



8570 EXECUTIVE PARK AVENUE
FAIRFAX, VIRGINIA 22031

Request for Proposals

Title: Large Meter Testing and Repair Services

Number: RFP 22-030

Date Issued: September 6, 2022

Deadline for Questions: September 14, 2022

Deadline for Submitting Proposals: 2:00 p.m., October 4, 2022

Proposals to Be Delivered to: Procurement Department
Fairfax Water
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Fairfax, Virginia 22031

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SECTION 1

1. SUMMARY INFORMATION

1.1 Introduction and Objective

The Fairfax County Water Authority, doing business as Fairfax Water (Fairfax Water) was created under the Virginia Water and Waste Authorities Act pursuant to resolutions adopted by Fairfax County on September 26, 1957. Fairfax Water is managed by a ten-member Board of Directors appointed for three-year terms by the Fairfax County Board of Supervisors.

Fairfax Water (FW) provides drinking water services to customers through approximately 285,000 metered connections. There are approximately 1,400 large meters with diameter of 3-inch to 10-inch that account for large consumption-based water revenue for FW. Periodic testing, calibration, and analysis of these meters is necessary to maintain accountability and maximize revenue recovery.

The objective of this Request for Proposal (RFP) is to obtain the services of a qualified contractor to field test and repair large water meters using a program approach as specified in Section 2 Technical Specifications. All work will be performed at customer locations throughout Fairfax County, Virginia. Testing, repair services, and data analysis of results will be comprehensive and in full conformance with these Specifications.

1.2 Contract Award

A contract will be awarded to the Offeror whose proposal is determined to be the most advantageous to Fairfax Water based on the evaluation criteria included in Section 3.10. The successful Offeror will be notified by email. Public notice of award will be posted on the official Fairfax Water web site: <https://www.fairfaxwater.org/procurement>

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** – Fairfax Water’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 Fairfax Water to execute a contract after all necessary approvals have been obtained.
- C. **Committee** – Means the Evaluation Committee.

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- D. **Contract** – Means the formal written acceptance of an offer by Fairfax Water in the form of a written agreement that incorporates by reference the work to be performed (i.e. the Contract Documents).
- E. **Contractor** – The person, firm or corporation with whom Fairfax Water 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.
- F. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- G. **Desirable** – The term "desirable" or "it is desirable" is used to identify features that are desired but are not mandatory.
- H. **Evaluation Committee** – The Evaluation Committee is the group of individuals appointed to review, evaluate, and rank each proposal, and make a recommendation forward.
- I. **Liquidated Damages** – A sum stated in a contract to be paid as ascertained damages for failure to perform in accordance with the contract. The damage figure stipulated must be a reasonable estimate of the probable loss, and not calculated simply to impose a penalty on the contractor.
- J. **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.
- K. **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.
- L. **O.E.M. / OEM** – Original Equipment Manufacturer.
- M. **Offeror** – means any person submitting a response to an RFP.
- N. **Performance Bond** – A contract of guarantee executed in the full sum of the contract amount subsequent to award by a successful Offeror to protect the government from loss due to his/her inability to complete the contract in accordance with its terms and conditions.
- O. **Professional Services** – Work performed by an independent contractor within the scope of the practice of accounting, actuarial services.
- P. **Project Officer** – means the Fairfax Water employee assigned to this Project for purposes of oversight of the project. The Project Officer is responsible for all aspects of the contract (excluding contract modifications to scope / plan design, schedule, fee, etc.) after contract award, including

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but not limited to approving design changes, and authorizing payment for completed work, etc.

- Q. **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.
- R. **RFP** – means Request for Proposals which means any document, whether attached or incorporated by reference, used for soliciting proposals from Offeror’s under any method allowed under current Virginia Procurement regulations.
- S. **Scope of Work** - The term “Scope of Work” refers to the written technical description of services to be provided by the successful offeror to be applied to the Work and certain administrative details applicable thereto.
- T. **Shall** – Has the same meaning as the word must.

1.4 Term of Contract and Contract Renewal

- A. **Term:** The initial term of the contract will be for one year, covering the period from November 1, 2022 through October 31, 2023 with the option to renew the contract for up to four additional one-year periods, for a maximum total of five years.
- B. **Renewal:** Renewal will be at the then current rates, terms and conditions (see section 4.3 “Annual Economic Price Adjustment”). Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. Fairfax Water may retroactively renew the contract at any time prior to the last day of the following contract year providing that Fairfax Water has not formally canceled the contract. Price adjustments requests for future years may or may not be approved by Fairfax Water depending on past performance of the contractor and the then current market conditions.

End Section 1

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SECTION 2

2. MINIMUM QUALIFICATIONS AND TECHNICAL SPECIFICATIONS /SCOPE OF WORK

2.1 Minimum Qualifications

Offeror is to respond “Yes” or “No” to the following minimum qualifications. Supporting details as required that demonstrates qualifications shall be included in Appendix A for the submission.

Line #	Qualification	Yes	No
1	Each Contractor shall be an independent party and non-affiliated with any meter manufacturer which sells or distributes water meters to FW. Contractor shall have minimum of 10 years’ experience leading large meter testing and repair programs as the prime contractor for water utilities of $\geq 100,000$ service connections. In addition, Contractor shall have the experience and capacity of testing 500 meter per year. Supply a list of clients served including number of large meters tested, number of service connections, contract duration and contract value.		
2	Contractor shall have the equipment to field test large water meters up to 12”. Provide a statement of qualifications proving experience testing large meters up to 12”.		
3	Contractor shall have crew leads that have a minimum of 5 years’ experience field testing large water meters. Provide resumes of crew leads/lead technicians that will be assigned to perform work under this contract. The contractor shall have the resources needed to test between 500 to 700 meters per year.		

