



UPPER OCCOQUAN SERVICE AUTHORITY

REQUEST FOR PROPOSALS #17-10

Process Control Systems Support Services

Issued By:

**Purchasing Department
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Date Issued:

Thursday, April 20, 2017, 2:00 PM

**Deadline For
Questions:**

Friday, April 28, 2017, 2:00 PM

**Proposals Must be
Received On Or
Before:**

Thursday, May 11, 2017, 2:00 PM

NOTICE: *Firms who have received this solicitation package from a source other than UOSA's Purchasing Office or who have downloaded the solicitation from www.uosa.org are encouraged to contact UOSA's Purchasing Department to provide their name and mailing address in order that amendments to this solicitation or other communications can be sent directly to them. Firms who fail to notify the Purchasing Office with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.*

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UOSA SOLICITATION DISCLOSURE FORM

RFP Number: 17-10

RFP Due: Date: 5/11/2017

RFP Title: Process Control Systems Support Services

RFP Due Time: 2:00 PM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____ Contact Person _____

Address _____ Title _____

_____ Telephone _____

Remittance Address _____ FAX _____

_____ Email _____

Indicate Which: Corporation ☐ Partnership ☐ Sole Proprietor ☐

Minority or Women Owned/Controlled Yes ☐ No ☐ Small Business Yes ☐ No ☐

Organized under the laws of the State of _____

Principal place of business at _____

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

Name

Address

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its submission the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder/offeror is not required to be so authorized.

All bidders/offerors must complete a Proof of Authority to Transact Business in Virginia form (Attachment – A) and must include it, along with any required supporting documentation, with their submission.

Initial here ☐ to indicate that Attachment – A has been completed and included with this submission.

SECTION II – CONFLICTS OF INTEREST

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

The bidder/offeror is ☐ is not ☐ aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III – COLLUSION

I hereby certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of 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 Invitation for Bid and certify that I am authorized to sign for the bidder/offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER/OFFEROR MUST RETURN THIS FORM WITH BID SUBMISSION

1 SUMMARY INFORMATION

1.1 Introduction

The Upper Occoquan Sewage Authority, also doing business as the Upper Occoquan Service Authority (UOSA), is a public body politic and corporate organized under the Virginia Water and Waste Authorities Act. UOSA was created by the concurrent actions of its member jurisdictions and chartered by the State Corporation Commission of Virginia on April 1, 1971. The member jurisdictions are the Counties of Fairfax and Prince William, and the Cities of Manassas and Manassas Park. UOSA is located in Fairfax County and currently employs approximately 180 individuals. UOSA currently owns and operates an advanced water reclamation plant with a permitted capacity of 54 million gallons per day (“mgd”) and a regional system of interceptor sewer lines, pump stations and force mains that deliver wastewater from the four member jurisdictions to the treatment plant.

The UOSA Control Network is comprised of ABB Infi-90 DCS, Modicon and to a lesser extent Allen-Bradley PLCs, Phoenix Contact Radios and I/Os, Invensys Wonderware HMIs (both Archestra System Platform and classic versions), OSI Plant Information Historian, and TiPSView Alarm Database. In addition to the process control system (PCS) components, UOSA uses Intel-based servers and workstations running on Windows operating systems. The process control network infrastructure includes various types of HP switches, a Juniper firewall, VPN devices and other appliances. Software currently being used includes ABB Composer, Concept XL, Unity XL, Proworx32, RSLogix, Wonderware System Platform 2014, Rovisys OPC90, TiPSView, Microsoft SQL Server 2008/2012, Microsoft Office 2013, Paragon Restore and Recovery, Tivoli and VMware vSphere.

1.2 Objective

The objective of this procurement is to obtain proposals from qualified firms and to award one or more contracts to provide technical and functional consulting services on an annual basis for upgrades, end-user support, development support, administration support, and other services for a wide range of platforms and programs as specified in Section 2, Scope of Work.

1.3 Period of Contract

The initial contract period shall be from date of award until 6/30/2018. UOSA reserves the right to extend the Contract, one year at a time, and by mutual agreement, for an additional six (6) twelve (12) month periods.

1.4 Offers Awarded for All or Part

It may be that no one Offeror can fulfill the requirements of this RFP for all software platforms requested. UOSA’s intention is to award contracts to multiple Contractors in order to provide comprehensive support for all requested platforms. Additionally, UOSA reserves the right to award to multiple Contractors who may have overlapping areas of support. Offerors need not provide support for all requested applications in order to be considered for award.

1.5 Definitions

Whenever used in this solicitation or in the Contract Documents, the following terms have the following meanings, which are applicable to both the singular and plural and the male and female gender thereof:

- A. Acceptance** – UOSA’s acceptance of the project from the Contractor upon confirmation from the UOSA Project Manager and the Contractor that the project is totally complete in accordance with the Contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the Contract amount including any change orders or adjustment thereto.

- B. Award** – means the decision by UOSA to execute a contract, after all necessary approvals have been obtained.
- C. Commingle** – means to combine funds into a common fund.
- D. Committee** – means the Evaluation Committee.
- E. Contract** – means the formal written acceptance of an offer by UOSA.
- F. Contractor** – The person, firm or corporation with whom UOSA has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the Contract as the Contractor. Also known as the “Program Management Firm” or “PMF”.
- G. Cost Proposal** – The portion of the Offeror’s proposal containing cost information. For the purposes of this solicitation the words ‘cost’ and ‘price’ are interchangeable.
- H. Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- I. Desirable** – The term "desirable" or “it is desirable" is used to identify features that are desired but are not mandatory.
- J. Evaluation Committee** – The Evaluation Committee is the group of individuals appointed to review, evaluate, and rank each proposal, and make a recommendation for award.
- K. Must** – The term "must" or "shall" is used throughout this document to indicate mandatory requirements. It means that the Offeror will provide the goods and/or services specified in the RFP.
- L. Notice** – The term “Notice” or the requirement to notify means all notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any Notice by either party to the contract shall be sufficiently given if delivered to the last known business address of the person, firm or corporation constituting the party to the Contract, or to his, their or its authorized agent, representative or officer, by certified or registered mail, FedEx, or UPS, to the individual or firm, or to an officer of the Contractor for whom it is intended.
- M. Notice to Proceed** – A written Notice given by UOSA to the Contractor fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the work in accordance with the requirements of the Contract Documents.
- N. Offeror** – A firm or company that submits a proposal to UOSA in response to this RFP.
- O. Owner** – The Upper Occoquan Sewage Authority, doing business as the Upper Occoquan Service Authority, (UOSA).
- P. Proposal** – means the response by an Offeror to a Request for Proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to an Offeror's price and terms for the proposed Contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- Q. RFP** – means Request for Proposals which means any document, whether attached or incorporated by reference, used for soliciting proposals from Offerors under any method allowed under current Virginia Procurement regulations.
- R. Shall** – Has the same meaning as the word “Must”.
- S. Specifications** – The term “Specifications” refers to the written technical description of materials, equipment, construction systems, standards, and workmanship to be applied to the Work and certain administrative details applicable thereto.

- T. Technical Proposal** – An unpriced proposal that sets forth in detail that which a contractor proposes to furnish in response to a solicitation.
- U. Work** – The entire completed effort or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, labor, and furnishing and incorporating materials and equipment into the effort, all as required by the Contract Documents.

