

RFP #16-05



8570 EXECUTIVE PARK AVENUE  
FAIRFAX, VIRGINIA 22031

### Request for Proposals

<b>Number:</b>	<b>RFP 16-05</b>
<b>Title:</b>	<b>Provide Human Resources Training and Organizational Development Programs and Services</b>
<b>Date Issued:</b>	<b>April 13, 2016</b>
<b>Deadline for Questions:</b>	<b>2:00 p.m., May 3, 2016</b>
<b>Deadline for Submitting Proposals:</b>	<b>2:00 p.m., May 13, 2016</b>
<b>Proposals to Be Delivered to:</b>	<b>Procurement Department Fairfax Water 8570 Executive Park Avenue Fairfax, Virginia 22031</b>
<b>Procurement Contact:</b>	<b>Donald R. Legg, CPPO Procurement Manager Telephone: 703-289-6261 Facsimile: 703-289-6262 E-Mail: <a href="mailto:ProcDL@fairfaxwater.org">ProcDL@fairfaxwater.org</a></b>

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by the making of final payment of the Contract Sum, as adjusted by any change orders or amendments.

**Award** – means the decision by FW to award a Contract after all necessary approvals have been obtained.

**Contract** – means the written agreement which, following conclusion of negotiations and any Award hereunder, will be executed by FW and the successful Offeror. Upon execution, the Contract will memorialize the terms and conditions pursuant to which the services described herein will be performed (including the negotiated fees and any modifications to the Standard Terms and Conditions, among other matters) and will incorporate by reference the remaining Contract Documents.

**Consultant** – The person, firm, partnership, corporation, or other legal entity with whom FW enters into a Contract to perform the services contemplated by this RFP and includes the plural number and the feminine gender when such are named in the contract as the Consultant.

**Contract Documents** – means the documents referred to in Subsection 4.11 of this RFP. The Contract Documents are deemed to constitute an Agreement.

**Default** – means that the Consultant has failed to fulfill one or more of its obligations in accordance with the Contract Documents.

**Evaluation Committee** – Means the group of individuals appointed by FW to review, evaluate, and rank each Proposal and to make a recommendation for award.

**Notice** – The term “Notice” or the requirement to notify means all communications, notices, demands, instructions, claims, approvals, and disapprovals required or permitted under the Contract Documents. To be effective, Notices must be in writing and will be effective if delivered by U.S. Mail, hand delivery, or facsimile transmission to the business address or fax number of the Consultant as stated on its Proposal; or if delivered in person to the Consultant, or any officer or principal of the Consultant. Unless otherwise specified herein, Notices will be deemed to have been duly served on FW if delivered by U.S. Mail, hand delivery, or facsimile transmission to both: (i) the Director of Planning & Engineering, Fairfax Water, 8560 Arlington Blvd, Fairfax, Virginia 22031, fax number (703) 289-6382; and (ii) the Procurement Contact whose name, address and fax number are set forth on the cover page of this RFP. Any Notice that is sent by fax to a party hereunder will be effective, and will be deemed to have been received, only upon delivery of a duplicate copy by another means of delivery authorized herein. Either party may, by written notice delivered in the manner prescribed herein, change its address for receipt of Notices hereunder.

**Offeror** – means any person, firm, corporation, or other legal entity who submits a proposal in response to this RFP.

**Project Manager** – means the FW employee assigned to this Project for purposes of oversight of the project. The Project Manager will be responsible for all aspects of the Contract (excluding

**SECTION 2**

**2. SCOPE OF WORK**

**2.1 General Description of Summary and Requirements**

Fairfax Water vision is to aspire to remain a respected industry leader, upholding its customers' trust by providing water of exceptional quality and reliability, at a reasonable price, while supporting the high quality of life and economic vitality of the region." In addition, the mission of the organization is to provide its customers with reliable and abundant water of exceptional quality at a reasonable price."

Fairfax Water has approximately 440 full time active employees. The workforce is made up of 26 managers and directors and about 50 supervisory positions. The Human Resources Department provides services and support to all managers and employees in the delivery of training and development, employment, recruitment, employee relations, coaching, benefits, compensation, policy development, communication and other workforce programs as needed.

