



January 10, 2017

ADDENDUM # 1

TO INVITATION FOR BID : IFB #17-06

The above numbered solicitation is amended as set forth below. The hour and date specified for receipt of offers:

- |  | is not extended;
- |  | is extended

**OFFERORS MUST ACKNOWLEDGE** receipt of this Addendum by one of the following methods:

- a. By SIGNING and RETURNING (1) copy of this Addendum with the bid;
- b. By acknowledgement of this Addendum on Transmittal Form and submitted with the bid;
- c. By referencing its receipt in your Transmittal Letter

If by virtue of this Addendum you desire to change a bid already submitted, such change may be made by letter, provided it includes reference to the solicitation and this Addendum and is received prior to the due hour and date specified.

#### DESCRIPTION OF ADDENDUM:

1. **Section 3.7.A – Proposal Organization** has been deleted in its entirety and replaced with the following (3.7.B remains unchanged):

#### 3.7 Proposal Organization

##### A. Technical Proposal:

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

- i. Transmittal Form,
- ii. UOSA Disclosure Form (*\*Notice – please be sure to complete fully the section of the Disclosure Form which addresses SCC ID. This ID number is NOT your Federal ID or Tax ID number. Offerors will be disqualified if this section is not completed and either a valid number, valid Certificate of Authority, or letter of valid exception from Offeror’s legal counsel is provided\**)
- iii. Company history and qualifications: The Offeror will briefly describe its company history, sales history, and history of performing work as described herein.
- iv. Written Narrative: Each Offeror must provide a written narrative that discusses the Offeror’s experience and the experience of the proposed project team members (*including resumes*) in providing the services described in Section 2. This Section should include a list of all local office and remote offices that may be used in providing services under any Contract awarded. Include any special qualifications, experience, awards, etc.
- v. Confirmation of Compliance with the Scope: The Offeror shall describe how the Offeror’s firm and team experience meet the description of work in Section 2 of this RFP. If any portion of the Work described cannot be met, the Offeror must identify the area that is not supported by the firm.
- vi. Description of any proposed use of subcontractors.
- vii. References (Attachment “A”)
- viii. Technical Proposals shall be limited in length to 30 (thirty) single sided pages.

2. **Section 3.10 – Evaluation Process** has been deleted and replaced with:

### 3.10 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 any individuals designated by UOSA. 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 Section 4.33 of this RFP regarding SCC ID validation. Any Offeror who does not comply with this requirement will be disqualified. Thereafter, each proposal will be reviewed for compliance with the remaining requirements of the 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 according to the criteria listed below:
  - i. Past performance – 25%
  - ii. Project team/key personnel qualifications and experience (including resumes) – 25%
  - iii. Company history, qualifications and capabilities – 20%
  - iv. Responsiveness and completeness of the proposal – 20%
  - v. Local presence in the metropolitan Washington, D.C. area. – 5%
  - vi. References – 5%

### 3. Section 4.26.B.ii has been deleted and replaced with:

Unless otherwise agreed to in the Contract Documents, invoices shall be submitted to UOSA on a monthly basis. Each monthly invoice shall be submitted in hard copy format only and shall include **all services** rendered for the 30 day period covered by that particular invoice. Each invoice shall also include detailed breakdown by Task to include names and position titles of staff who worked on service, dates worked (by day, not week), number of hours worked, rate of pay, subtotal of cost per person and total cost per person in a format as shown at Attachment D to this solicitation. The provided sample detail breakdown must be included with all invoices and include information for any/all Tasks being performed. Failure to provide detail may result in delay of payment. Failure to invoice for services within 120 days of the work being performed shall operate as a waiver of payment for such services. Final invoices shall be submitted to UOSA within one hundred twenty (120) days from the date of UOSA’s final acceptance of services provided by the Contractor.

Invoices shall be provided as below:

1 hard copy original (marked ORIGINAL) to UOSA Project Manager, CIS Section

1 hard copy duplicate (marked COPY) to UOSA Accounts Payable

Submission of invoices other than described herein are not acceptable and will not be paid

- 4. Transmittal Form – Attachment B, has been deleted and replaced with Exhibit A to this Addendum.
- 5. References – The requirement for FAX has been deleted. Proposers may use the alternate Reference Form found as Exhibit C to this Addendum.
- 6. Questions received by the second site visit deadline have been answered and provided as Exhibit B to this Addendum.

All other Terms, Conditions, and Specifications, and Drawings not otherwise changed remain as originally stated or as shown. Unless otherwise indicated on the first page of this addendum, the due date and time remains as originally submitted on the front cover sheet of the IFB.

**ISSUED BY:**

Upper Occoquan Service Authority

*Kristen S Hylton*

\_\_\_\_\_  
Kristen Hylton, Buyer I

**ACKNOWLEDGED BY:**

\_\_\_\_\_  
Company/Offeror Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

**Exhibit A  
RFP Attachment B – Transmittal Form**

**ATTACHMENT B - 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:	Federal ID Number:
Address:	Signature:
Telephone:	Signed: _____ Date: _____
Fax:	Printed: _____
E-mail:	Title: _____

**Submission Checklist:**

<b>Title</b>	<b>Included in Page Limit</b>	<b>Title</b>	<b>Included in Page Limit</b>
UOSA Disclosure Form	N	Company History/Qualifications	Y
Cover Letter	N	Written Narrative (including Resumes and Project Descriptions)	Y
Attachment A – References	N	Confirmation of Compliance with Scope/Exceptions to Scope	Y
Attachment B – Transmittal Form	N	Description of any proposed subcontractors	Y
Attachment C – Authorization to Transact Business in Virginia	N		
Signed/Acknowledged Addenda (if any)	N		