End Section 1

2 SCOPE OF WORK

2.1 Objective and Summary Requirements

The UOSA Control Network is comprised of ABB Infi-90 DCS, Modicon and to a lesser extent Allen-Bradley PLCs, Phoenix Contact Radios and I/Os, Invensys Wonderware HMIs (both Archestra System Platform and classic versions), OSI Plant Information Historian, and TiPSView Alarm Database. In addition to the process control system (PCS) components, UOSA uses Intel-based servers and workstations running on Windows operating systems. The process control network infrastructure include various type of HP switches, a Juniper firewall, VPN devices and other appliances. Software currently being used includes ABB Composer, Concept XL, Unity XL, Proworx32, RSLogix, Wonderware System Platform 2014, Rovisys OPC90, TiPSView, Microsoft SQL Server 2008/2012, Microsoft Office 2013, Paragon Restore and Recovery, Tivoli and VMware vSphere.

UOSA is seeking one or more qualified firms to provide Technical and Functional Consulting Services on an "as needed" basis to support all aspects of UOSA's Process Control Systems services and infrastructure. UOSA is seeking proposals from qualified consultants with Wonderware Archestra Endorsed or Certified Systems Integrator Designation to provide support for UOSA's Archestra System HMI and from other qualified firms to provide technical and functional consulting including general troubleshooting and technical support for UOSA staff. The Work requested may include configuration, development, administration and other associated consulting services for a wide range of platforms and programs as described in this section.

UOSA intends to award multiple contracts to multiple firms to cover all categories of support. Offerors shall indicate on Attachment "B" the software and/or hardware platforms they are qualified to support and for which they would like to be considered for award. Resulting contracts are intended to provide UOSA with the flexibility to address upgrades, functional changes and provide solutions to various technical and training issues in a quick and expeditious manner as well as providing UOSA with access to solutions that take advantage of new and emerging technologies. **Firms do not need to be qualified to perform all categories of support in order to respond to this solicitation.**

2.2 Performance of Work

Work performed as a result of this RFP must be compatible with the current version of all platforms and software being used by UOSA at the time the work is to be performed. UOSA may upgrade software versions at any time during the contract period. Prospective Offerors must include with their offers support documentation showing that they are fully qualified to perform the required hardware and software services. Work performed to support UOSA's software must be equal to and consistent with the same Work as might otherwise be provided by the software providers.

Firms selected for contract award must provide updated documentation supporting their continued qualification to perform the required software services. This updated documentation will be due upon annual contract renewal and may be in the form of updated certifications, training, new software versions supported, new capabilities, new services offered, etc.

2.3 Current Systems

A. PCS Hardware:

- ABB DCS Infi-90 Controllers and I/Os (for information only).
- Modicon PLCs including Momentum, M340 and Quantum controllers and I/Os.
- Allen Bradley PLCs including SLC500, MicroLogix controllers and I/Os.
- Wonderware System Platform HMI including terminal servers, thin and thick clients.
- Wonderware Classic HMI and OIT; PanelView OIT.

- Wireless Phoenix Contact Radio and I/Os.
 - OSI Plant Information Server.
 - Alarms Management Systems.
- B. **SCADA and PCS Programming Software:** Wonderware System Platform 2014 with 100,000 tags, Wonderware Classic InTouch, PanelView, OIT/OEM versions, Rovisys-90 redundant OPC, Matrikon Data Manager, Cyberlogic OPC, ConceptXL, Unity XL, ProWORX32, RSLogix, RSLogix500, Direct32 Automation, TiPSView, Pi DataLink, PI ProcessBook and DBDOCs.
- C. **Cybersecurity:** Assist in implementation of control measures consistent with NIST 800.82 and AWWA Process Control System Security Guidance for the Water Sector Framework.
- D. **Non PCS Hardware:**
- 1) UOSA has multiple Intel-based servers to support DNS, Active Directory, Alarm Management System, Back-up and Restore System and Patch Management System. Additionally there are several servers that support the UOSA Archestra Galaxy including 4 Object Servers, 2 I/O servers, 3 Terminal Servers, 1 GR and 1 Historian. These servers manage/support approximately 25 ACP Thin Clients, 8 Thick Clients and 5 browser based InTouch Access Anywhere clients. The servers and workstations are located at the UOSA plant site in a single, multi-building campus.
 - 2) HP Network Switches, Juniper Firewall and VPN device, media converters, light boxes and fiber (SM, MM) backbone and Patch (SM, MM) cables.
- E. **Non PCS Software:** Paragon Back-up and Restore, Tivoli, Microsoft Windows Operating Systems (Windows Server 2008 R2, Windows 7 Professional), ACP ThinManager, Microsoft Office 2013, and Adobe Acrobat Reader.

2.4 Description of Service to be Provided, PCS Hardware and Software Including SCADA

Services shall include (but not be limited to):

- A. General troubleshooting and end-user/applications (current and future) support as needed at UOSA.
- B. PLC, Phoenix Contact Radio I/O, Local HMI replacement, expansion and/or modifications:
- Hardware design including processors, I/Os and programming.
 - Local HMI modifications and addition as applicable.
 - Configuration of device I/O integration and graphics generation to deploy to the Plant HMI- UOSA's Archestra Galaxy.
 - Configuration of Alarms.
 - Startup and Commissioning Services.
- C. Plant HMI- UOSA's Archestra Galaxy.
- Work within the architecture, communications and implementation of UOSA Archestra Galaxy using Model View, Derivation View and Deployment View.
 - Be consistent with data structure, templates and objects use and creation.
 - Provide supports to expand, modify, and optimize to improve robustness and performance of UOSA's Archestra Galaxy.
 - Be aware of new enhancement and development of Wonder System Platform.
 - Identify/recommend/apply patches, hotfixes and upgrade as needed.
 - Software and system upgrade including configuration/modification of hardware.
- D. Informal user training on aspects listed in B. and C. above.

2.5 Description of Service to be Provided, Cybersecurity, Non PCS Hardware and Software

Services shall include (but not be limited to):

- A. General troubleshooting and technical support for UOSA's Process Control Engineer Staff.
- B. Configuration, development, administration and associated consulting services for the following:
 1. Windows Network administration (DNS, Active Directory, etc.).
 2. Network Switches expansion/configuration, VLAN, firewall and VPN devices.
 3. Cybersecurity control measures consistent with NIST 800.82 and AWWA Process Control System Security Guidance for the Water Sector Frameworks.
 4. Tivoli/BigFix
 5. Paragon Back-up and Restore, VMware vSphere, Esxi.
 6. MS Operating Systems (Servers and Window 7) and MS SQL Server.
 7. HTML/web applications (HTML, ASP, VBScript, JavaScript).
 8. Terminal Servers or RDP, ACP Thin Manager.
 9. TiPSView Alarm Management System.

2.6 Skills Requirements, PCS and SCADA

The individuals assigned as the result of a contract based on this RFP must have qualifications and work experiences to provide the services as shown below.