2.2 Proposal Requirements

Offeror is to respond to the items listed under this section and submit in their proposal per Section 3.6. Offerors are encouraged to elaborate on their technical approach, testing methodology, and staff expertise, as well as provide recommendations and alternative approaches that improves the meter testing program and resulting outcomes. It is recommended to avoid simple submissions of “complies” or “meets requirements.” Offeror’s responses in this section will solely be used for evaluation of advantages and disadvantages of your technical response.

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2.2.1. Meter Testing Program Scope of Work

Line #	Specification
2.2.1.1	<p>Contractor shall assign a Project Manager to be a primary point of contact. The Project Manager shall provide project management services that includes the following responsibilities:</p> <ol style="list-style-type: none"> 1. Work Plan / Project Schedule – A detailed plan and schedule shall be developed with the first 30 days of NTP and updated weekly for each Program Year. The work plan should include number of crews and the schedule for each crew, meters to be tested in Program Year, and testing prioritization. Additionally, the plan shall describe what actions will be taken in the event that planned meter testing work falls behind. 2. Meeting and Conference Calls – Contractor’s PM shall take part in all meetings and conference calls required to complete the scope of work. At the minimum, this includes an annual project kickoff and planning meetings with FW to develop the testing plan for each Program Year. Additionally, a Program Year annual review meeting (see more details in Line 2.2.1.5). 3. QA/QC Plan – Plan shall include a safety program, inspection/audits of a minimum of 5% of planned work, data management, and data collection quality review. 4. Communications Plan – Plan shall detail how Contractor will be communicating with FW customers to schedule or provide advance notice of planned meter testing work. 5. Data Analysis and Reporting – Plan shall include details on the method and storage of meter test data, timing of uploads, and FW’s access to the data. 6. Returned to Utility Plan – Plan shall describe the approach for meter testing work that cannot be completed due to circumstances beyond the control of the Contractor.
Offeror’s Response	

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2.2.1.2 The Contractor shall develop and execute a large meter testing program that meets FW's program requirements. Listed below are the estimated quantities of meters, by size and type, covered by this contract. It is FW's intent to have each of these meters tested.

METERS TO BE TESTED UNDER CONTRACT

Item	Meter Size (inches)	Meter Manufacturer	Quantity
A	3	Sensus	526
B	3	Neptune	461
C	3	Master Meter	7
D	3	Badger	2
E	3	Hersey	1
F	3	Kent	1
G	4	Neptune	274
H	4	Sensus	107
I	4	Master Meter	4
J	4	Badger	1
K	6	Neptune	68
L	6	Sensus	38
M	6	Hersey	2
N	6	Badger	1
O	6	Kent	1
P	8	Neptune	4
Q	8	Sensus	3
R	8	Hersey	2
S	8	Badger	1
T	10	Hersey	1
U	10	Neptune	1
TOTAL			1,506

Additional Information:

- Hospital meters shall be included in the testing and repair. All meters include a bypass valve that can be used during the test.
- Meters located indoors (inside meters) have a bypass valve and isolation valves on inlet and outlet of the meters set. 75% of the meter vaults (outside meters) have a bypass located outside of the vault.
- Test ports are located on inside meters. Outside meters generally do not have a test port.
- Approximately 10% of the meters are located in meter vaults outside. A small percentage of outside meters are located in roadways or driveways.

Offeror's Response

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2.2.1.3 All the meters listed below shall be tested per the specified schedule. Contractor shall complete any necessary repairs approved by FW and retest meters as needed.

Size (inches)	Number in inventory	Frequency of testing	Total tested every year
3	998	3 years	333
4	386	2 years	198
6	110	1 year	110
8	10	1 year	10
10	2	1 year	2
TOTAL			653

The quantities specified herein are estimates based upon current projected work for the next Program Year and shall not be construed to represent the exact quantities to be tested. The exact quantities to be tested may be more or less, subject to FW's actual needs. Contractor acknowledges and agrees that FW will only be responsible for the actual quantities tested and work completed per the scope of work.

Offeror's Response

Empty response area for the offeror.

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2.2.1.4	<p>Within 30 days of NTP, Contractor shall conduct a Program Kickoff Meeting with FW. Topics are to include, but are not limited to, the following:</p> <ul style="list-style-type: none">• Overview of the testing program• Testing approach and methodology• Program timeline• Data request from FW• Communication procedures between Contractor and FW Project Manager• Meter testing data collection approach and data access <p>Analysis of large meter testing results</p> <p>Please describe in the response section a brief summary on the steps that will be taken to prior to starting the meter testing program.</p>
Offeror's Response	

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2.2.1.5	<p>At the conclusion of each Program Year, the Contractor shall conduct an annual closeout meeting. Topics shall include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Summary of meter test results and completed work – meter tests attempted vs. meter tests completed, meter repairs/calibration completed, recommendations, etc. • Meter testing analysis – includes but is not limited to: <ul style="list-style-type: none"> ○ Actual accuracy vs. manufacturer’s accuracy ○ Accuracy trending analysis ○ Comparison of previous test results ○ Apparent water loss by meter and total for large meters • Testing improvements/recommendations for the next Program Year. <p>The contractor shall provide recommendations based on meter test data analysis for FW to consider for repair and replacement decisions. Include samples of data analysis performed on previous projects.</p> <p>Please describe in the response section a brief summary on the steps that will be taken to prior to starting work for the next Program Year.</p>
	Offeror’s Response
2.2.1.6	<p>Offeror shall be the Prime contractor responsible for the outcomes of this scope of work. Prime contractor can subcontract aspects of this scope; however, the Prime shall have the largest percentage of work compared to the overall effort.</p>
	Offeror’s Response