## Exhibit B – Answers to Questions Received by Deadline

1. In order to better respond to this RFP, can UOSA please elaborate on potential task order topics that may fall under this BOA contract?  
*A: Because this is a Blanket Ordering Agreement that potentially will last up to five years, the exact scopes of work are unknown at this time. RFP Section 2 contains a general description of the types of work that could be required.*
2. During the pre-proposal conference, it was mentioned that a copy of UOSA’s CIP with highlighted projects slated for completion under the BOA would be provided as part of the addendum. Considering that this additional information will allow for a more tailored proposal, will the proposal deadline be extended to allow sufficient time to digest and respond to the additional information?  
*A: A copy of the latest approved CIP, dated February 2016, will be included. However, it was never mentioned that projects slated for the BOA would be highlighted.*
3. Can you please provide the names of the incumbent firms currently holding this BOA contract?  
*A: Whitman Requardt & Associates, Gannet Fleming, Hazen & Sawyer, CH2M, & Black and Veatch*
4. The proposal is limited to 30 single sided pages and there is no mention of resumes. Confirm that the Authority requires resumes and please clarify if the resumes should be included in the 30 single sided page count.  
*A: Please see Item 1 of ‘Description of Addendum’.*
5. On page 8 of 23, Paragraph 3.8, Item C mentions “the attached” Disclosure Form. I’m not seeing anything with this title in the attachments. Is this the same thing as Attachment C – Proof of Authority to Transact Business in Virginia?  
*A: This Disclosure Form is the Form located on the page immediately following the Cover Page of the RFP. This Form is different from Attachment C. Both Forms must be completed and provided with the Proposal. Neither form counts toward the 30 page limit.*
6. Does the term Specifications refer to Section 2 (Part 2) of the RFP, or the Standard Terms and Conditions (Part 4) of the RFP or to other UOSA Specifications?  
*A: It refers to Section 2.*
7. Thank you for the recent preproposal meeting. During the meeting, it was asked by UOSA staff if there were any comments from offerors that might improve the RFP for the future. I would just note that the language in 3.7.A.ii and 3.8.C is a bit confusing when discussing the ‘UOSA Disclosure Form’ since this form is not identified as Attachment C and the title of Attachment C is not entitled ‘Disclosure Form’. This is not a formal question, just some information for your future reference.  
*A: Please refer to Question 5 above.*
8. It was also noted at the meeting that the 30 page limit includes resumes. I note that this same question came up during the last BOA procurement. At that time it was noted that UOSA is not specifically requiring resumes, but resumes could be included as an attachment that doesn’t count toward the 30

page limit if an offeror desired. You may want to review that past response to see if that interpretation is still applicable. From our perspective, we can do it however UOSA wants.

A: *Please refer to Question 4 above.*

9. We understand Attachments A, B, and C are not counted in the 30-page limit, is the Solicitation Disclosure Form counted in the 30-page limit?

A: *Please refer to Question 5 above.*

10. Can you clarify the intent of the “Past performance – 25%” in the evaluation process? Is this overall past performance, or is it for work with UOSA? If the latter, how do firms who have not worked with UOSA pass this criteria, or should they not submit? Do the points get redistributed somehow?

A: *It is overall past performance for any agency, including, but not limited to UOSA.*

11. Will UOSA consider the following:

Putting resumes in an Appendix (and not counting toward the 30-page limit)

A: *Resumes count toward 30 pages.*

Putting project descriptions in an Appendix (and not counting toward the 30-page limit)

A: *Project descriptions count towards 30 pages.*

Putting certain required forms in an Appendix (and not counting toward the 30-page limit)

A: *Required (UOSA-supplied) forms do not count toward 30 pages.*

Deleting the requirement for fax numbers for references as many don't maintain fax machines

A: *Agreed – delete fax number requirement – see Exhibit C*

12. Please confirm the required forms (Attachments A, B, C and the UOSA Solicitation Disclosure) are not counted in the 30-page limitation.

A: *Confirmed.*

13. No mention was made in the RFP regarding personnel resumes. Would you like resumes for key personnel included in an appendix that does not count against the 30-page limitation?

A: *Refer to Item 1 of the Addendum.*

14. Please confirm if Attachment C should be included in an Appendix or elsewhere in the Proposal.

A: *Attachment C should be included in the same location as your other required forms.*

15. Is it acceptable to provide a cover letter and table of contents that do not count against the 30-page limitation?

A: *It is acceptable and they will not/not count towards the 30 pages.*

16. Please elaborate what is included and excluded in the 30-page limit. Are the required forms include in this page limit?

A: *The required forms, cover letter and any Table of Contents are not/not included in the 30 page count. Everything else is part of the 30 page count. Please see Item 4 of the Addendum and Exhibit A for a full listing of inclusions/exclusions of the page limit.*

17. Would you like us to include resumes or project sheets? If so, are these included in the 30-page limit?

A: *Resumes are included as amended by Item 4 of this Addendum. However, as the Proposer, you should include whatever other documents you feel best demonstrates the qualifications and experience of your firm and personnel. These will all be part of the 30 page count.*

18. Can 11 x 17 pages be used, and do they count as one page?

A: *11x17 pages will count as two (2) pages towards the 30 page count.*

**Exhibit C – Alternate Reference Form**

**References – Alternate Form**

**OFFERORS' NAME:** \_\_\_\_\_

*Using the format listed below, Offeror must provide at least five references. At least three references must be for clients that you have provided similar or equivalent services. UOSA reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.*

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

E-MAIL:

Project Name:



**UOSA 2016 CIP**

Project	Funding Source	Cost Category	ACT 2009-2014	ACT 2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Feb 2016 Forecast	Jan 2015 Forecast	Feb 2016 vs Jan 2015
Nutrient Cop Phase 1 Centrate Equalization Old AAs to MLE	1	Construction	9.21	0.02											9.23	9.21	0.02
	1	Admn/Engr/Legal/Other	4.44	0.02											4.46	4.45	0.01
	1	Sub-Total	13.65	0.04											13.69	13.66	0.03
Nutrient Cop Phase 2 Add Clarifiers & RAS or Add New Reactor	1	Construction	0.00		0.00	0.00	0.00	0.00	0.79	9.79	9.79				29.37	33.13	-3.76
	1	Admn/Engr/Legal/Other	0.01		1.45	1.45	1.45	2.37	2.37	2.37	2.34				13.81	11.61	2.20
	1	Sub-Total	0.01		1.45	1.45	2.37	12.16	12.16	12.16	12.13				43.18	44.74	-1.56
<b>Nutrient Cap Total</b>	<b>1</b>	<b>Total</b>	<b>13.66</b>	<b>0.04</b>	<b>1.45</b>	<b>1.45</b>	<b>2.37</b>	<b>12.16</b>	<b>12.16</b>	<b>12.16</b>	<b>12.13</b>			<b>56.87</b>	<b>58.40</b>	<b>-1.53</b>	
Cub Run Gravity Delivery System Phase I	3	Construction	13.64	-0.04											13.61	13.65	-0.04
	3	Admn/Engr/Legal/Other	2.50	0.10											2.60	2.50	0.10
	3	Sub-Total	16.14	0.06											16.21	16.15	0.06
Cub Run Gravity Delivery System Phase II	3	Construction				0.00	0.00	0.81	0.80						1.61	1.61	0.00
	3	Admn/Engr/Legal/Other				0.08	0.19	0.15	0.14						0.56	0.56	0.00
	3	Sub-Total				0.08	0.19	0.96	0.94						2.17	2.17	0.00
<b>Cub Run Total</b>	<b>3</b>	<b>Total</b>	<b>16.14</b>	<b>0.06</b>		<b>0.08</b>	<b>0.19</b>	<b>0.96</b>	<b>0.94</b>					<b>18.38</b>	<b>18.32</b>	<b>0.06</b>	
FBDS-1 Flat Branch PS & FM	4	Construction	45.05	3.35	0.38										48.78	49.31	-0.53
	4	Admn/Engr/Legal/Other	7.83	0.61	0.09										8.53	8.61	-0.08
	4	Sub-Total	52.88	3.96	0.47										57.32	57.92	-0.61
FBDS-2 Flat Branch Interceptor	4	Construction	10.10												10.10	10.10	0.00
	4	Admn/Engr/Legal/Other	1.89												1.89	1.89	0.00
	4	Sub-Total	11.98												11.99	11.99	0.00
FBDS-3 Winters Branch PS & FM	4	Construction	11.05												11.05	11.05	0.00
	4	Admn/Engr/Legal/Other	2.70												2.70	2.70	0.00
	4	Sub-Total	13.75												13.75	13.75	0.00
FBDS-4 Uberia Interceptor	4	Construction	5.55	-0.08											5.47	6.14	-0.67
	4	Admn/Engr/Legal/Other	2.96	0.06											3.02	3.06	-0.04
	4	Sub-Total	8.50	-0.02											8.49	9.20	-0.71
FBDS-5 Russia Branch PS & FM	4	Construction	5.72												5.72	5.72	0.00
	4	Admn/Engr/Legal/Other	1.46												1.46	1.46	0.00
	4	Sub-Total	7.19												7.18	7.18	0.00
FBDS-6 Cockrell Branch	4	Construction	3.69												3.69	3.69	0.00
	4	Admn/Engr/Legal/Other	0.80												0.80	0.80	0.00
	4	Sub-Total	4.50												4.49	4.49	0.00
FBDS-7 Yorkshire Park Interceptor	4	Construction	0.00			0.00	0.00	0.00	1.42	2.12					3.54	3.54	0.00
	4	Admn/Engr/Legal/Other	0.02		0.24	0.24	0.24	0.25	0.37	0.38					1.26	1.26	0.00
	4	Sub-Total	0.02		0.24	0.25	0.24	0.25	1.79	2.50					4.80	4.80	0.00
FBDS-8 Manassas Northside Interceptor	4	Construction	0.00	0.01	0.96	0.65									1.62	2.39	-0.77
	4	Admn/Engr/Legal/Other	0.15	0.30	0.25	0.12									0.82	0.93	-0.11
	4	Sub-Total	0.15	0.31	1.21	0.77									2.44	3.32	-0.88
FBDS-9 Old Centreville Interceptor	4	Construction	0.00			0.00	0.00	0.00	1.48	0.37					1.85	1.85	0.00
	4	Admn/Engr/Legal/Other	0.02		0.06	0.06	0.13	0.13	0.26	0.07					0.67	0.67	0.00
	4	Sub-Total	0.02		0.06	0.13	0.13	1.74	0.44	0.44					2.52	2.52	0.00
FBDS-10 Other Interceptor Work	4	Construction	0.00					0.00	0.15	1.00					1.00	1.00	0.00
	4	Admn/Engr/Legal/Other	0.02	0.00				0.02	0.15	0.18					0.37	0.37	0.00
	4	Sub-Total	0.02	0.00				0.02	0.15	1.18					1.37	1.37	0.00
<b>Delivery Systems Total</b>	<b>4</b>	<b>Total</b>	<b>99.00</b>	<b>4.25</b>	<b>1.68</b>	<b>0.83</b>	<b>0.37</b>	<b>3.68</b>	<b>4.12</b>	<b>4.12</b>				<b>114.33</b>	<b>116.54</b>	<b>-2.21</b>	
RM Phase 1 CIP	5	Construction	6.82	0.30	0.00	0.00	1.17	1.57	0.39						10.25	10.07	0.18
	5	Admn/Engr/Legal/Other	2.09	0.01	0.06	0.31	0.26	0.24	0.07						3.05	3.37	-0.33
	5	Sub-Total	8.91	0.31	0.06	0.31	1.43	1.81	0.46						13.30	13.44	-0.15

February 2016 CIP Update

UOSA CAPITAL IMPROVEMENT PROJECTS (millions of dollars)

EXHIBIT 1

Project	Funding Source	Cost Category	ACT 2009-2014	ACT 2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Feb 2016 Forecast	Jan 2015 Forecast	Feb 2016 vs Jan 2015
Bldg H/I Improvements Sludge Press Replacements	5	Design/Build	1.21	4.84	2.91										8.95	8.85	0.11
	5	Admn/Bidding/Legal/Other	1.25	0.74	0.11										2.10	1.63	0.47
	5	Sub-Total	2.46	5.58	3.02										11.06	10.48	0.58
Bldg. Q Improvements	5	Construction	7.19	0.11											7.31	7.82	-0.52
	5	Admn/Engr/Legal/Other	2.56	0.29											2.84	2.92	-0.07
	5	Sub-Total	9.75	0.40											10.15	10.74	-0.59
Recarbonation Clarifier Improvements	5	Construction	0.40	0.85	0.27										1.52	1.54	-0.02
	5	Admn/Engr/Legal/Other	0.47	0.36	0.20										1.03	0.97	0.06
	5	Sub-Total	0.87	1.21	0.47										2.54	2.51	0.04
GAC Improvements - Furnace Replacement or Ozon/BAC	5	Construction	0.00	0.00	0.00	0.00	0.00	0.00	4.59	6.14	1.54				12.27	12.27	0.00
	5	Admn/Bidding/Legal/Other	0.02	0.16	0.60	0.56	0.56	0.56	1.15	0.92	0.23				4.76	5.54	-0.78
	5	Sub-Total	0.02	0.16	0.60	0.56	0.56	0.56	5.74	7.06	1.77				17.03	17.81	-0.78
S/I UST & Fuel Station Improvements	5	Design/Build	0.00		0.10	0.30	0.18								0.58	0.00	0.58
	5	Admn/Engr/Legal/Other	0.00		0.01	0.02	0.01								0.04	0.00	0.04
	5	Sub-Total	0.00		0.11	0.32	0.19								0.62	0.00	0.62
Bldg U Centrifuge Improvements	5	Construction	0.00			1.69									1.69	0.00	1.69
	5	Admn/Engr/Legal/Other	0.00		0.01	0.29	0.30								0.59	0.00	0.59
	5	Sub-Total	0.00		0.11	0.29	1.99								2.28	0.00	2.28
CS4 Solids Bldg U Improvements	5	Construction	0.00										1.20	2.64	0.00	0.00	3.84
	5	Admn/Engr/Legal/Other	0.00										1.20	2.64	0.00	0.00	3.84
	5	Sub-Total	0.00										2.40	5.28	0.00	0.00	7.68
RM Primary Clarifier & Odor Control	5	Construction	3.51												3.51	3.51	0.00
	5	Admn/Engr/Legal/Other	0.83												0.83	0.83	0.00
	5	Sub-Total	4.34												4.34	4.34	0.00
RM Bldg S/I	5	Design/Build	0.01												0.01	0.01	0.00
	5	Admn/Bidding/Legal/Other	0.27												0.27	0.27	0.00
	5	Sub-Total	0.28												0.28	0.28	0.00
CIP Funded	5	Construction	7.79	-0.02	0.00	1.01	2.03								10.80	11.16	-0.35
	5	Admn/Engr/Legal/Other	1.15	0.02	0.00	0.55	0.36								2.08	2.11	-0.03
	5	Sub-Total	8.94	-0.01	0.00	1.56	2.39								12.88	13.27	-0.39
Energy Projects AWT	5	Construction	0.00	0.00	2.22	4.46	4.47	4.46	2.22						17.83	23.95	-6.12
	5	Admn/Engr/Legal/Other	0.13	0.86	1.35	0.80	0.81	0.80	0.40						5.15	6.19	-1.04
	5	Sub-Total	0.13	0.86	3.57	5.26	5.28	5.26	2.62						22.98	30.14	-7.16
Chemical Treatment Improvements	5	Construction	0.00	0.00	0.00	1.45	3.31	3.31	3.30	1.65					13.22	19.20	-5.98
	5	Admn/Engr/Legal/Other	0.18	0.23	1.30	0.94	0.61	0.60	0.60	0.3					4.76	5.94	-1.18
	5	Sub-Total	0.18	0.23	1.30	2.39	3.92	3.91	3.90	1.95					17.98	25.14	-7.16
Phase 2 RM CIP	5	Construction	0.00		0.00	0.00	2.71	3.42	6.32	5.92	3.75	6.37	3.77		32.46	27.12	5.34
	5	Admn/Engr/Legal/Other	0.00		0.36	0.50	0.74	1.38	1.71	1.08	1.12	1.08	0.64		8.61	6.73	1.88
	5	Sub-Total	0.00		0.36	0.50	3.45	5.00	8.03	7.00	4.87	7.45	4.41		41.07	33.85	7.22
RM CIP Total	5	Total	35.87	8.75	9.49	11.39	19.21	16.54	20.75	16.01	6.64	7.45	5.61	2.64	160.36	162.01	-1.66
Hydraulic Improvements	6	Construction	4.43												4.43	4.43	0.00
	6	Admn/Engr/Legal/Other	1.35												1.35	1.35	0.00
	6	Total	5.78												5.78	5.78	0.00
Primary Clarifier & Odor Control	7	Construction	3.77												3.77	3.77	0.00
	7	Admn/Engr/Legal/Other	0.74												0.74	0.74	0.00
	7	Sub-Total	4.50												4.51	4.51	0.00