- A. Technical
 - Wonderware System Platform Certified or Endorsed System Integrator.
 - Minimum 5 years of experience with the particular hardware or software PCS component that is being worked on.
 - Software/Hardware setup, configuration, programming and implementation.
 - Able to work in an industrial settings where the control panels are located.
- B. Functional
 - End-user support and training for implemented templates and objects (current and future).
 - Troubleshooting skills.
- C. General
 - Ability to understand and work with custom modifications to various aspects of UOSA's Archestra Galaxy.
 - Transactional Structured query language (T-SQL).
 - VBScripts/Scripting language as implemented by Invensys Wonderware.

2.7 Skills Requirement, Non PCS and Cybersecurity

The individuals assigned as the result of a contract based on this RFP must have qualifications and work experiences to provide the services as shown below.

- A. Technical
 - Software/Hardware setup, configuration and implementation.
 - Programming skills where applicable -- e.g. developing and troubleshooting custom modifications, scripts, automated routines, etc.
 - Minimum 3 years of experience with the particular hardware or software non PCS component that is being worked on.
 - Working knowledge of NIST 800.82 and AWWA Process Control System Security Guidance for the Water Sector Framework; particularly the security controls.

- B. Functional
 - End-user support and training for implemented software (current and future).
 - Software administration.
 - Troubleshooting.
- C. General
 - Good documentation skills.
 - Good communication skills.

2.8 Qualifications and Work Experience

Required Qualifications

Offerors shall provide documentation supporting their expertise and qualifications for providing services related to each platform they wish to support. Offerors wishing to provide UOSA with Wonderware System Platform shall have a Business Partner relationship with Invensys for supporting System Platform/Archestra Galaxy software.

A. Related Experience:

- It is desired that each consultant should have previous experience in a Public Sector environment.
- Each consultant should have over 3 years of professional experience working within the software family they wish to support.
- Each technical consultant for UOSA's Orchestra Galaxy services should have been part of at least 4 installation/upgrade projects within the Wonderware System Platform/Archestra Galaxy software.
- Each technical consultant for UOSA's Orchestra Galaxy services should have at least 5 years of experience working with the Wonderware System Platform/Archestra Galaxy development toolset.

2.9 Key Personnel

The Contractor shall assign to this contract, key personnel as listed in their proposal. During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by leave of absence, illness, death or termination of employment. The Contractor shall notify UOSA within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes and any additional information requested by UOSA. Proposed substitutes should have comparable qualifications to those of the personnel being replaced. UOSA will notify the Contractor within fifteen (15) calendar days after receipt of all required information whether or not UOSA has approved the Contractor's proposed key personnel substitutions. This clause will be modified to reflect any approved changes of personnel.

2.10 Office Accommodations

UOSA will provide the Contractor with reasonable office accommodations. The Contractor will also be provided with reasonable access to telephone lines, internet access, photocopying facilities and FAX machines.

All work conducted on UOSA premises will be accomplished during UOSA's office hours of 8:00 am to 5:00 pm, Monday through Friday, unless otherwise prearranged. While Contractor personnel are at UOSA sites, they are required to comply with all rules and regulations of UOSA with specific mention being made of complying with rules and regulations governing conduct

with respect to health and safety not only as they relate to themselves, but also to UOSA personnel.

2.11 Platform Support

Attachment “B” provides a checklist of the applications, platforms and hardware categories for which UOSA requires support. Offers must indicate on the checklist which areas they are qualified to support and would like to be considered for award. Note: Offers need not support every requested application in order to be considered for award. UOSA reserves the right to award Contracts to multiple Offerors. Additionally, UOSA reserves the right to make multiple awards within the same category if it is deemed to be in the best interests of the Authority.

2.12 Additional Support

Awarded Contractors, depending on their capabilities, may be optionally called upon to support platforms or provide software solutions which are not listed in this solicitation. Offerors are encouraged to list any additional platforms they support, special capabilities they have or custom software they can provide in their technical proposals. Additionally, the checklist in Attachment “B” includes “other” categories where these additional areas of support may be listed. Offerors must include these additional areas of support in their proposals in order for these areas to be considered part of the resulting contract.

2.13 References

Provide at least five references for clients for whom you provided similar or equivalent services. Recent references are preferred. Include the following with your references submission: client name, address, phone number, contact name, email and brief description of services performed. UOSA reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.

End Section 2

3 SUBMISSION OF PROPOSALS AND METHOD OF EVALUATION

3.1 General

The following general information is provided and shall be carefully followed by all Offerors to insure that proposals are properly prepared.

- A. A transmittal letter prepared on the Offeror's business stationery must accompany the proposal.
- B. Each Offeror must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority to bind the corporation to the terms and conditions of this solicitation.
- C. UOSA reserves the right to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of UOSA.

3.2 Questions and Communications

All contact between Offerors and UOSA with respect to this solicitation will be formally held at scheduled meetings or in writing through the Purchasing Department. Questions concerning this solicitation are due by the deadline for questions shown on the cover page. Misinterpretation of specifications shall not relieve the Contractor(s) of responsibility to perform. Substantive questions must be submitted in writing via mail, express mail, e-mail, fax, etc., to the UOSA Purchasing Department, by the deadline on the cover page. Questions submitted after the deadline will not be answered. All properly submitted substantive questions will be responded to in writing, in the form of an Addendum to the solicitation. Failure to submit questions or to otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Offeror/Contractor.

Communications between prospective Offerors, their agents and/or representatives and any member of UOSA other than as authorized herein, concerning this solicitation are prohibited. In any event and in all circumstances, unauthorized communications cannot be relied upon.

3.3 Addenda to the RFP

UOSA reserves the right to amend this solicitation at any time prior to the deadline for submitting proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be given in the form of a written Addendum that will be provided to all prospective Offerors who are on record with the Purchasing Department as having received this solicitation. Addenda will be distributed within a reasonable time to allow Offerors to consider them in preparing their proposals. If in the opinion of the Purchasing Manager, the deadline for receipt of proposals does not allow sufficient time; the deadline shall be extended. Acknowledge your receipt and compliance with the Addenda by noting it in the space provided on the Transmittal Form (Attachment "C"). Failure to acknowledge receipt of an Addendum may result in rejection of the proposal.

3.4 Duration of Proposals

Proposals shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper Notice is given to UOSA of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

3.5 Proposal Organization

Failure to include any of the below listed Proposal elements may be considered grounds to deem the proposal non-responsive.

A. Technical Proposal (Volume I)

All proposal elements except price shall be included in the Technical Proposal and shall include at a minimum the following:

1. Company history, qualifications, capabilities and past performance. The Offeror will briefly describe its company history, sales history, and history of performing work as described herein.
2. Written Narrative: Each Offeror must provide a written narrative that discusses the Offeror's experience and the experience of the proposed team members in providing the services described in Section 2.
 - a. Provide documentation showing special qualifications, certifications, experience, awards, etc.
 - b. Provide resumes of proposed consultant staff members.
 - c. Provide a complete list of any subcontractors likely to be used by the Offeror in performing its services. Provide all necessary documentation that supports the qualifications of subcontractor.
 - d. Offerors who wish to be considered for UOSA's Archestra Galaxy support shall provide documentation confirming a Business Partner relationship with Invensys for supporting Wonderware System Platform/Archestra Galaxy software.
 - e. Provide any additional technical, application or abilities of the firm or individuals working for the firm. These additional abilities or specialties should be in addition to the specific requirements listed in Section 2. Additionally, provide any pricing differences that may occur for these specialties as opposed to the pricing model provided in your Cost Proposal.
3. Confirmation of Compliance with the Specification(s): The Offeror shall describe how the proposal meets UOSA's Specification. Offerors who wish to be considered for UOSA's Archestra Galaxy support shall provide examples of previous experience. If any portion of the specification cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.
4. Completed references list per Section 2.12.
5. Completed and signed RFP Disclosure Form, (located at the front of this RFP package).
6. Completed Proof of Authority to Transact Business in the State of Virginia (Attachment A).
7. Completed Categories of Support Form (Attachment B).
8. Completed Transmittal Form (Attachment C).
9. Acknowledgement of any addenda issued prior to the Offer deadline.