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2.2.1.7	<p>Contractor shall have an online database/portal for the storage of test results, photos, and other data captured through testing, repair, and calibration. The test results shall be uploaded in tabular (Microsoft Excel) format. Contractor shall provide access to FW staff to review or download this data. Please describe in the response section the process that will be used to upload the testing data to an online database storage system for the large meter testing program.</p>
Offeror's Response	

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2.2.2. Crew Requirements

Line #	Specification
2.2.2.1	<p>Crew Size</p> <ol style="list-style-type: none">1. The Contractor shall furnish crews sufficient in number and size to complete the scope of work in the designated time. The contractor shall furnish a minimum of two 2-man crews to perform the work. Under no circumstance shall the crew size be less than two.2. Contactor shall provide each crew member's previous experience, including training and certifications, as part of the proposal submission.3. Prior to entering the building for meter testing, the contractor may be required to follow specific guidelines related to COVID-19 protocols.4. Prior to beginning work for each Program Year, the contractor shall submit a list of crew assignments. All assigned crew leads shall be approved by FW's Project Manager.
	Offeror's Response

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2.2.2.2	The Contractor’s employees who work on the contract shall possess photo identification and have it on their person at all times. FW will issue special identification, which must be prominently displayed by the Contractor’s employees at all times while working on this project and while at any FW facility. No Contractor employee shall be assigned to the project until and unless the employee has been issued proper identification by FW.
	Offeror’s Response
2.2.2.3	Contractor employees shall, at all times, wear OSHA-compliant PPE and high-visibility safety apparel in accordance with the Performance Class 3 requirements of the latest version of the ANSI/ISEA publication entitled “American National Standard for High Visibility Apparel and Headwear.”
	Offeror’s Response

2.2.3. Meter Testing – Testing Approach and Site Activities

Line #	Specification
2.2.3.1	The Work shall be performed during normal business hours (7:00 AM - 5:00 PM, Monday through Friday). However, under special circumstances, the contractor may be required to perform work on Saturdays. The contractor shall conduct its operations so as not to interrupt or otherwise disturb FW’s customers. Whenever the contractor intends to change from FW’s normal working hours, written approval from FW’s Project Manager is required before commencement of change in work schedule(s). It should be noted that assistance from the meter shop may not be available after 3:00 PM.
	Offeror’s Response
2.2.3.2	The Contractor is responsible for scheduling meter testing with all retail customers. In cases where a retail customer operates a secured facility, the contractor shall provide the customer at least 72-hours prior notice of a desired appointment. FW will provide a list of all retail customers included under the contract, indicating those customers known to operate secured facilities. The contractor may be required to provide a 24-hour notice for specific customers as directed by the FW Project Manager.
	Offeror’s Response
2.2.3.3	Contractor shall provide all necessary traffic and pedestrian control in the work area. At the

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	<p>completion of work, Contractor shall clean up the work area so that it is better than it was found before work started.</p> <p>Offeror's Response</p>
2.2.3.4	<p>Contractor shall conduct a site survey and determine if the meter can be located and is accessible, can be tested, requires test ports, requires repairs before testing, requires any special parts for testing or repairs, or requires implementing safety procedures. Additionally, any site preparation before work has commenced shall be completed by the Contractor, including:</p> <ul style="list-style-type: none"> • Pumping surface water or clearing debris/sediments from meter vaults • Installing test nipple(s) when necessary <p>Contractor shall report site preparation notes in work order details and upload into the test records database/portal. Site preparation notes shall also note any abnormalities (such as vault conditions, excessive water in vault, etc.) found at the meter site that requires FW's attention.</p> <p>In the response section, please describe the method of data collection and how this information will be communicated such that it ensures FW effectively follow ups on these items.</p> <p>Offeror's Response</p>
2.2.3.5	<p>Contractor shall collect the GPS coordinates for every meter tested as part of the program. FW's requirements for the data collected by the Contractor are as follows:</p>

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	<ul style="list-style-type: none"> • Accuracy <ul style="list-style-type: none"> ○ Required accuracy: < 100 cm (1 m) at a 95% confidence level ○ Preferred accuracy: < 60 cm (≈ 2') at a 95% confidence level • Coordinate System <ul style="list-style-type: none"> ○ At a minimum, the data is to be provided in a well-established and current reference system (GCS) such as WGS 84, ITRFxx, or NAD 83 (2011). ○ Preferably, data should be provided in both the native reference frame used in collection and one that is transformed and projected to WGS 1984 UTM ZONE 18N (m). • File Format <ul style="list-style-type: none"> ○ Submit in an Esri File Geodatabase format that contains a unique link to tie the point and data to our existing meter feature class. <p>Details for the GPS coordinates requirement, accuracy, coordinate system, file format, and unique link will be further discussed after the contractor has been selected.</p>
	<p>Offeror's Response</p>
2.2.3.6	<p>The Contractor shall provide equipment and materials, including necessary field-testing equipment, to accurately determine the amount of water discharged. Test equipment shall be capable of testing meters of meter size up to 12". All testing equipment shall be calibrated and</p>

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	<p>meet AWWA standards. Proof of calibration shall be provided to FW upon request.</p> <p>The discharge water shall be dechlorinated prior to discharge. The Contractor shall provide a suitable water course to direct the flow of water being expended in the testing of the water meter to have a minimal impact upon the environment, private property, roadway, and pedestrian traffic. Any damage caused by discharge of water are the responsibility of the Contractor.</p> <p>Describe in the response section the testing equipment proposed for this scope of work and the procedures for ensuring accuracy of the testing equipment.</p> <p>Offeror's Response</p>
2.2.3.7	Each test meter shall be of a type designed to provide measuring accuracy to within $\pm 1\%$. This accuracy shall be tested against the actual quantity of water being discharged through the meter being tested for all test flowrates.