February 2016 CIP Update

UOSA CAPITAL IMPROVEMENT PROJECTS (millions of dollars)

EXHIBIT 1

Project	Funding Source	Cost Category	ACT 2009-2014	ACT 2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Feb 2016 Forecast	Jan 2015 Forecast	Feb 2016 vs Jan 2015
Second Dryer	7	Construction	10.24	0.01											10.24	10.24	0.01
	7	Admn/Engr/Legal/Other	2.27	0.06											2.33	2.27	0.06
	7	Sub-Total	12.51	0.07											12.58	12.51	0.07
Furnace Expansion	7	Construction	7.02												7.02	7.02	0.00
	7	Admn/Engr/Legal/Other	2.17												2.17	2.17	0.00
	7	Sub-Total	9.19												9.19	9.19	0.00
Fourth Centrifuge	7	Construction	1.27												1.27	1.27	0.00
	7	Admn/Engr/Legal/Other	0.76												0.76	0.76	0.00
	7	Sub-Total	2.03												2.03	2.03	0.00
P54 Bldg S/I Improvements	7	Design/Build	1.50												1.50	1.49	0.01
	7	Admn/Bidding/Legal/Other	0.60												0.60	0.59	0.01
	7	Sub-Total	2.10												2.10	2.08	0.02
Completed P54 Projects	7	Construction	-0.81	0.00											-0.81	-0.81	0.00
	7	Admn/Engr/Legal/Other	0.19	0.00											0.18	0.18	0.00
	7	Sub-Total	-0.62	0.00											-0.63	-0.63	0.00
Wetlands Mitigation	7	Construction	0.10												0.10	0.10	0.00
	7	Admn/Engr/Legal/Other	0.03												0.03	0.03	0.00
	7	Sub-Total	0.13												0.13	0.13	0.00
P54 Plant Total	7	Total	29.83	0.07											29.90	29.82	0.08
		Grand Totals	200.30	13.17	12.62	13.75	21.22	20.27	37.53	32.29	18.77	7.45	5.61	2.64	385.62	390.88	-5.26
		Cumulative Totals		213.47	226.09	239.84	261.06	281.33	318.86	351.15	369.92	377.37	382.98	385.62			
		January 2015 Forecast		21.48	17.83	30.54	32.27	34.12	28.64	21.40	1.31	1.73	1.26	0.00			
		Jan 2015 vs Feb 2016		-8.31	-5.21	-16.79	-11.05	-13.85	8.89	10.89	17.46	5.72	4.35	2.64	-5.26		

Funding Types: 1 - Nutrient Cap, 2 - Reserved for Plant Expansion, 3 - Cub Run Delivery System, 4 - Flat Branch Delivery System, 5 - Reserve Maintenance R&R via CIP



# UPPER OCCOQUAN SERVICE AUTHORITY

## REQUEST FOR PROPOSALS #17-06

### FOR

## PROFESSIONAL ENGINEERING SERVICES

<b>Issued By:</b>  <b>Purchasing Department</b> <b>Administration Building</b> <b>14631 Compton Road</b> <b>Centreville, Virginia 20121-2506</b> <b>Tel. 703-830-2200</b> <b>Fax. 703-830-5934</b> <b>E-mail: <a href="mailto:Purchasing@uosa.org">Purchasing@uosa.org</a></b>	<b>Date Issued:</b>	<b>Monday, December 12, 2016</b>
	<b>Optional Pre-proposal Conference:</b>	<b>Thursday, January 5, 2017, 10:00 a.m.</b> <b>Sellman Meeting Center</b>
	<b>Deadline For Questions:</b>	<b>Friday, January 6, 2017, 5:00 p.m.</b>
	<b>Proposals Must be Received On Or Before:</b>	<b>Thursday, January 19, 2017, 2:00 p.m.</b>

*NOTICE: Firms who have received this solicitation package from a source other than UOSA's Purchasing Office should immediately contact UOSA's Purchasing Department and provide their name and mailing address in order that amendments to this solicitation or other communications can be sent 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.*

**UOSA SOLICITATION DISCLOSURE FORM**

RFP Number: 17-06

RFP Due Date: January 19, 2017

RFP Title: Engineering Services BOA

RFP Due Time: 2:00 p.m.

**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 – C) and must include it, along with any required supporting documentation, with their submission.

Initial here  to indicate that Attachment – C 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 \_\_\_\_\_

**This form must be included with your submission**

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## SECTION 1

### 1. SUMMARY INFORMATION

#### 1.1 Introduction

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 include 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 capacity of 54 million gallons per day (“mgd”) and a regional system of interceptor sewer lines, pump stations and force mains that deliver sewage from the four member jurisdictions to the treatment plant.