B. Cost Proposal (Volume II, Bound Separately)

1. The Cost Proposal shall state the hourly rate(s) proposed to provide the Technical/Resource Services as defined herein. All costs proposed shall be described

in sufficient detail to allow the Committee to completely understand all cost elements (materials, mileage, labor, housing, etc.). All related costs such as travel, mileage, housing, food, etc. must be included as separate line items. If different rates apply for individual skill levels of team members include as part of the cost proposal a list of all employees by position/title and skill level. Include the hourly pay rate per individual that will be charged while performing tasks at the client's site.

- a. All overtime may be invoiced at the rate of one and a half (1.5) times the hourly rates provided upon approval of the UOSA Project Manager. Overtime shall be defined as any time worked beyond 8 hours per day.
 - b. All work performed on weekends may be invoiced at a rate of two (2) times the hourly rate provided upon approval of the UOSA Project Manager.
 - c. All overtime work shall be scheduled and approved in advance by the UOSA Project Manager. Any invoices for overtime work not approved in advanced will be rejected.
2. The subsequent contract shall be a FIXED-RATE CONTRACT. The hourly rate(s) and any per diem expenses specified in the Cost Proposal shall remain firm and fixed for the initial 12-month contract period. See Section 4.32 for annual rate increases. Fees for travel other than company/private vehicles, such as air fare, shall be invoiced at the actual cost paid by the consultant. UOSA reserves the right to require a copy of all invoices for expenses being billed to UOSA prior to authorizing payment of any invoice.

3.6 Instructions for Submitting Proposals

- A. The deadline for submitting Proposals is shown on the cover sheet. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Purchasing Department. Proposals will be opened in accordance with the provisions of the Virginia Public Procurement Act. There will be no public proposal opening. The list of prospective Offerors shall be available for public inspection only after Contract Award or upon cancellation of the solicitation.
- B. The attached Transmittal Form (Attachment C) must accompany the proposal. The purpose of this form is to formally submit the proposal and bind the Offeror to the terms, conditions and specifications contained in the solicitation. The Form must be signed by an individual who is authorized to bind the Offerors' firm to all items in the proposal including products, services, etc., and prices, contained in the proposal. A transmittal letter may be substituted for the attached form. If used, the transmittal letter must include an affirmative statement that the person signing the transmittal letter is authorized to bind his/her firm and include all of the information contained on the Transmittal Form.
- C. Submit one (1) original and four (4) copied sets of your Proposal in **two separate, sealed volumes**. An additional electronic copy of each volume shall be submitted. The electronic copy shall be submitted on a physical format, either USB flash drive or optical media, along with the printed hard copies. Volume 1 shall contain the technical portion of your proposal. Volume 2 shall contain the cost portion of your proposal. Offerors shall insure that technical and price information is not commingled. The set of originally signed documents must be uniquely identified on the cover of each volume. Costs are not to be included in the Technical Proposal (Volume 1).

All Proposals shall be submitted as hard copies in sealed envelopes or packages. **No electronic submissions will be accepted.** All packages shall be sent to the UOSA Purchasing Department at the address identified on the cover sheet of this RFP. Packages shall be labeled as follows:

From: _____

Name of Offeror	Due Date
Street _____	RFP No. _____
City, State, Zip Code _____	RFP Title _____

SAMPLE

3.7 Contractor Identification

All Offerors must provide all information required by UOSA RFP Disclosure Form (page# 1 of this RFP) applicable to the Offeror; failure to comply shall make the Proposal nonresponsive. All Offerors also shall include the following in their Transmittal Form (Attachment C). Failure to include the required information in the Transmittal Form shall make the Proposal nonresponsive and the Proposal will not be opened or considered:

- A. Individual Offerors must provide their social security numbers.
- B. Proprietorships, partnerships, corporations, limited liability companies, business trusts, limited partnerships or limited liability partnerships must provide their Federal Employer Identification Numbers.

3.8 Qualifications of Offerors

UOSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the goods and the Bidder/Offeror shall furnish to UOSA all such information and data for this purpose as may be requested. UOSA reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. UOSA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy UOSA that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

3.9 Late Proposals

Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Proposals received after the proposal submission deadline will be returned to the Offeror unopened providing that sufficient proposal identification information is shown on the outside of the proposal envelope.

Proposals may only be canceled by submitting written notice at least 15 days before the expiration of the then current 120-day period.

3.10 Proprietary Information

It shall be the responsibility of each Offeror to clearly mark any part of his proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Offerors shall not mark sections of their proposal PROPRIETARY OR CONFIDENTIAL if such section is to be part of the award of the contract and are of "Material" nature, (i.e., Prices, company information currently available to the public).

3.11 Evaluation Process

- A. Evaluation Committee: UOSA will establish an Evaluation Committee (the "Committee") to review and rank each Proposal. The Committee will be composed of individuals designated by UOSA. The Committee will be chaired by the Purchasing Agent or his

designee. The Purchasing representative will serve in an advisory, no-voting role on the Committee. The Committee may request additional technical assistance from other sources.

- B. Qualifying and Evaluating Proposals: Each proposal will first be reviewed for compliance with the requirements of this RFP. The Offeror assumes responsibility for addressing all necessary technical and operational issues in order to meet the objectives of the RFP. Each proposal will be evaluated and ranked according to the criteria listed below. Each criteria will be weighted according to percentages listed below:

1. Company history, qualifications, capabilities and past performance – 15%
2. Written narrative including Consultant team qualifications and experience – 25%
3. Responsiveness and completeness of the proposal – 20%
4. References – 5%
5. Price – 35%

3.12 Acceptable and Unacceptable Proposals and Rejection of Offers

UOSA reserves the right to reject any or all proposals received. Proposals must meet or exceed the mandatory requirements of the Specification section. If an Offeror does not meet a mandatory requirement, UOSA may classify the proposal as “not responsive.” The Evaluation Committee may determine that an Offeror is “not responsible,” if the Offeror does not have the capabilities in all respects to perform the Work required. The Committee may determine that a proposal meets the Specification but does not raise itself to the competitive level of some or all of the other offers. In such instances, the Committee shall issue a determination that any and all such proposals are “not reasonably susceptible of being selected.” Offerors deemed by the Committee to be not responsive, not responsible, or not reasonably susceptible of being selected will be excluded from further consideration and the Offeror so notified.

3.13 Oral Presentations

Finalists may be required to make individual presentations to the Committee as part of the technical evaluation process. If so notified by the Purchasing Manager, the Offeror must provide a presentation within two calendar weeks of notification or as may be arranged by the Purchasing Manager. Failure to provide a satisfactory presentation may be grounds for a declaration that the offer is non-responsive. Presentations shall be conducted only at UOSA.