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	Offeror's Response
2.2.3.8	Meter testing shall be conducted in accordance with the requirements of AWWA Manual M6, Chapter 5, and applicable ANSI/AWWA/FW standards for the type of meter tested. If repairs are necessary, meter shall be calibrated and tested/retested to ensure conformance to AWWA/FW standards for repaired meters.
	Offeror's Response
2.2.3.9	All meters shall be tested at between 4 - 7 different flow rates based on the meter type. All flow rates shall be in accordance with AWWA Manual M6 and cover the full continuous operating range of the meter. These flow rates shall include but are not limited to the following: <ul style="list-style-type: none">• Maximum Flow Rate• Intermediate Flow Rate

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	<ul style="list-style-type: none"> • Minimum Flow Rate at the meter rated capacity. At least one (1) flow test in the changeover range of flows (as applicable). <p>In the response section, describe in detail your testing methodology, including how testing is executed and documented. If the procedure differs by meter type, provide a testing methodology for each meter type as applicable.</p>
	<p>Offeror's Response</p>
2.2.3.10	<p>The contractor shall obtain a verbal approval from FW Project Manager prior to conducting meter testing if ambient temperatures less than 32 degrees Fahrenheit are experienced with a week of testing date.</p>
	<p>Offeror's Response</p>
2.2.3.11	<p>Contractor shall review and analyze meter test data to conclude one of the following:</p> <ul style="list-style-type: none"> • Meter has passed and no repairs are needed • Meter has failed and repairs recommended • Meter has failed and replacement recommended <p>All meter test data, field data attributes, and results/recommendations shall be stored in an online</p>

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	database storage system with access provided to FW to review and download selected data. Describe the methodology to determine whether a meter has passed or failed.
	Offeror's Response
2.2.3.13	For any work order that cannot be completed, the Contractor shall document why work was not able to be completed. The options include but not limited to: <ul style="list-style-type: none">• CC - Cannot Locate (CCL)• CC - Cannot Operate (CCO)• CC - Cannot Access (CCA)• CC – Unsafe (CCU)

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	Describe how crews will document work that cannot be completed and what scenarios can be resolved while crews are in the field. Also provide details on how this information will be communicated/shared with FW for follow-up action.
	<p style="background-color: #e0e0e0; margin: 0;">Offeror's Response</p>
2.2.3.14	The Contractor shall make all necessary arrangements and provisions for the storage of materials and equipment to be used on the contract. FW will not be responsible for storing any materials or equipment belonging to the contractor.
	<p style="background-color: #e0e0e0; margin: 0;">Offeror's Response</p>

2.2.4. Meter Repair, Calibration, Repair Parts, and Meter Replacement

Line #	Specification
2.2.4.1	Meters requiring repair shall be calibrated to within $\pm 2.5\%$. FW may elect to further test the meter accuracy at FW's facility or other designated locations. Please describe the methodology and steps to be taken after it has been determined that the meter needs a repair.
	<p style="background-color: #e0e0e0; margin: 0;">Offeror's Response</p>

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2.2.4.2	The contractor shall perform repair on all worn parts that may be causing the meter test to fail. The work performed must be documented in the completed work order, including but not limited to a brief description of the repair, the time to complete the repair, and materials required for the repair. FW may require an approval from the contractor for repairs that are over a certain amount which will be negotiated during contract development. Under this circumstance, Contractor shall submit a description of required repairs and estimated time and materials to repair the meter based on Contractor's experience, engineering judgement, industry standards, and manufacturer specification, and be approved in advance

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	<p>by FW's Project Manager. Contractor shall provide their assessment on the expected remaining life of the meter before and after repair.</p>
	<p>Offeror's Response</p>
2.2.4.3	<p>If repairs are necessary within the one-year workmanship warranty period, the Contractor will have 10 calendar days to complete the repairs.</p>
	<p>Offeror's Response</p>
2.2.4.4	<p>Charges for materials and repair parts used shall be ordered directly from the manufacturer with a maximum administrative fee of up to 5%. Repair parts shall be manufactured or approved by the original equipment manufacturer and supplied by a factory authorized distributor. The Offeror shall be required to supply copies of the price lists prior to award of Contract and at the beginning of each Program Year.</p>
	<p>Offeror's Response</p>

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2.3. Program Specifications

2.3.1. Additional Work as Specified by FW

Line #	Specification
2.3.1.1	<p>The Contractor shall only operate the inlet, outlet, and bypass valves for inside meters. For outside meters, Contractor shall only operate valves within the meter vault. If a valve key is required, the Contractor shall not operate this valve and shall contact FW.</p> <p>Under a condition where a valve malfunctions or breaks, the Contractor shall immediately contact FW and make feasible temporary repairs to mitigate leaks and flooding.</p>
2.3.1.2	<p>Any additional work required or requested by FW will be priced using time and materials and material cost. The time and material cost will be estimated using the appropriate hourly rates and cost for material provided in the pricing matrix.</p>