#### 1.2 Objective

- A. This Request For Proposal (RFP) invites written proposals to provide on-call/as needed professional engineering services necessary for construction of various UOSA delivery systems and facilities improvement projects as well as to support technical operations and maintenance or utility management studies as required.
- B. Professional engineering services projects may include, but are not limited to, preliminary engineering reports, pre-design and design services, documentation as required for permitting and construction activities, project management activities, field support during construction, operations and maintenance studies, utility management studies, implementation or other related engineering tasks deemed necessary by UOSA. The prospective Offeror shall be qualified to provide such services, and include proof of such qualifications in its proposal.
- C. UOSA reserves the right to retain more than one firm to address various engineering services that it anticipates in the future. The form of the Contract will be a Basic Ordering Agreement (BOAs) that includes labor rates, multipliers, and terms and conditions, coupled with future Task Orders (TOs) that will specify the scope of the engineering services.
- D. Engineering services for UOSA delivery systems and facilities improvement projects as well as support for technical operations and maintenance or utility management studies may be authorized by separate Task Orders resulting from this procurement. Any additional Task Order assignments shall be at the sole discretion of UOSA.

#### 1.3 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 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. Basic Ordering Agreement (BOA)** - Form of Agreement that includes labor rates, multipliers, and terms and conditions that will be the basis for negotiated costs for specific projects that may be assigned to the Contractor in the future. The specific negotiated costs and scope of services will be spelled out in a separate document called a Task Order (TO). This RFP, the Contractor’s responding proposal, the executed BOA, any executed TOs, including any amendments thereto, and a Purchase Order will be combined to form the Contract Documents.
- D. Committee** – means the Evaluation Committee.
- E. Contract** – means the formal written acceptance of an offer by UOSA. The Contract will include the executed BOA, the executed TO, including any amendments thereto, and a Purchase Order
- 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.
- 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. Engineering Firm** – The Offeror who enters into a Contract with the Owner to provide Professional Engineering Services.
- K. Evaluation Committee** – The Evaluation Committee is the group of individuals appointed to review, evaluate, and rank each proposal, and make a recommendation for award.
- L. 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.
- M. 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.
- N. Notice to Proceed** – A UOSA approved and fully executed Task Order will constitute the Notice to Proceed.
- O. Offeror** – A firm or company that submits a proposal to UOSA in response to this RFP.
- P. Owner** – The Upper Occoquan Service Authority.
- Q. Project Manager** – means the UOSA employee assigned to any particular Task Order for purposes of oversight of that specific project. The Project Manager is responsible for all aspects of the Contract after Contract award, including but not limited to approving design changes, and authorizing payment for completed work, etc.
- R. 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.

- S. **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.
- T. **Shall** – Has the same meaning as the word “Must”.
- U. **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.
- V. **Task Order (TO)**- A Task Order document is combined with a Basic Ordering Agreement (BOA), the Purchase Order, this RFP, the winning Offeror’s proposal and any approved amendments to these documents to form the complete Contract Documents. The Basic Ordering Agreement contains the labor rates, multipliers and terms and conditions that will be the basis for the negotiated cost for the specific project that will be spelled out in the TO. The TO will also spell out the Scope of Work for the specific project.
- W. **Technical Proposal** – An unpriced proposal that sets forth in detail that which a vendor proposes to furnish in response to a solicitation.
- X. **Work** – The entire completed deliverable 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 for the deliverables, all as required by the Contract Documents. Work means the same as “Project”.

**END SECTION 1**

## SECTION 2

### 2. SPECIFICATIONS

#### 2.1 Scope of Work

The Engineering Firm(s) shall be capable of providing the following services:

- A. Engineering study, surveying, and design services related to treatment plant, piping systems, dam and reservoir, storm water system and pump station operations and improvements projects. Projects will likely include some or all of the following engineering disciplines: civil, mechanical, electrical, instrumentation, and process controls design.
- B. Technical support for UOSA's operations;
- C. Bidding and Award services, which may include attendance at the Pre-Bid Conference, preparation of meeting minutes from the Pre-Bid Conference, develop responses to questions from the bidders, preparation of addenda to the Contract Documents, review of Bids and qualifications of the lowest Bidder, and recommendation to the Owner regarding Notice of Award.
- D. Attendance and possible presentations at public meetings and UOSA's monthly Board meeting;
- E. Meet with affected landowners and assist UOSA in obtaining regulatory approvals from the state and local agencies;
- F. Surveying work including, but not limited to, easement, plat, and deed review, research, and preparation; property boundary stakeout; and construction project stakeout including horizontal and vertical control;
- G. Preparation of construction cost estimates and preliminary construction schedules; and
- H. Services during construction, which may include attendance at the pre-construction conference; project management; submittal review, preparation of responses to Contractor requests for information (RFIs) and review of other Contractor correspondence such as payment applications, monthly project schedule updates, change orders, etc.; field activities to include: field inspection to ensure Contract compliance; oversight of geotechnical testing to ensure Contract compliance and compliance with local codes and ordinances; review of Manufacturers' services, including owner training; start-up support to the Owner if necessary; post construction activities to include operation and maintenance manuals and preparation of record documentation (provide electronic file (disk) copies of documents with hard-copy submittals).
- I. Electrical system safety and health evaluations and reports.
- J. Preparation of Operations & Maintenance manuals and/or Standard Operating Procedures.
- K. Support to UOSA for evaluating regulatory issues and making recommendations on the same.

#### 2.2 References

Using Attachment "A", provide at least five references. At least three references must be for clients that you have provided similar or equivalent services. 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**

## SECTION 3

### 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:

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act.

- A. 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.
- B. 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

- A. 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 attention of the Purchasing Agent listed on the cover page, by the deadline also specified 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.
- B. 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 Optional Pre-Proposal Conference

UOSA will conduct an Optional Pre-Proposal Conference to give all potential Offerors an opportunity to collect necessary data and to seek answers to any questions which they may have concerning this service. UOSA will issue an addendum resulting from any clarification noted at the Pre-Proposal Conference; no oral changes will be considered. Attendance at this Conference is **OPTIONAL**. Failure to attend the Pre-Proposal Conference will not prohibit Offerors from submitting Proposals. However, it is recommended that potential Offerors attend the Pre-Proposal Conference, as no claims for misunderstandings or lack of information pertaining to these requirements will be considered by UOSA.

The Conference schedule is shown on the cover sheet of this Request for Proposal (RFP). The location of the Pre-Proposal Conference will be in UOSA's Sellman Meeting Room, located in Building "G" at 14631 Compton Road, Centreville, VA 20121. While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested Offerors are encouraged to attend to increase their chances of preparing acceptable Proposals.

### 3.4 Addenda to the RFP

UOSA reserves the right to amend this RFP at any time prior to the deadline for submitting proposals. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an Addendum that will be provided to all prospective Offerors who are on record with the Purchasing Agent as having received this RFP. 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 Agent, the deadline for receipt of proposals does not provide sufficient preparation time; the deadline shall be extended. Acknowledgment of the receipt of all Addenda is required from all Offerors receiving the RFP. Acknowledgement must be submitted by the final deadline for submission of proposals. Failure to acknowledge receipt of an Addendum may result in rejection of the proposal.

