Water Reclamation and Treatment Facilities - new construction and rehabilitation.
- General Building Construction and Rehabilitation.
- Instrumentation.
- Commissioning Services.
- SCADA & Communications.

In the capacity as the Owner's Agent, the selected Offeror will provide the professional construction, project and program management services, to include field inspection services, to manage the design and construction contracts as detailed in the standards of practice listed in Section, 5.12.3 in this solicitation to ensure quality and compliance with technical, financial, time, contractual and programmatic elements of the project(s)

ATTACHMENT B REQUIRED INSURANCE LIMITS

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Service Authority named as additional insured on General Liability Policies (This coverage is primary to all other coverage the Service Authority may possess.)	
5.	30 Day cancellation notice required.	
6.	Professional Liability	\$2,000,000 per Occurrence, \$6,000,000 Aggregate
7.	Best's Guide Rating	A-VII or Better, or Equiv.
8.	The Certificate must state Contract No. SA-1904	