

Procurement Department
T: (703) 335-8925



BP RFP

REQUEST FOR PROPOSALS (RFP)

Date: November 19, 2018

SECTION II - CONFLICT OF INTERESTS

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

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

SECTION III COLLUSION

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

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

Signature

Date

Name (Printed)

Title

OFFEROR MUST COMPLETE AND RETURN THIS FORM WITH ITS PROPOSAL PACKAGE

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

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

SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS

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

- A. **IMPORTANT NOTICE TO POTENTIAL OFFERORS:** Receipt of this document does not indicate that the Service Authority has pre-determined Your qualifications to receive a contract or be selected for any work or project. Such determination will be made after the evaluation of Your Proposal Package compared to the specific requirements and qualifications contained in this RFP.

- B. The Service Authority has established for purposes of this RFP ,

condition which will not be waived by the Service Authority. Failure to comply with any mandatory requirement will render the Proposal Package non-responsive, and theref

pricing, issuing, and delivering future orders under the Basic Ordering Agreement. A Basic Ordering Agreement is not a contract.

3. **Change Order:** A written order to the Consultant or executed by the Service Authority, issued after execution of a Contract or PO, authorizing and directing an addition, deletion or revision of any nature or an adjustment in the price, schedule, quality or quantity of the Work. Any positive or negative change in the Contract constitutes a Change Order.
4. **Consultant:** The successful Offeror with whom a contract is executed pursuant to this RFP.
5. **Contract:**

Consultant to furnish the goods
and/or services promised in exchange for payment from the Service Authority. (When
I mean: a mutually
binding legal agreement between two or more parties.).
6. **Contract Administrator:** The Service Authority representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the resulting Contract Document, including price.
- 7.

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

E. Additional Definitions:

- 1.

5.3 Late Proposal Packages

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

5.4 Preproposal Conference

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

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

5.5 Questions Concerning RFP

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

E-mail: purchasinggroupemail@pwcsa.org

All questions must be received in writing.
- E. Failure by an Offeror to ask questions, request changes, or submit objections by the date requirements set forth in this RFP.

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

5.6

irregularities, or to re-advertise with either the identical or revised scope of work, if it is

5.11 Consultant Key Personnel

A. The Service Authority will be making its decisions on selecting the best qualified Offeror(s) based upon the informa

Proposal Package, You are representing that each person LWWLQJNF.SAYDkage,



Additionally, a CCM certification and a Professional Engineering license, registration in the Commonwealth of Virginia, of the O

2. Inspectors utilized for work under this contract shall prove certification in one or more of the following programs: National Institute for Certification in Engineering Technologies (NICET), Virginia Department of Transportation (VDOT), or American Concrete Institute (ACI). Furthermore, inspectors will be required to demonstrate

Service Authority Inspector Level 2.

3. as embodied in the

b) *Integrity, Perseverance, and Reliability*: determined by conducting an in-depth

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

C. Negotiations:

1. The Procurement Officer will invite the top ranked Offeror (s) for negotiations. The Service Authority reserves the right to negotiate any and all elements, except legal requirements, of the evaluation criteria.
2. The Service Authority anticipates negotiating, at minimum, the following elements:
 - a) Staffing;
 - b) Labor hours per labor classification;
 - c) Labor rate per labor classification; and
 - d) General and Overhead (G&O)

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

5.19 Conflict of Interest Disclosure

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

5.20 Contract Type

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

5.21 Term of Basic Ordering Agreement (BOA)

- A. The term of any BOA issued from this RFP shall be for one (1) year subject to the Service 5.21 B and C below.
- B. Option Period: If the Service Authority determines it to be advantageous, it may extend the term of the BOA for a period of four (4) additional one year periods.
- C. Option to Extend the Term of the BOA:
 - 1. The Service Authority may extend the term of the BOA by written notice to the Consultant

5.22

H. Binding and Labeling:

1. You should submit the original paper Proposal Package in a three-ring loose leaf binder(s), with section tabs, which should permit the Proposal Package to lie flat when opened.
2. You should not staple pages together.
3. You should include a cover sheet in each binder, clearly marked with

1. Example Projects: Select projects where multiple team members worked together,

1. of Virginia statutory requirements, to protect the Consultant from any liability or

- L. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within five (5) Days of written notice at time during the Contract term, the Service Authority shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- M. Compliance by the Consultant and all Subconsultants with the foregoing requirements as to carrying insurance shall not relieve the Consultant and all Subconsultants of their liabilities and obligations under this section or under any other section or provisions of the Contract.
- N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the Service Authority from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subconsultants and any person employed by the Subconsultants.
- O. Nothing contained herein shall be construed as creating any contractual relationship between any Subconsultant and the Service Authority. The Consultant shall be as fully responsible to the Service Authority for the acts and omissions of the Subconsultants and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- Q. The Consultant and all Subconsultants shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- R. If the Consultant does not meet the specifications of these insurance requirements, alt0 g00912 0 612 7901

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

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

Form B Subconsultant Reference Form

(Submit a separa

Form C Subconsultant No-Conflict of Interest Form

I HEREBY CERTIFY that

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

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

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

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

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

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

Form D Proposal Package Checklist

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

RFP Reference	Description	N/A (x)		By (initial)	<i>PWCSA Use</i>
Sect. 5.2	Delivery of Proposal Package				
Sect. 6.3 E	Glossary of Definitions, Abbreviations and Acronyms				
Sect. 6.3 H	Binding and Labeling				
Sect. 6.4 Tab 1 Sec A	Signed RFP Cover Page / Submission Form				
Sect. 6.4 Tab 1 Sec B	Statement of Interest				
Sect. 6.4 Tab 1 Sec C	Understanding of Services to be Provided				
Sect. 6.4 Tab 1 Sec D	Service Delivery Plan				