### 3.5 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.

### 3.6 Contractor Identification

All Offerors must include the following in their transmittal letter:

- A. Individual Contractors must provide their social security numbers.
- B. Proprietorships, partnerships, and corporations must provide their Federal Employer Identification Numbers.

### 3.7 Proposal Organization

- A. Technical Proposal:

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

- i. Transmittal Form,
- ii. UOSA Disclosure Form (*\*Notice – please be sure to complete fully the section of the Disclosure Form which addresses SCC ID. This ID number is NOT your Federal ID or Tax ID number. Offerors will be disqualified if this section is not completed and either a valid number, valid Certificate of Authority, or letter of valid exception from Offeror's legal counsel is provided\**)
- iii. Company history and qualifications: The Offeror will briefly describe its company history, sales history, and history of performing work as described herein.
- iv. Written Narrative: Each Offeror must provide a written narrative that discusses the Offeror's experience and the experience of the proposed project team members in providing the services described in Section 2. This Section should include a list of all local office and remote offices that may be used in providing services under any Contract awarded. Include any special qualifications, experience, awards, etc.
- v. Confirmation of Compliance with the Specification(s): The Offeror shall describe how the proposal meets UOSA's Specification. If any portion of the Specification cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.
- vi. Description of any proposed use of subcontractors.

- vii. References (Attachment “A”)
- viii. Technical Proposals shall be limited in length to 30 (thirty) single sided pages.

- B. Cost Proposal (this will be submitted at the discussion stage and is not required to be submitted with the Technical Proposals at the date/time due shown on the cover page of this solicitation)

At the discussion stage the Offerors with the highest ranked technical proposals may be requested to submit a written non-binding cost proposal. UOSA will provide detailed information regarding what will be required in the non-binding cost proposal at the time this information is requested.

### 3.8 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 B) 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 Offeror’s 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. The attached Disclosure Form must accompany the proposal. (*\*Notice – please be sure to complete fully the section of the Disclosure Form which addresses SCC ID. This ID number is NOT your Federal ID or Tax ID number. Offerors will be disqualified if this section is not completed and either a valid number, valid Certificate of Authority, or letter of valid exception from Offeror’s legal counsel is provided\**)
- D. Submit one (1) original and five (5) hard copy sets and 1 electronic copy of your Technical Proposal. 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.

All proposals must be submitted in a sealed package(s). The proposal should be submitted in sealed envelopes or packages, and identified as follows:

From: \_\_\_\_\_

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

### 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.

### **3.10 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 any individuals designated by UOSA. 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 Section 4.33 of this RFP regarding SCC ID validation. Any Offeror who does not comply with this requirement will be disqualified. Thereafter, each proposal will be reviewed for compliance with the remaining requirements of the 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 according to the criteria listed below:
  - i. Past performance – 25%
  - ii. Project team/key personnel qualifications and experience – 25%
  - iii. Company history, qualifications and capabilities – 20%
  - iv. Responsiveness and completeness of the proposal – 20%
  - v. Local presence in the metropolitan Washington, D.C. area. – 5%
  - vi. References – 5%

### **3.11 Acceptable and Unacceptable Proposals and Rejection of Proposals**

UOSA reserves the right to reject any or all proposals received. Proposals must meet or exceed the mandatory requirements of the Specifications 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,” i.e., does not have the capabilities in all respects to perform the Work required. The Committee may determine that a proposal meets the Specifications but does not raise itself to the competitive level of some or all of the other Offerors. In such instances, the Committee shall issue a determination that any and all such proposals are “not reasonably susceptible of being selected.” Proposals 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.

### **3.12 Award**

UOSA shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. Ranking of Offerors shall be performed using evaluation criteria listed in Section 3.10.

As stated in Section 3.7, offerors are not required to furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates

of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in Section 3.10 and all information developed in the selection process to this point, UOSA shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, then award shall be made to that offeror. Notwithstanding the foregoing, UOSA may award contracts to more than one offeror in accordance with Section 3.15 herein.

Should UOSA determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

### **3.13 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 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.

### **3.14 Contract Award (Multiple Contracts)**

UOSA reserves the right to award Contracts for Professional Engineering Services to one or more of the ranked Offerors. The UOSA Evaluation Committee may select one or more Contract awardees deemed to be the most advantageous to UOSA to perform the efforts anticipated. Subsequently, UOSA will select a Contract awardee most advantageous to UOSA to draft and perform task orders for engineering service projects under the Contract.

### **3.15 Term of Contract**

The initial Contract will be for one (1) year, with options to extend annually thereafter for up to four (4) additional one-year periods. Renewal will be at the sole option and discretion of UOSA. Renewal will be at the rates, terms and conditions contained within the executed Contract Documents, or as agreed to between the parties prior to Contract renewal.

UOSA expects to award Basic Ordering Agreement(s) in April, 2017.

### **3.16 Limitations to Term and Scope of Contract**

- A. The sum of all projects performed in one contract term (year) shall not exceed \$6 million.
- B. The project fee of any single project shall not exceed \$2,500,000.
- C. Any unused amounts from the first contract term shall not be carried forward to the subsequent term.
- D. The term will expire after one year or when the above caps are met, whichever comes first. Each succeeding term shall auto-renew unless UOSA notifies Contractor thirty (30) days prior to the then current expiration date that the Contract will not be renewed.

### **3.17 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.

**END SECTION 3**

## SECTION 4

### 4. STANDARD TERMS AND CONDITIONS

#### 4.1 Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to UOSA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by UOSA.

#### 4.2 Arrearage

By submitting an offer in response to this solicitation, the individual or firm submitting the 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. 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 herein 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 at any time and for any reason prior to award.

#### 4.7 Compliance With Laws

The 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 is not in arrears with respect to the payment of any monies due and owing UOSA, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all Contractor business licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

#### 4.8 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 of the Contract shall be valid or binding upon UOSA unless made in writing and signed by an agent of UOSA fully authorized by the Executive Director or his designee. Contract changes shall be in writing, and shall be on official UOSA letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the Executive Director or his designee.
- B. Changes can be made to the contract in any of the following ways :
- i. The parties may agree in writing to modify the scope of the Contract through the use of Task Orders. An increase or decrease in the price of a Task Order resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the any particular Task Order.
  - ii. The UOSA Project Manager may order changes within the general scope of a Task Order at any time by Notice to the Contractor. Changes within the scope of the Task Orders include, but are not limited to, things such as services to be performed, the method of delivery of services, and the place of delivery. The Contractor shall comply with the Notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give UOSA a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to UOSA's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the UOSA Project Manager with all vouchers and records of expenses incurred and savings realized. UOSA shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in 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 UOSA or with the performance of the Contract generally.