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2.3.2. Safety Program

Line #	Specification
2.3.2.1	The Contractor shall perform all Work in accordance with applicable OSHA standards and regulations.
2.3.2.2	The Contractor shall be solely and completely responsible for maintaining a safe and healthy working environment for its employees, the safety of the general public, and the preservation of property.
2.3.2.3	<p>The Contractor shall be responsible for ensuring compliance with OSHA’s permit-required confined space standard (29 CFR 1910.146) when performing work within meter vaults or other spaces meeting the definition of confined space.</p> <ul style="list-style-type: none"> • All confined space equipment necessary for safe entry shall be provided by the Contractor (i.e., atmospheric monitors, confined space ventilators, retrieval equipment, etc.). • The Contractor shall permit only trained and authorized personnel to enter confined spaces. • The FW Project Manager shall communicate the hazards identified within meter vaults and communicate FW’s confined space entry procedures prior to entry.
2.3.2.4	The Contractor’s failure to thoroughly familiarize itself with applicable OSHA regulations and industry recognized safe work practices shall not relieve it from compliance and penalties set forth.
2.3.2.5	The Contractor shall furnish a copy of its written and implemented safety program to the FW Project Manager no later than seven calendar days after the contract award and prior to initiating field work.
2.3.2.6	In the event of a death or serious injury to, or caused by, the Contractor’s personnel, the accident shall be reported immediately to FW. If a claim is made by anyone against the Contractor on account of any accident, the Contractor shall promptly report the facts in writing to FW, giving full details of the claim.

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2.3.3. QA/QC – Inspection

Line #	Specification
2.3.3.1	FW reserves the right to inspect all work, either in progress or completed. If work is found to be unsatisfactory or in conflict with the provisions set forth in these specifications, FW will deduct from payment the amount for work found not acceptable by FW. Under this circumstance, written or verbal notification of the unsatisfactory work must be given by FW’s Project Manager to the Contractor. In some cases, the Contractor may be able to make the necessary repairs; this shall occur within 10 calendar days of authorization. FW reserves the right to have the work completed by another contractor and deduct the cost of such repair from any monies owed to the Contractor.
2.3.3.2	FW will randomly check the quality of work performed under this contract. The quality control checks will involve testing and visual inspection to verify the meter has been repaired in its entirety and meets AWWA specifications. Should any meter fail to pass a quality control check, FW may withhold any or all monies due, or which may be due for that repair. FW shall determine the cause of the failure. If, in the sole judgment of FW, failure is determined to be the result of the contractor’s inadequate performance, FW reserves the right to make repairs at the contractor’s expense. Should five (5) or more meters fail the quality control check, FW may elect to terminate the contract.
2.3.3.3	Damage to any property, FW or privately owned, during the testing process that is the result of negligence by the Contractor shall be repaired within 10 business days at the Contractor’s expense and to the satisfaction of FW. FW may withhold payment to the Contractor until such damage is repaired to the satisfaction of FW. FW may use withheld monies to hire a Contractor for corrective work should the Contractor fail to make the necessary repairs or fail to act within 30 days of being notified of said damage.

2.3.4. Warranties

Line #	Specification
2.3.4.1	<ol style="list-style-type: none"> 1. Each meter repaired shall be warranted to be free from defects in materials and workmanship for a period of one (1) year after date of test and/or repair. 2. In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation. 3. If, at any time, any contract item fails to conform to the bid/contract specifications, the Contractor shall, at no additional cost to FW, promptly replace the defective item. If the Contractor is unable to remedy such nonconformity during a time period consistent with the requirements, FW may undertake to remedy the nonconformity and, in such case, Contractor shall reimburse FW for any costs thereby incurred. 4. Provide one-year parts and workmanship warranty. Warranty is to be effective upon receipt at FW. Warranty is to be with either the manufacturer or a service facility authorized by the manufacturer to perform warranty services.

2.4. FW Responsibilities

1. FW will designate a Project Manager/Primary Point of Contact to respond to questions and provide program level oversight.
2. FW will provide a large meter inventory with a full list of service orders for specific large meters to be tested in a Program year.

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3. FW will provide a list of customer contacts at the location of the meter to coordinate and schedule meter testing; however, not all contacts are available.
4. FW will provide meeting facilities for conducting the annual Project Kickoff, Program Year closeout, and any recurring status meetings throughout the contract period.
5. FW is responsible for all meter replacements.
6. FW Project Manager will provide support and intervention to reduce roadblocks caused by customers or external parties that prevent the meter testing from occurring.

End Section 2

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SECTION 3

3. SUBMISSION OF PROPOSALS AND METHOD OF EVALUATION

3.1 General

The following general information shall be provided. Offeror's shall follow instructions carefully to ensure that proposals are properly prepared.

1. Either Attachment B - Transmittal Form or a transmittal letter prepared on the Offeror's business stationery must accompany the proposal. A transmittal letter must include a confirmation that the individual(s) signing the letter are authorized and agrees to furnish the services described in the Offeror's proposal and in accordance with this RFP; and as may be mutually agreed upon by subsequent negotiation.
2. 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.
3. Fairfax Water reserves the right to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of Fairfax Water.

3.2 Proprietary Information

1. Except as provided herein or as otherwise set forth in §2.2-4342 of the Virginia Public Procurement Act (Va. Code Ann. §2.2-4300 et seq., the "Act"), all proceedings, records, contracts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 et seq., the "Virginia FOIA").
2. Offeror or Contractor shall have the right to identify data or other materials submitted in connection with this procurement as trade secrets or proprietary information, which shall not be subject to inspection pursuant to either §2.2-4342 of the Act or the Virginia FOIA, by submitting to Fairfax Water prior to or at the time of submission of its proposal a separate, written notice on its letterhead stationery setting forth the following: (i) a statement indicating that the Offeror, or Contractor wishes to invoke the protections of this section; (ii) an identification of the data or other materials for which protection is sought; and (iii) a statement with regard to why protection is necessary.