3.14 Final Ranking and Selection

The Evaluation Committee will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Committee shall conduct an evaluation based on information set forth in the proposal.

After each proposal has been evaluated they will be ranked. UOSA may invite the highest ranked Offerors to enter into negotiations with UOSA. Upon completion of negotiations the Committee will make a recommendation to the Committee Chair to award the contract to one or more of the Offeror(s) whose proposal(s) are determined to be the most advantageous to UOSA.

3.15 Negotiation

After selection, but prior to Contract Award, the Committee reserves the unilateral right to negotiate any aspect of the proposal or proposed Contract in any manner that best serves the needs of UOSA and is within the scope of the solicitation. UOSA also reserves the unilateral right to accept the best proposal or proposals as submitted without negotiation, and therefore Offerors must not assume that they will be given an opportunity to change any part of their proposal, including the Price Proposal.

The Authority may cancel this Request For Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). The Authority will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

3.16 Performance Bond

UOSA reserves the right to require an annually renewable Performance Bond equal to the cost of the then current project(s). UOSA may waive this right or initiate this right at any time, and for any reason. If required, the Performance Bond will be effective for one calendar year from date of issuance or implementation of the superseding version of the software module(s) for which the Offeror/Contractor has performed work, whichever occurs last.

3.17 Contract Award (Multiple Contracts)

UOSA reserves the right to award multiple Contracts for Resources Services to one or more of the ranked Offerors. The UOSA Evaluation Committee may recommend the selection of one or more Contract awardees deemed to be the most advantageous to UOSA to perform the services described herein.

UOSA reserves the right to secure alternate UOSA's Archestra Galaxy Services with companies that may not fully meet the requirements of this RFP to perform software services on Wonderware System Platform products when this option is deemed to be the most advantageous and in the best interest of the Authority.

End Section 3

4 TERMS AND CONDITIONS

4.1 Anti-Discrimination

By submitting their bids or offers, Bidders/Offerors certify to UOSA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4310 of the Virginia Public Procurement Act.

A. During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.2 Arrearage

By submitting a bid or offer in response to this solicitation, the individual or firm submitting the bid or offer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing UOSA, the Commonwealth of Virginia, or any public organization within Virginia. Said representation shall include the payment of taxes and employee benefits. Bidder/Offeror further agrees that it shall make diligent effort to avoid becoming in arrears during the term of the Contract.

4.3 Assignment of Interest

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of UOSA, which UOSA shall be under no obligation to grant.

4.4 Availability of Funds

It is understood and agreed between the parties that UOSA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.5 Binding Arbitration

UOSA is prohibited from agreeing to binding arbitration.

4.6 Cancellation

UOSA may cancel this solicitation or any ensuing contract at any time and for any reason.

4.7 Collusion

All bids or proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same

requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. All Bidders are required to sign the included UOSA Solicitation Disclosure Form that is included at the beginning of the Solicitation document. (Disclosure form must be filled out in its entirety)

4.8 Compliance with Laws

The Offeror/Contractor hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under the Contract including, but not limited to the Virginia Procurement Act; and
- C. It shall obtain at its expense, all regulatory and professional licenses, business licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Contract.; and
- D. The Offeror shall include in its bid or Proposal the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Any Offeror that fails to provide this required information shall not be entitled to a Contract Award.

4.9 Conflicting Terms

This RFP, including its specifications and terms and conditions, shall control any contract arising from an award of this solicitation. Any proposed terms and conditions, including any for a contract that the Bidder/Offeror proposes to use, shall be submitted as part of the Bidder's/Offeror's offer to sell. Bidder's/Offeror's proposed terms and conditions shall have no effect unless specifically agreed to in writing by UOSA. Terms and conditions submitted by a Bidder/Offeror after the deadline for submitting bids/offers to sell will be rejected and the Bidder/Offeror will be held to the terms and conditions contained herein. Failure to do so will automatically disqualify the Bidder/Offeror from contract award. To the extent that a conflict arises or is found to exist between the Bidder's/Offeror's offer to sell and this solicitation, including any addenda thereto, the terms, conditions and specifications contained in this solicitation and any addenda thereto shall in all cases prevail.

4.10 Contract Changes/Change Orders

- A. No verbal agreement or conversation with any officer, agent or employee of UOSA either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the Terms and Conditions or any other change affecting Contract Price or Contract Time, or both, shall be valid or binding upon UOSA unless made in writing in the form of a Change Order and signed by the Project Manager.
- B. In any event and in all circumstances, the Contractor shall be solely liable and responsible for, and UOSA shall be under no obligation to pay for, any Contract changes or deviations made without first receiving the required written Change Order to deviate from the Contract.
- B. Changes can be made to the contract in any of the following ways:
 - 1. By mutual agreement between the parties in a written Change Order.

2. By UOSA issuing a Unilateral Change Order ordering the Contractor to proceed with the work. Any claim for an adjustment in Contract Price under this provision must be asserted by Notice to the UOSA Project Manager. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Change Directive or with the performance of the Contract generally.

4.11 Contractor's Responsibilities

The Contractor shall be responsible for all products and/or services as required by this Solicitation. Even when properly authorized by UOSA, the use of a subcontractor does not relieve the Contractor of liability under the contract.

4.12 Debarment Status

By submitting their bids, Bidders certify that they are not currently debarred by Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

4.13 Delays

- A. By UOSA: The Contractor shall not be responsible for delays caused by UOSA, its agents, or other Contractors under contract with UOSA. To the extent that the Contractor is unable to proceed with timely installation due to the actions or inactions of UOSA, its agents, employees or other Contractors, the Contractor shall be granted an extension to the installation schedule equal to the documented amount of time the Contractor was prevented from performing work.
- B. By the Contractor: A Task Order may provide that time is of the essence of the Contract. When a Task Order includes specific delivery schedules then time is critical for that Phase. Once started, the Work under a Task Order must continue without delay or interruption, and unauthorized delays by the Contractor are prohibited. After seven days' prior Notice to the Contractor, UOSA may declare the Contractor in default for unacceptable delays if the delay has not been cured. If such a declaration is made, UOSA reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the Project and the Contractor and its surety, if any was required, shall be liable to UOSA for all costs of any kind incurred by UOSA to complete the Phase and for any additional costs, lost funds and/or related expenses arising from or related to the default. This is not a limitation of UOSA's legal rights to recover damages due to Contractor default in any other way.

4.14 Disputes

- A. In any case where the Contractor deems it is due additional compensation beyond the Contract Price, the Contractor shall give written Notice of such claim to the Owner and to the Owner's agent (if applicable) at the time of the discovery of the occurrence of the event giving rise to the claim and before beginning any Work on which the claim is based. Such Notice shall identify itself as a Notice of claim, shall state the circumstances of the occurrence, shall specify the additional work contemplated as being required, shall state why such work is not already included within the scope of the Contract Documents, and to the extent reasonably foreseeable shall estimate the anticipated amount of the claim. If the Owner declines to consent to a Change Order and directs the Contractor to proceed with such Work, then the Contractor shall so proceed and within ten (10) days after completion of the Work for which additional compensation is claimed shall submit in writing to the Owner an itemization of the actual additional compensation claimed. Compliance with these provisions shall be a condition precedent to the assertion of any claim, and any claim

for additional compensation not presented as required in this provision shall be barred. Compliance with such requirements, however, shall not create any presumption of the validity of such claim.