#### **4.9 Contractor's Responsibilities**

The Contractor shall be responsible for all products and/or services as required by this RFP. The use of subcontractors is prohibited, without prior written consent from UOSA.

#### **4.10 Debarment Status**

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting Offers 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.

#### **4.11 Delays**

- A. By UOSA: Task Orders released under the Contract may have time as the essence of the Contract. When those Task Orders include specific delivery schedules then time is critical for that specific project. The Contractor shall be entitled to an extension of time for delay caused by any act or any neglect of UOSA, or by any separate contractor employed by UOSA. The Contractor also shall be entitled to additional compensation for the costs or damages proximately and foreseeably resulting from unreasonable delay caused by UOSA due to causes within its control. As a condition precedent to any entitlement to either an extension of time or such additional compensation, the Contractor shall provide written Notice to UOSA at the time the delay begins or within seven (7) days thereafter, stating the circumstances of the occurrence of delay, the justification for the delay, the extension of time requested and the amount of additional compensation requested.
- B. By the Contractor: Task Orders released under the Contract may have time as the essence of the Contract. When those Task Orders include specific delivery schedules then time is critical for that specific project. Once started, a project must continue without delay or interruption, and unauthorized delays by the Contractor are prohibited. After prior written warning to the Contractor, UOSA may declare the Contractor in default for unacceptable delays. 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 redeeming security as agreed to by UOSA prior to Contract Award to recover any additional costs, lost funds and/or related expenses. This is not a limitation of UOSA's legal rights to recover damages due to Contractor default in any other way.

#### **4.12 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.

#### **4.13 Drug-free Workplace**

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

#### **4.14 Employment Discrimination**

The following provision is required to be in every contract of more than \$10,000 (Virginia Public Procurement Act, § 2.2-4311)

During the performance of any ensuing Contract, the Contractor agrees as follows:

- i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous



places, available to employees and applicants for employment, Notices setting forth the provisions of this nondiscrimination clause.

- ii. 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.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- A. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **4.15 Ethics in Public Contracting**

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this solicitation, are proper and in accordance therewith.

#### **4.16 Examination of Records**

The Contractor 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.

#### **4.17 Formation of Contract With Successful Offerors**

- A. "The Contract to be entered into as a result of this RFP shall be by and between the Offeror as Contractor and UOSA. The Contract Documents shall include the following items, which are listed in order of precedence:
- 1. The fully executed Contract between the parties;
  - 2. Any written Task Order(s) and amendments thereto;
  - 3. UOSA RFP #17-06, for the solicitation of proposals for Professional Engineering Services, dated December 12, 2016 and all addenda thereto, including but not limited to the Standard Terms and Conditions set forth in Section 4 of that RFP; and
  - 4. Any UOSA Purchase Orders issued under the fully executed Contract.
- 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 an Offer in response to this solicitation, the Offeror agrees to all Terms, Conditions and to the Specifications contained herein, unless and except as otherwise noted as an exception in the Offeror's proposal as required herein.

Any terms and conditions that the Offeror proposes to any terms and conditions required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132 must be submitted as part of the proposal. Other exceptions and proposed alternative Terms and Conditions may be submitted after the qualified offerors are ranked for negotiations in accordance with Paragraph 3.12.

- 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.

#### **4.18 Governing Law**

Notwithstanding 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 the Commonwealth. The Contractor shall also comply with all applicable federal, state and local laws, rules and regulations.

#### **4.19 Hours of Operation and Holidays**

UOSA's delivery system personnel work from 7:00 a.m. through 3:30 p.m. Monday through Friday excluding UOSA holidays. Access to work sites and work areas may be modified subject to the approval of the UOSA Project Manager. In any event and under all circumstances, the unilateral decision of the UOSA Project Manager regarding access to UOSA facilities shall be final. The following list identifies the twelve (12) UOSA Holidays that are normally taken:

New Year's Holiday (2 days)  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Holiday (2 days)  
Christmas Holiday (2 days)

#### **4.20 Incorporation by Reference**

- A. 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 proposal in response to this solicitation, all Offerors acknowledge the VPPA and agree to be bound by it. The VPPA may be accessed via the Virginia Department of General Services, Department of Purchases and Supply Website.
- B. The terms, conditions and specifications contained herein including any attachments or addenda are incorporated into any Contract issued as a result of this solicitation.

#### **4.21 Indemnification and Responsibility for Claims and Liability**

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

- A. The Contractor shall indemnify and save harmless UOSA, its officers, employees, agents and representatives from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them or any of them by reason of any negligent omission or negligent act of the Contractor, its agents, employees or subcontractors in the execution of any agreement resulting from RFP 17-06. In the event that Virginia adopts comparative negligence, Contractor's obligation to indemnify UOSA shall thereafter be limited to its degree of liability under such comparative negligence standard as is adopted.
- 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 Purchasing Agent 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. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with UOSA in the defense or investigation of any suit or action made or filed against Contractor as a result of or relating to the Contractor's performance under this Contract.
- E. The Contractor shall make reasonable efforts to determine any royalties and license fees necessary for the performance of the Contract. The Contractor shall inform UOSA in writing of all such royalties and license fees that are necessary for the performance of the work. 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 Contract resulting from royalties or license fees that are undisclosed to UOSA but should have been disclosed following a reasonable effort as set forth herein, and shall save UOSA harmless from any and all loss, including Attorneys' fees arising out of such claim.

#### **4.22 Non-Indemnification**

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.**

#### **4.23 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 the 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:
- |  |             |
|--|-------------|
| i. General Aggregate Limit<br>(Other than Products-Completed Operations) | \$1,000,000 |
| ii. Products-Completed Operations Aggregate Limit                        | \$ 500,000  |
| iii. Personal & Advertising Injury Limit                                 | \$ 500,000  |
| iv. Each Occurrence Limit  | \$ 500,000  |
| v. Professional Liability, E&O   | \$1,000,000 |
- D. 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 Contract and continuing for at least three (3) years after completion of Contract. Minimum coverage amount is \$1,000,000.
- E. 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.
- F. Certificates of Insurance: The Contractor shall provide the Purchasing Agent with a certificate of insurance evidencing the required coverage before commencing with the Work. Additionally, Contractor must provide the full endorsement listing UOSA as additional insured. A certificate noting that requirement is not sufficient proof of coverage.

#### 4.24 Liquidated Damages

UOSA reserves the right to include a mutually negotiated and agreed upon 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.