3.3 Questions and Communications

1. All contact between prospective Offerors and Fairfax Water with respect to this solicitation will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and comments regarding the meaning or interpretation of any aspect of this solicitation must be

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submitted in writing to the Procurement Contact identified on the cover page to this solicitation and must be received by the Procurement Contact on or before the deadline for submitting questions that is specified on such cover page. Only written questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.

2. Fairfax Water shall respond to all timely questions and comments that are properly submitted hereunder and are deemed to address a matter that is relevant and substantive in nature within a reasonable period of time, in the form of a written Addendum that will be transmitted to all prospective Offerors at the addresses furnished to Fairfax Water for such purpose. Oral communications between Fairfax Water and any Offeror regarding the interpretation or meaning of any aspect of this RFP are not authorized and may not be relied upon for any purpose.

3.4 Addenda to the RFP

1. Fairfax Water reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or 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 Offeror's who are on record with Fairfax Water as having received this solicitation. If, in the opinion of Fairfax Water, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of Fairfax Water.
2. It shall be the responsibility of each Offeror to contact the Purchasing Contact identified on the cover page to this solicitation prior to submission of a proposal hereunder in order to determine whether any Addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Offeror to receive any Addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Offeror from any responsibility for incorporating the provisions of any Addenda in its proposal.

3.5 Duration of Proposals

Proposals shall be valid for a minimum of 180 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 Fairfax Water of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

3.6 Instructions for Submitting Proposals

1. The deadline for submitting Proposals is shown on the cover sheet. Offerors mailing proposals should allow sufficient mail delivery time to ensure 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.

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2. Attachment B - Transmittal Form 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 binds the firm to the terms, conditions and specifications contained in the RFP; and also state that the person signing the transmittal letter is authorized to bind his/her firm. The letter must also provide all of the information contained on the Transmittal Form.
3. Submit one original and five (5) copies of your complete Proposal in two separate, sealed volumes. Volume 1 – Technical Proposal, shall contain the technical portion of your proposal. Volume 2 – Cost Proposal, shall contain the cost portion of your proposal. Offerors shall ensure that technical and price information is not commingled. The set of original signed documents must be uniquely identified on the cover of each volume. Costs are not to be included in the Technical Proposal (Volume 1).
4. All proposals must be submitted in a sealed package(s). No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Proposal packages must be identified on the outside as follows:

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

3.7 Contractor Identification

All Offerors must include the following in their transmittal letters:

- A. Individual contractors must provide their Virginia State Corporation Commission license number
- B. Proprietorships, partnerships, and corporations must provide their federal employer identification numbers and
- C. Offerors Virginia State Corporation Commission license number

3.8 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.

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3.9 Proposal Format

The Offeror's proposal submission shall abide by the format order detailed below. Any deviation to this format may result in submission being deemed not responsive.

- **Cover Letter (Max 1 page).**
- **Executive Summary** – The Offeror's proposal shall contain an executive summary that summarizes understanding of the services to be provided, why their firm is the most qualified for this scope of work, program approach, testing approach, anticipated challenges, high quality deliverables, program timeline, and opportunities for cost savings. **(Max 3 pages).**
- **Minimum Qualifications** – Insert completed table from Section 2.1 in submission. Supporting information for the minimum qualifications shall be included in the Appendix A.
- **Response to Technical Specifications** – Technical specifications (sections 2.2-2.10) are described in a Technical Response Form. Insert completed Technical Response Form in submission. Provide a detailed response to the technical requirement in the "Offeror's Response" section.
- **Appendices** – Any number of appendices can be added. The first five appendices are reserved as detailed below.
 - **Appendix A** – Supporting details pertaining to the Minimum Qualifications.
 - **Appendix B** – Pricing. See Attachment 1 in the RFP – Pricing Matrix. Provide completed pricing matrix in Microsoft Excel format. Attachment 1 shall be submitted in a sealed envelope. A Microsoft Excel format file shall also be submitted.
 - **Appendix C** – References. Each Offeror shall submit three references (See Attachment 2 – References). References shall be from customers of comparable size and scope of operations as FW, to whom the Offeror has supplied the same services within the past 12 months. References shall be able to attest without reservation to the fact that the Offeror supplied the contracted goods/services.
 - **Appendix D** – Bid submission form – See Attachment 3 in RFP.
 - **Appendix E** – Legal Exceptions. Itemize any exceptions to FW's Standard Terms and Conditions. If no exceptions are declared, FW will assume acceptance to these standard terms and conditions.

3.10 Evaluation Process

FW is soliciting proposals from Offerors having experience and qualifications in large water meter testing, repair, calibration, meter testing data analysis, and reporting.
Each Offeror shall:

1. Meet the minimum qualifications as described in Section 2.1 and provide sufficient evidence that the minimum qualifications have been met. If Offeror does not provide sufficient evidence that demonstrates Offeror meets the minimum qualifications, Offeror may be disqualified.
2. Demonstrate proficiency and compliance with the technical specifications as detailed in Section 2.
3. Submit a completed pricing matrix as prescribed using the pricing template in Attachment 1.

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4. Submit three (3) client references where the services provided were similar in size and scope as defined in this RFP.

The evaluation will be focused on the following categories:



Each proposal must contain evidence of the Offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. The Evaluation Committee will assess proposals through the evaluation of advantages and disadvantages based on the Offerors proposals. Offerors are encouraged to elaborate on their firms' qualifications and experience, project management, technical approach, testing methodology, and staff expertise, as well as provide recommendations and alternative approaches that improves the meter testing program and resulting outcomes. These details are to be provided in the Offeror's Response (Section 2).