- B. The Owner will make the final decision on all requests for additional compensation or an extension of Contract Time. Within ninety (90) days after the Contractor files its itemization of the actual amount of additional compensation claimed, the Owner shall present the Owner's final written decision to the Contractor as to whether any additional compensation should be paid. A written decision by the Owner within the stated time shall be a condition precedent to the institution of any judicial claim for relief by the Contractor. The Owner's written decision shall be final and conclusive unless the Contractor institutes appropriate judicial appeal within six (6) months of the date of the decision by the Owner. In the event the Owner has not rendered a decision on a claim for additional compensation or extension of Contract Time within the specified time frame after submission of such claim as provided herein, the claim shall be deemed denied and the Owner's final decision shall be deemed to have been issued on the last day of the specified time frame after submission of the claim. In the interest of compromise, the Owner may, but is not required to, consider further submissions by the Contractor related to a claim after a final decision on a claim, but no such actions by the Owner shall in any way affect or extend the effective date of the Owner's final decision on the claim.
- C. If the Owner agrees to pay additional compensation in response to such claim, payment shall be made in accordance with or pursuant to such Supplemental Agreement or Change Order as may be reached between the Owner and the Contractor.
- D. The Contractor shall comply with all directions and decisions of the Owner or Owner's agent (if applicable) and shall proceed diligently with performance of the Contract and with any disputed work pending final resolution of any claim or dispute, whether for additional compensation or extension of time. "Final resolution" as used throughout the Contract Documents shall mean the conclusion or exhaustion of all judicial proceedings.
- E. If the Contractor at any time determines the Owner to be in material breach of the Contract, the Contractor shall provide Notice of claim thereof to the Owner within seven days of the occurrence the Contractor deems to constitute such material breach. Such Notice shall specify the precise occurrence(s) of such material breach. The Contractor's continuing performance under the Contract, after giving such Notice of claim, including but not limited to receiving moneys thereunder, shall constitute an election to waive such material breach and to confirm the continued existence of the Contract.
- F. No payment or partial payment on any claim shall be made prior to final resolution of such claim.
- G. All matters of dispute must be resolved either to the mutual satisfaction of the Owner and the Contractor or by final resolution as a condition precedent to the Owner's obligation to make final payment for the Work to the Contractor.
- H. The Contractor shall make no claim against any officer, agent, or employee of the Owner for, or on account of, any act or omission to act in connection with the Contract, and hereby waives any and all rights to make any such claim or claims.
- I. If additional compensation and/or extension of time is granted as to any claim, the same shall be incorporated in a Change Order to the Contract. The Contractor shall not be entitled to recover interest on any amounts claimed to be due from the Owner which are the subject of a good faith dispute by the Owner which are paid by the Owner within thirty (30) days following the final resolution of such dispute.

- J. The terms “claim” and “dispute” are used interchangeably in the Contract Documents and either shall mean any request by the Contractor for compensation in excess of that to which the Owner agrees, for a time extension in excess of that to which the Owner agrees, or for any other relief beyond that to which the Owner agrees.
- K. For any judicial proceedings arising from or related to the Contract Documents, the Contractor and the Owner hereby consent to exclusive venue and jurisdiction in the Circuit Court of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia (Alexandria Division).
- L. Failure of the Owner to require compliance with any term or condition of this Contract shall not be deemed a waiver of such term or condition, or a waiver of the subsequent enforcement thereof, including but not limited to the Owner’s claim for a subsequent material breach of Contract.
- M. In the event the Contractor makes a claim for additional compensation which results in litigation, if the Owner substantially prevails in such litigation the Contractor shall indemnify and hold the Owner harmless from any and all reasonable attorneys’ fees, litigation costs of all types, and expert witness fees and costs, arising from or related to such claim and litigation.

Failure by the Contractor to comply with any condition precedent to a claim provided by the Contract Documents shall be an absolute bar to such claim.

4.15 Drug Free Workplace

The following provision is required to be in every contract of more than \$10,000 by the Virginia Public Procurement Act, § 2.2-4312 and the UOSA Purchasing Department Policies and Procedures Manual:

During the performance of any ensuing contract, the Contractor agrees to:

- A. Provide a drug-free workplace for the Contractor's employees;
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4.16 Equal Opportunity

The Upper Occoquan Service Authority shall not discriminate against a bidder or offeror in the solicitation or awarding of contracts because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

4.17 Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (VPPA), Section 2.2-4367 through 4377, Virginia Code Annotated, and the UOSA Purchasing Department Policies and Procedures Manual and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith. A copy of the UOSA Purchasing Department Policies and Procedures Manual and VPPA is available for inspection at the Purchasing Department at UOSA. The VPPA is also available at the Virginia Department of General Services, Department of Purchases and Supply website (<http://dps.dgs.virginia.gov/dps/Manuals/manuals-bottom.htm>)

4.18 Examination of Records

Bidder agrees that in any resulting Contract, either UOSA or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting Contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all Contract(s) awarded pursuant to this solicitation, or until audited by UOSA, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by UOSA or its representative(s). UOSA will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

4.19 Formation of Contract with Successful Bidder/Offeror

- A. The Contract to be entered into as a result of this solicitation shall be by and between the Bidder/Offeror as Contractor and UOSA. It shall include the following items, which are listed in order of precedence:
 - 1. Change Orders, with the most recent having precedence;
 - 2. Fully executed Task Orders (if applicable);
 - 3. The IFB or RFP, including the Specification, Terms and Conditions and Addenda;
 - 4. UOSA Purchase Orders;
 - 5. The Bidder/Offeror's response to the IFB/RFP (including any drawings and submittals), but excluding any terms and conditions contrary to the IFB/RFP not expressly agreed to in writing by UOSA.
 - 6. All correspondence between the parties regarding this IFB/RFP
- B. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.
- C. By submitting a bid in response to this solicitation, the Bidder agrees to all Terms, Conditions and to the Specification section contained herein, unless and except as otherwise noted as an exception in the Bidder's bid, but shall not be deemed a Contract Document until incorporated expressly into the Contract as signed or by Change Order. Any terms and conditions that the Bidder proposes to use must be submitted as part of the bid. Terms and conditions submitted by a Bidder after the solicitation closing date shall not be accepted and will not be considered for incorporation into the terms of the awarded Contract.
- D. All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence.

4.20 Governing Law

Notwithstanding Bidder's/Offeror's submitted terms and conditions to the contrary, this solicitation and any resulting Contract shall be governed in all respects by the laws of Virginia and any litigation with respect thereto shall be brought in the courts of Virginia. The Contractor shall also comply with all applicable federal, state and local laws, rules and regulations.

4.21 Immigration Reform and Control Act Of 1986

By submitting their bid/proposal, bidders/offers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

4.22 Incorporation by Reference

This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a response to this solicitation, all Bidders/Offerors acknowledge the VPPA and agree to be bound by it. The VPPA may be accessed at the statutory website.