#### 4.25 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 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.

#### **4.26 Payment to Contractor**

- A. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at the UOSA Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect Offers of discounts for payment in less than 30 days, however.
- B. Invoicing:
- i. Unless otherwise agreed to in the Contract Documents, invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the Purchase Order/Contract. Invoices shall show the UOSA Task Order , Purchase Order and Contract numbers and either the social security (for individual Contractors) number or the federal employer identification number (for proprietorships, partnerships, and corporations) and are subject to review and approval by the UOSA Project Manager.
  - ii. Unless otherwise agreed to in the Contract Documents, invoices shall be submitted to UOSA on a monthly basis. Each monthly invoice shall include **all services** rendered for the 30 day period covered by that particular invoice. Each invoice shall also include detailed breakdown by Task to include names and position titles of staff who worked on service, dates worked (by day, not week), number of hours worked, rate of pay, subtotal of cost per person and total cost per person in a format as shown at Attachment D to this solicitation. The provided sample detail breakdown must be included with all invoices and include information for any/all Tasks being performed. Failure to provide detail may result in delay of payment. Failure to invoice for services within 120 days of the work being performed shall operate as a waiver of payment for such services. Final invoices shall be submitted to UOSA within one hundred twenty (120) days from the date of UOSA's final acceptance of services provided by the Contractor.
- C. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, UOSA shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

#### **4.27 Payment Clauses Required in all Contracts**

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any contract awarded by UOSA include the following clauses:
- i. 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:

- a. 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
  - b. 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.
- ii. Offerors shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
  - iii. 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 in subdivision 1.
  - iv. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one half (1/2) percent per month.
- B. 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.
- C. 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.

#### **4.28 Precedence of Terms**

By submitting a proposal in response to this solicitation, the Offeror agrees that the terms and conditions contained in this solicitation shall control any Contract arising from this solicitation. Any proposed terms and conditions, including any for a Contract that the Offeror proposes to use, shall be submitted as part of the Offeror's proposal. Terms and conditions submitted by an Offeror after the deadline for submitting proposals will be rejected and the Offeror will be held to the terms and conditions contained herein. Contract Award is contingent on the Offeror and UOSA agreeing on mutually acceptable terms and conditions. Failure to do so will automatically disqualify the Offeror from Contract Award. To the extent that a conflict arises or is found to exist between the Offerors' proposal 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.

#### **4.29 Price Firm Period**

Unless otherwise stated in this solicitation, best and final negotiated prices submitted shall be valid for a period of one hundred twenty (120) calendar days from the original due date of this RFP until such time a Contract is awarded, unless extended in writing. Unit pricing shall be firm and fixed as originally offered and accepted for the first 36 months of the Contract.

#### **4.30 Taxes Exemption**

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 tax identification number is 54-0902952.

#### **4.31 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.

#### **4.32 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.

#### **4.33 Qualified to Conduct Business in Virginia**

Pursuant to Section 2.2-4311.2. et. Seq., Virginia Code Annotated, any Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall be required to include in this proposal, the identification number issued to the Offeror by the State Corporation Commission. Any 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 or as otherwise required by law shall include in their proposal a statement describing why the Offeror is not required to be so authorized.

**END SECTION 4**

**ATTACHMENT A- REFERENCES:**

**OFFERORS' NAME:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_



**OFFERORS' NAME:** \_\_\_\_\_

4. **COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE:** (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

**FAX:** (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

5. **COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE:** (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

**FAX:** (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**This form must be included with your submission.  
End of Attachment A**

**ATTACHMENT B - 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.

<b>Company Name (printed)</b>	<b>Federal ID Number</b>
<b>Street (printed)</b>	<b>Telephone:</b>
<b>City, State, Zip (printed)</b>	
<b>Printed</b>	<b>Title</b>
	<b>Facsimile:</b>
<b>Signed</b>	<b>Dated</b>
	<b>E-mail:</b>
<b>F.O.B.:</b> (Shipments are FOB Destination unless otherwise specified)	<b>Shipment will be made in: _____ days after receipt of order.</b>

**This form must be included with your submission.  
End of Attachment B**

**ATTACHMENT C - 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 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 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 out-of-state location. Bidder shall include with this proposal documentation from their legal counsel which accurately and completely states why the Bidder 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:** \_\_\_\_\_

**This form must be included with your submission.  
End of Attachment C**

**ATTACHMENT D – SAMPLE INVOICE DETAIL**

<b>Task Order #:</b>		<b>001</b>			
<b>Billing Period</b>		<b>From:</b>	<b>12/1/2016</b>	<b>To:</b>	<b>12/31/2016</b>
<b>Task Description (including Task #):</b>					
<b>Task Order #001; Task Item 2.1 - Site Visits</b>					
<b>Name</b>	<b>Position</b>	<b>Date</b>	<b># Hours Worked</b>	<b>Rate</b>	<b>Total Billed</b>
John Doe	Technician	2-Dec	2	\$ 28.00	\$ 56.00
		5-Dec	4	\$ 28.00	\$ 112.00
		7-Dec	2	\$ 28.00	\$ 56.00
		<b>15-Dec</b>	<b>6</b>	<b>\$ 28.00</b>	\$ 168.00
		17-Dec	2	\$ 28.00	\$ 56.00
		20-Dec	2	\$ 28.00	\$ 56.00
		29-Dec	1	\$ 28.00	\$ 28.00
<b>John Doe</b>	<b>TOTAL Task 2.1 December:</b>		<b>15</b>		<b>\$ 532.00</b>
Jane Smith	Analyst	5-Dec	5	\$ 35.00	\$ 52.50
		8-Dec	2	\$ 35.00	\$ 70.00
		22-Dec	3	\$ 35.00	\$ 105.00
		29-Dec	2	\$ 35.00	\$ 70.00
<b>Jane Smith</b>	<b>TOTAL Task 2.1 December:</b>		<b>8.5</b>		<b>\$ 297.50</b>
<b>TOTAL TASK 2.1 December</b>					<b>\$ 829.50</b>
<b>Task Order #001; Task Item 1.6 - Document Preparation</b>					
<b>Name</b>	<b>Position</b>	<b>Date</b>	<b># Hours Worked</b>	<b>Rate</b>	<b>Total Billed</b>
John Doe	Technician	2-Dec	1	\$ 28.00	\$ 28.00
		5-Dec	5	\$ 28.00	\$ 140.00
		7-Dec	2	\$ 28.00	\$ 56.00
		<b>15-Dec</b>	<b>1</b>	<b>\$ 28.00</b>	\$ 28.00
		17-Dec	1	\$ 28.00	\$ 28.00
		20-Dec	1	\$ 28.00	\$ 28.00
		29-Dec	1	\$ 28.00	\$ 28.00
<b>John Doe</b>	<b>TOTAL Task 1.6 December:</b>		<b>12</b>		<b>\$ 336.00</b>
Jane Smith	Analyst	5-Dec	2	\$ 35.00	\$ 70.00
		8-Dec	1	\$ 35.00	\$ 35.00
		22-Dec	1	\$ 35.00	\$ 35.00
		29-Dec	1	\$ 35.00	\$ 35.00
<b>Jane Smith</b>	<b>TOTAL Task 1.6 December:</b>		<b>5</b>		<b>\$ 175.00</b>
<b>TOTAL TASK 1.6 December</b>					<b>\$ 511.00</b>