The Evaluation Committee will review and evaluate all written proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, and/or provide product or service demonstrations. The evaluation of written proposals will be based on the proposal submittal elements identified elsewhere in this solicitation. The Evaluation Committee will rely on the information provided in the written proposals submitted to select finalists. Subsequent stages of the process to select firms for negotiations may include, but are not limited to, review of more detailed proposals, oral presentations, or demonstrations. If such subsequent stages are conducted, they will be evaluated based on the same evaluation criteria used to evaluate written proposals, as relevant to the areas being evaluated. FW may require site visits for those firms selected to participate in contract negotiations. FW may award a contract or initiate negotiations with one or more Offerors without further contact with any other Offerors.

End Section 3

SECTION 4

4. STANDARD TERMS AND CONDITIONS

The Agreement for Service (“Contract” or “Agreement”) with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the Fairfax Water Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror’s additional or alternate Contract terms may result in rejection of the proposal. While Fairfax Water may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and nonnegotiable.

4.1 Authorization to Do Business in Virginia*

Each Offeror that is organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include with its bid the identification number issued to it by the Virginia State Corporation Commission. Any Offeror that is not authorized to transact business in Virginia as a foreign entity under Title 13.1 or title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the Offeror is not required to be so authorized.

4.2 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Fairfax Water 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 Fairfax Water.

4.3 Annual Economic Price Adjustment

In the case of annually renewable contracts, the Contractors may submit a request for contract price increases once annually for each renewal year. Requests for price increase must be submitted within 90 days of publication by the Bureau of Labor Statistics. Price adjustments requests for future years may or may not be approved by Fairfax Water depending on past performance of the contractor and the then current market conditions.

4.4 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 Fairfax Water, 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

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effort to avoid becoming in arrears during the term of the contract.

4.5 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 Fairfax Water, which Fairfax Water shall be under no obligation to grant.

4.6 Availability of Funds

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

4.7 Cancellation

Fairfax Water may cancel this solicitation at any time and for any reason prior to award.

4.8 Compliance with Laws

The Offeror 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 Fairfax Water, 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 licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

4.9 Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent or employee of Fairfax Water 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 Fairfax Water unless made in writing and signed by the purchasing / designee contact identified on the cover page. Contract changes shall be in writing, and shall be on official Fairfax Water Purchasing Department letterhead. In any event and

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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.

- B. Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. Fairfax Water may order changes within the general scope of the contract at any time by Notice to the Contractor. 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 Fairfax Water 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 Fairfax Water'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 Fairfax Water with all vouchers and records of expenses incurred and savings realized. Fairfax Water 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 Purchasing Department. 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 Fairfax Water or with the performance of the contract generally.

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 Drug-free workplace to be maintained by contractor*

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,

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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.

4.12 Employment Discrimination by Contractor Prohibited; Required Contract Provisions *

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

- A. During the performance of any ensuing contract, the Contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, 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.
 - 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.13 Ethics in Public Contracting *

Offeror 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.

4.14 Examination of Records

The Contractor agrees that in any resulting contract, either Fairfax Water 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. The Contractor further agrees to cooperate in an independent audit of claims processed and paid. This obligation shall expire five years after the final payment for the final service performed as a result of any

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and all contract(s) awarded pursuant to this solicitation, or until audited by Fairfax Water, 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 Fairfax Water or its representative(s). Fairfax Water will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

4.15 Familiarity with Scope of Work

Each Offeror shall bear responsibility for thoroughly examining this solicitation in its entirety. In the event that an Offeror has any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, then such Offeror shall submit all such questions and comments in writing to the Procurement Contact identified on the cover sheet of this solicitation in accordance with the provisions of Paragraph 3.3 (Questions and Communications) hereof.

The submission by an Offeror of a Proposal in response to this solicitation shall be deemed to constitute a representation on the part of such Offeror that it has thoroughly examined this solicitation and has submitted any and all questions and comments it may have regarding the meaning or interpretation of this solicitation to Fairfax Water in the manner prescribed herein.

4.16 Formation of Contract with Successful Offeror

- A. Any contract entered into as a result of this RFP shall be by and between the Offeror as Contractor and Fairfax Water. It shall include the following items, which are listed in order of precedence:
 - 1. The fully executed contract between the parties, or Fairfax Water Purchase Order,
 - 2. The RFP and any Addenda to the RFP,
 - 3. The Offeror's response to the RFP (including any drawings and submittals), and
 - 4. All correspondence between the parties regarding this RFP.
- B. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.
- C. By submitting an offer in response to this solicitation, the Offeror agrees to all Terms, Conditions and to the Scope of Work section contained herein, unless and except as otherwise noted as an exception in the Offeror's proposal. Any terms and conditions that the Offeror proposes to use must be submitted as part of the proposal. Terms and conditions submitted by an Offeror after the solicitation closing date shall not be accepted and will not be considered for incorporation into the terms of the awarded contract.
- D. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence.

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4.17 Governing Law; Venue; Waiver of Jury Trial *

Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and Fairfax Water hereby waive any right such party may have to a trial by jury in connection with any such litigation.

4.18 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:
<https://law.lis.virginia.gov/vacodepopularnames/virginia-public-procurement-act/>
- 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.

4.19 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, save harmless and defend Fairfax Water, or any employee of Fairfax Water, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. Fairfax Water 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. Fairfax Water 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 Fairfax Water 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 Fairfax Water in the defense or investigation of any suit or action made or filed against Fairfax Water as a result of or relating to the Contractor's performance under this contract.
- E. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other

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proprietary rights arising from or related to performance of the resulting contract and shall save Fairfax Water harmless from any and all loss, including Attorneys' fees arising out of any such claim.