4.23 Indemnification and Responsibility for Claims and Liability

With respect to any contract that results from this solicitation, Bidder/Offeror is bound by the following:

- A. To the maximum extent permitted by law, the Contractor shall indemnify, save harmless and defend UOSA, or any employee of UOSA, against liability for any suits, actions, or claims of any character whatsoever, whether in tort, contract or other remedy, arising from or relating to the performance of the Contractor or its subcontractors under this Contract. This indemnification obligation shall include but not be limited to attorneys' fees and other costs or fees commonly associated with litigation.
- B. UOSA has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the Contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- C. UOSA has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- D. The Contractor shall immediately notify the UOSA Purchasing Manager of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and shall keep UOSA reasonably informed of the status of such claim. The Contractor will cooperate, assist, and consult with UOSA in the defense or investigation of any suit or action made or filed against UOSA as a result of or relating to the Contractor's performance under this Contract.
- E. The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting Contract and shall save UOSA harmless from any and all loss, including Attorneys' fees arising out of any such claim.

4.24 Non-Indemnification-Clause

Virginia is a Dillon Rule State. Unless specifically permitted by statute, indemnification or attempts to have UOSA "hold harmless" others are invalid and unenforceable or an impermissible waiver of the Authority's sovereign immunity which may create potential future

debt in violation of Virginia Constitutional and statutory requirements. **The Upper Occoquan Service Authority does not waive its sovereign immunity.**

4.25 Insurance

- A. General Insurance Requirements: Before commencing work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to UOSA to cover loss or liability arising out of the Work. All insurance policies must be from insurers authorized to conduct business within Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- B. Workers' Compensation and Employers' Liability Insurance: The Contractor shall obtain Statutory Workers' Compensation Insurance covering injury to employees of the Contractor while performing work within the scope of their employment and Employers' Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
- C. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include UOSA as an additional insured and shall provide at a minimum the following:
- | | |
|---|-------------|
| ◆ General Aggregate Limit
(Other than Products-Completed Operations) | \$1,000,000 |
| ◆ Products-Completed Operations Aggregate Limit | \$ 500,000 |
| ◆ Personal & Advertising Injury Limit | \$ 500,000 |
| ◆ Each Occurrence Limit | \$ 500,000 |
- D. Business Automobile Liability Insurance: This insurance shall apply to any auto, including all owned, hired and non-owned vehicles, covering Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident.
- E. Professional Liability Insurance, Errors & Omissions: This insurance shall be written on a "claims made" basis, and shall be provided to UOSA during the course of the Project and continuing for at least three (3) years after completion of construction. Minimum coverage amount \$1,000,000.
- F. Certificates of Insurance: The Contractor shall provide UOSA with a certificate of insurance evidencing the required coverage before commencing with the work. Insurance certificates shall provide that UOSA be notified at least 30 days prior to any change or cancellation of the said insurance policies.

4.26 Intellectual Property Rights

The Contractor hereby agrees that the rights granted by "UOSA's Rights to Software and Documentation" term are irrevocable. Notwithstanding anything else in any resulting Agreement by UOSA, The Contractor's remedy shall not include any rights to rescind, terminate or otherwise revoke or invalidate the provisions of "UOSA's Rights to Software and Documentation" term. Similarly, no termination of any resulting Agreement by UOSA shall have the effect of rescinding terminating or otherwise invalidating the provisions of "UOSA's Rights to Software and Documentation" term of any resulting Agreement.

4.27 Liquidated Damages

UOSA reserves the right to include a Liquidated Damages clause in any Task Order that may be issued as a result of a Contract awarded as a result of this RFP. When a liquidated damages clause is used in a construction, modification, or repair contract, the rate(s) of liquidated damages to be assessed against the contractor may be for each day of delay and the rate(s) will, as a minimum, cover the estimated cost of inspection and superintendence for each day of delay in completion (per diem rate stipulated in the Task Order) plus any other losses that may be

incurred by UOSA due to project delay of the specific Task Order. Whenever UOSA suffers other specific losses due to the failure of the Contractor to complete the Work on time, the rate(s) may also include an amount for specific items. Examples of specific losses are:

- A. The cost of substitute facilities;
- B. The rental of buildings and/or equipment.

A Liquidated Damages clause is not to be construed as a penalty, but as a means to assess damages when both (1) the time of delivery or performance is such an important factor in the award of the Task Order that UOSA may reasonably expect to suffer damage if the delivery or performance is delinquent, and (2) the extent or amount of such damage would be difficult or impossible to ascertain or prove.

4.28 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by UOSA, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this IFB/RFP, nor of any power herein reserved to UOSA, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of UOSA to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

4.29 Payment

- A. Invoices: Invoices for items ordered, delivered and accepted and Work completed shall be submitted by the Contractor directly to the payment address shown on the Purchase Order/Contract. Invoices shall show the UOSA Purchase Order or Contract number and either the social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and are subject to review and approval by the UOSA Project Manager.
- B. Partial Payments: Requests for partial payments or advance payments must be submitted as part of the Price Bid or Offer along with a justification. UOSA reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder/Offeror must waive the requirement in order to remain in consideration.
- C. Refunds: If the Contractor is declared to be in default, UOSA will be eligible for a full and immediate refund for payments made to the Contractor.

4.30 Payment Clauses Required in All Contracts

Section § 2.2-4352 of the Virginia Public Procurement Act and UOSA's Purchasing Department Policies and Procedures Manual requires that any contract awarded by UOSA include the following clauses:

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by UOSA for work performed by any subcontractor(s) under the contract:
 - 1. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from UOSA attributable to the work performed by the subcontractor under that contract; or
 - 2. Notify UOSA and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- B. Bidders/Offerors shall include in their bid/proposal submissions either: (1) if an individual contractor, their social security numbers; and (2) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- C. The Contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from UOSA for work performed by the subcontractor under the Contract, except for amounts withheld as allowed under A above
- D. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.
- E. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- F. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of UOSA. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

4.31 Permits and Inspections (where applicable)

- A. The Contractor shall obtain and provide any and all required permits from the appropriate local authority.
- B. The Contractor shall be responsible for scheduling all inspections and performing all work necessary for testing and inspections as required by any and all authorities having jurisdiction during the course of Work.

4.32 Price Firm Period and Cost Increases

Bid/Proposal Prices:

Pricing shall be firm and fixed as originally bid/proposed and accepted. Contract pricing for additional materials, options, accessories, labor (including subcontractors), etc., will be firm and fixed for the initial 12-month contract period. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item. All charges shall be included in the price bid on the Bid Summary Sheet or provided as a Cost Proposal in response to an RFP. Any provision of the Contract Documents which imposes any responsibility or performance obligation upon the Contractor shall be deemed to include the phrase 'within the contract price'.

Annual Increases for labor, materials and maintenance:

- A. After the first year (and any year thereafter), contract prices may not be increased by more than the Cost of Living as indicated in the Consumer Price Index – Urban (i.e., “CPI-U”) for the calendar month ending two months before the expiration month of the then current contract year.
- B. Increases based upon factors other than the CPI (e.g., Force Majeure, etc.) may be submitted when and, as they occur providing that sufficient detailed supporting documentation is included with the request. UOSA reserves the right to reject any such request or negotiate a mutually agreeable price.
- C. UOSA reserves the right to periodically check market pricing for similar services. Based upon those findings UOSA reserves the right to require the Contractor to enter into negotiations to arrive at pricing consistent the competitive marketplace. Failure to arrive at acceptable contract pricing may result in cancellation and rebid the contract.

4.33 Release of Liens and Claims (where applicable)

The Contractor hereby acknowledges and agrees that UOSA is an agency of the Government and as such its property is immune from mechanic's liens. The Contractor hereby waives any and all mechanic's rights it may purport to have, and agrees that it shall neither file nor assert any such lien claim.

As a condition precedent to final payment for the Work, the Contractor shall sign and deliver to UOSA a release of liens and claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limiting the generality of the foregoing, all payrolls, amounts due to subcontractors, accounts for labor performed and materials and equipment furnished, incidental services liens, and judgments.

4.34 Rider Clause

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity to enter into a contract for the services described and defined herein, with the successful Bidder/Offeror.

4.35 Safety Program and Contractor's Compliance (where applicable)

If applicable to this contract:

- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
 - i. The Virginia Uniform Statewide Building Code,
 - ii. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes),
 - iii. Virginia Department of Health (VDH) regulations,
 - iv. Virginia Department of Environmental Quality (DEQ) regulations,
 - v. Virginia-OSH (VOSH) regulations, and
 - vi. National Electric Code (NEC).
- B. The Contractor shall have a current written safety program, that complies with all applicable OSHA and VOSH standards for General Industry regulations, and if required, a written Permit Required Confined Space Entry Program that complies with VOSH Standard Confined Space Entry Standard 1910.146. A copy of these programs shall be provided to the Purchasing Manager with the Contractor's general safety program not later than seven days after contract award and before beginning Work.

If the Work requires working in a confined space, the Contractor shall utilize only personnel trained for confined space entry and shall provide all entry equipment including atmospheric test equipment.
- C. Contractor's employees shall wear hard hats and steel toe shoes while working in all applicable areas.

4.36 Superintendence by Contractor (where applicable)

- A. The Contractor shall have a competent Field Supervisor, satisfactory to UOSA, on the job site at all times during the progress of the Work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work under contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Project Manager, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the project. The Contractor shall not employ on the Project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, UOSA or UOSA's separate Contractors and their subcontractors.
- C. UOSA may, in writing, require the Contractor to remove from UOSA property, any employee UOSA deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

4.37 Taxes

UOSA is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. UOSA's federal tax identification number is 54-0902952.

4.38 Termination of Contract

- A. For Convenience: The performance of work under this Contract may be terminated by UOSA in accordance with this clause in whole, or from time to time in part, whenever UOSA shall determine that such termination is in the best interest of UOSA. UOSA will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The laws of Virginia hereunder, including the determination of the rights and obligations of the parties, shall govern termination.
- B. For Default: If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, UOSA may terminate the Contract by written Notice to the Contractor. The Notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at UOSA's option, become UOSA's property. UOSA shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, 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 and UOSA can affirmatively collect damages. The laws of Virginia shall govern termination, including the determination of the rights and obligations of the parties to the contract.

4.39 Unit Prices Prevail (where applicable)

The Price Bid or Offered as a Cost Proposal shall include a complete listing of all prices (annual maintenance, labor, materials, training, etc.). Any work performed beyond the scope of the contract and within the first 12 months after contract award shall be at the prices specified in Bid Summary Sheet or Cost Proposal Volume of the proposal. In the event of a conflict between unit prices and extended prices, the unit price shall prevail. All prices bid or offered as part of a cost proposal shall be complete and accurate as submitted.

4.40 UOSA's Rights to Software and Documentation

All materials generated under the Contract shall be considered work made for hire. Also, UOSA shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this Contract, including without limitation, unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person, including the

Contractor, from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such Rights to UOSA.

Contractor warrants that all documentation provided under an order shall be of sufficient quality and detail to pass without objection in the trace and to enable outside parties and User staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

4.41 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

End of Section 4

ATTACHMENT A - PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Any falsification or misrepresentation contained in the statement submitted by bidder/offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by UOSA.

Please complete the following by checking the appropriate line that applies and provide the required information.

The undersigned bidder/offeror:

1. ____ is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Bidder's/Offeror's current valid identification number issued by the SCC is _____. (The SCC number is NOT your federal tax identification number). **-OR-**
2. ____ is a sole proprietor and no SCC number is required. **-OR-**
3. ____ 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's/Offeror's out-of-state location. Bidder/Offeror shall include with this 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. ____ has obtained a Certificate of Authority to do Business in the Commonwealth of Virginia from the SCC and has included a copy of the certificate with this proposal. **-OR-**
5. ____ 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 proposals (UOSA reserves the right to determine in its sole discretion whether to allow such waiver.)

Signature: _____ **Date:** _____

Name: _____
(print)

Title: _____

Name of Firm: _____

End of Attachment A

ATTACHMENT B – QUALIFIED SERVICE CATEGORIES

Please check the appropriate box/boxes below to indicate which platforms you are qualified to support and for which you would like to be considered for award.

-
- ☐ HMI systems & software (including Wonderware system Platform, Classic InTouch, OIT)
 - ☐ Modicon PLC products (Momentum, Quantum, etc)
 - ☐ Schneider Electric Software - Concept, Unity and ProWORX32
 - ☐ Allen-Bradley PLC products (SLCs, MicroLogix, PanelView, etc)
 - ☐ Rockwell Automation/Allen-Bradley, RSLogix500
 - ☐ OSIsoft Plant Information System (PI Server, Process Book, and PI DataLink)
 - ☐ Paragon Backup and Restore, VM EXSi, VMware vSphere
 - ☐ Wireless I/O and SCADA products
 - ☐ Wireless Phoenix Contact Radio and I/O
 - ☐ Networking, VLAN, and communications as applied to SCADA systems (Ethernet, fiber optics, wireless, DFI, Profibus, Modbus/TCP, RoviSys OPC)
 - ☐ Network switches, firewall and VPN devices
 - ☐ HTML/web applications (HTML, ASP, VBScript, JavaScript)
 - ☐ Windows Network administration (DNS, Active Directory, etc.)
 - ☐ Tivoli/IBM BigFix
 - ☐ MS SQL*Server
 - ☐ Fiber optic cable termination and testing.
 - ☐ Cybersecurity using NIST 800.82 and AWWA Process Control System Security Guidance for the Water Sector Frameworks
 - ☐ Other areas of support:

- ☐ Other custom software solutions offered:

End of Attachment B

ATTACHMENT C - TRANSMITTAL FORM

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein in accordance with the attached proposal and as may be mutually agreed upon by subsequent negotiation.

Company Name:			
Address:	Signature:		
Telephone:	Signed: _____ Date: _____		
Fax:	Printed: _____		
E-mail:	Title: _____		
Offeror's Federal ID Number			
Submission Checklist: Note: Your proposal submission must include all of the following documents			
UOSA Solicitation Disclosure Form		All Signed Addendums if issued	
Attachment A			
Attachment B			
Attachment C			

Acknowledge Receipt of Addenda:

The Offeror hereby acknowledges receipt of and compliance with the following Addendum(s) to this solicitation

_____, _____, _____, _____, _____, _____, _____

End of Attachment C