4.20 Insurance

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of Fairfax Water, any Offeror may be required to provide a list of all insurance claims made against it within the past 36 months. Fairfax Water reserves the right to reject any bid if in Fairfax Water's opinion the amount or number of claims is deemed to be excessive. An Offeror's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Offeror shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to Fairfax Water to cover loss or liability arising out of the Work. All insurance policies must be underwritten by 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.
- C. The Contractor shall immediately notify Fairfax Water 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 Fairfax Water in the defense or investigation of any suit or action made or filed against Fairfax Water as a result of or relating to the Contractor's performance under this contract.
- D. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name Fairfax Water as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide Fairfax Water with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that Fairfax Water is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to Fairfax Water before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:
 - 1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
 - 2. Required Commercial General Liability Insurance: This insurance must be written on an

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"occurrence" basis and shall be endorsed to include Fairfax Water as an additional insured and shall provide at a minimum the following:

- General Aggregate Limit (Other than Products-Completed Operations) \$1,000,000
- Products-Completed Operations Aggregate Limit \$ 500,000
- Personal & Advertising Injury Limit \$ 500,000
- Each Occurrence Limit \$ 500,000

- F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$1,000,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and Fairfax Water against claims for injuries to employees of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.
- G. Nothing contained herein will be deemed to operate as a waiver of Fairfax Water's sovereign immunity under the law.

4.21 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Fairfax Water, 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 Fairfax Water, 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 Fairfax Water 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.

4.22 Payment

- A. Invoices: All invoices are to be sent directly to Fairfax Water Accounts Payable department by mail, fax, or E-mail. Invoices shall include the Fairfax Water Purchase Order / Contract number and the contractor's FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may result in late payments for which Fairfax Water will not be liable.
- B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at the Fairfax Water 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.
- C. Invoices: 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 Fairfax Water Purchase Order or contract number and either the social security (for individual Contractors) number or the federal employer identification number (for proprietorships,

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partnerships, and corporations) and are subject to review and approval by the Fairfax Water Project Manager.

- D. **Partial Payments:** Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. Fairfax Water reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Offeror must waive the requirement in order to remain in consideration.
- E. **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,

Fairfax Water shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

4.23 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 Fairfax Water include the following clauses:
 - 1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by Fairfax Water 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 Fairfax Water attributable to the work performed by the subcontractor under that contract; or
 - b. Notify Fairfax Water 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.
 - 2. 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.
 - 3. 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 Fairfax Water for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.

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4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one 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 Fairfax Water. 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.

4.24 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 Fairfax Water 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 Offeror's 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.

4.25 Price Firm Period

Proposal Prices: Pricing shall be firm and fixed as originally offered and accepted for the first 24 months of the contract.

4.26 Rider Clause

With the exception of contracts for Professional Engineering Services and subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by Fairfax Water.

4.27 Tax Exemption

Fairfax Water is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District

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of Columbia Sales Taxes and Transportation Taxes. Fairfax Water's tax exempt number is 54-6025290.

4.28 Termination of Contract

- A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then Fairfax Water, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

- B. If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to Fairfax Water of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, Fairfax Water as of the effective date of any such termination.

- C. For Convenience. Fairfax Water shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, Fairfax Water and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to Fairfax Water. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and Fairfax Water. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by Fairfax Water as of the effective date of any such termination.

4.29 Unit Prices Prevail

The Price Proposal shall include a complete listing of all prices (e.g., annual maintenance, labor, materials, training, etc.). Any work performed beyond the scope of the contract and within the first 12 months after contract award shall be at the prices specified in Volume II. In the event of a conflict between unit prices and extended prices, the unit price shall prevail. All proposals shall be complete and accurate as submitted.

4.30 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

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corporation, in accordance with the Virginia Freedom of Information Act.

4.31 Authority to Transact Business in Virginia*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Fairfax Water pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. Fairfax Water may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.32 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or Fairfax Water, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

4.33 Contractual Disputes

A Vendor, Contractor, or Service Provider shall give written notice to the Purchasing Agent of his/her intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the bidder within thirty (30) days of receipt of the claim. No Vendor, Contractor, or Service Provider shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

4.34 Faith-Based Organizations *

Fairfax Water does not discriminate against faith-based organizations.

4.35 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

End Section 4

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SECTION 5

Submit Pricing in Attachment 1

End Section 5

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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: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

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E-MAIL: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

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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 (printed)	Federal ID Number
Street (printed)	Telephone:
City, State, Zip (printed)	Facsimile:
Printed	Title
	E-mail:
Signed	Dated
	F.O.B.: (Shipments are FOB Destination unless otherwise specified)
<p>Pursuant to Title 13.1 or Title 50 of the Virginia Code provide the identification number issued to your firm by the Virginia State Corporation Commission (VSCC) in the space provided below, If your firm is not required to be authorized to transact business under Title 12.1 or Title 50, or any other law; provide a statement why your firm is not required to be so authorized.</p> <p>VSSC ID Number: _____</p>	
<p>If you do not have a VSCC identification number, explain why it is not required in the space below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	

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ATTACHMENT C - FREEDOM OF INFORMATION EXCLUSIONS

Offerors claiming exclusion from access granted by the Commonwealth of Virginia’s Freedom of Information Act (VAFOIA) for trade secrets or proprietary information must provide the following information:

_____ herein claims protection under the VAFOIA of trade and/or proprietary
(Company Name)
secrets contained in the following sections of the proposal submitted in response to the RFP identified above.

SECTION:	TITLE OF SECTION
_____	_____
_____	_____
_____	_____

NOTE: Failure to specify areas of your proposal that are to be protected from public access either on this page or on the sections of your proposal for which protection is intended; will result in your firm’s proposal being subject to public inspection. Requests for protection after the deadline for submission of proposals will not be considered.

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Use attachments to incorporate additional documents as needed

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