Fairfax Water training programs are designed in support of the organization's vision, mission and values. The core values of Fairfax Water are:

- Provide Quality Water Services
- Remain Customer Focused
- Act with Integrity
- Pursue Efficiency
- Provide Value
- Maintain Reliability
- Perform with Accountability and Transparency
- Promote Communication
- Encourage Innovation and Forward Thinking
- Inspire Teamwork and Respect
- Foster Employee Engagement

**2.2 Deliverables**

The successful provider/vendor may offer training services delivered in any of the following formats: internet-based synchronous, asynchronous or traditional classroom style format. Training delivery may accommodate a wide variance in software/hardware available within Fairfax Water.

Qualified providers/vendors shall have the ability to provide services in at least one of following areas and meet the requirements outlined.

1. The delivery of classroom training that includes the subject technical content and the delivery and presentation of complete training courses on specified topics. The training will include participant training materials, facilitator guides and any other materials required to deliver and complete the training. Work authorized under this contract may range from one-on-one to a training class size of 15 to 30 participants, depending on the level of individual attention

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example of how they have used Coaching to implement a Career Development/Planning or Individual Development Plan.

### 2.3 Coursework and Instructional Design Courses may include:

1. A mix of instructional formats to enhance the adult learner's instruction (e.g., case studies, lectures, group exercises, role plays, simulations, online learning, blended learning, etc.).
2. Adequate opportunities for the participants to practice skills, receive feedback and coaching, and reflect on the learning.
3. Techniques to draw on the participants' prior knowledge and experiences, challenge their assumptions, and link the concepts in the classroom to real work solutions,
4. A customized strategy, environment and culture.
5. An emphasis on the importance of continuous learning and suggestions for ongoing learning (e.g., follow-on readings, finding a mentor, seeking feedback, etc.).
6. Suggestions for short assignments that participants may use after course completion to practice what was learned and to transfer to on-the-job application.

### 2.4 Instructors-Vendors/Providers shall furnish qualified instructors capable of delivering instruction. Instructors shall be able to:

1. Create a safe learning environment where participants are able to ask questions, experiment with new behaviors and make mistakes.
2. Address concerns, issues and relevant ideas generated by participants in the classroom, and adjust the agenda as necessary.
3. Surface the thoughts that drive behavior, and recognize and take advantage of coachable moments.
4. Present models and techniques in a straightforward and clear manner so that they are easy to remember and utilize.
5. Possess a good understanding of Fairfax Water's strategy, business environment and culture.
6. Reflect the diversity of the workforce and design training accordingly.

### 2.5 Course Delivery

- A. Hours – Official business hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday, but to accommodate shift workers, some services will be required at alternative times at the same rate. When alternative scheduling is necessary, it will be determined by the needs of the workgroup and time negotiated with the contractor. Offeror(s) shall make every attempt to ensure that training over a period of consecutive days, avoids breaks in the service delivery to the extent reasonably possible.
- B. Substitutions – Any necessary staff changes shall be reported along with the substitute's bio and resume. Further Fairfax Water expects the proposed substitute worker to be of comparable

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changes to their work and on the job performance resulted as a result of attending this training. .

- H. **Contractor Performance** –Evaluations will be used to evaluate the performance of each instructor. In order to remain on the approved list of training vendors, contractors shall maintain on overall consistent satisfactory rating on evaluations. If however, subsequent training does not reflect increased satisfaction by participants, the vendor will be removed from the list of vendors for that training. In addition through the comments submitted by participant evaluations a class redesign or adjustment may be made. Offeror(s) agree to meet Fairfax Water Human Resources Department staff upon provided notice and make required changes or updates to course materials in a timely manner and period not to exceed 30 days.
  
- I. **Course Closeout** – Once a project training program has been completed, the Contractor shall provide any and all of the following at FW's request:
  - 1. A brief (one or two page) summary.
  - 2. Completed course rosters, evaluations or other class materials as provided.
  - 3. The provider may be required to meet with the Human Resources Department staff and provide a briefing on the training.
  - 4. All changes to the vendor information including: corporate address, addresses for payment remittances, W-9 changes, etc., must be made in writing to the Finance Department and provided to the Human Resources Department.

**END SECTION 2**

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- B. FW 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 FW for such purpose. Oral communications between FW 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**

- A. FW 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 Offerors who are on record with FW as having received this solicitation. If, in the opinion of FW, 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 FW.
- B. 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 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to FW 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**

- A. 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.
- B. The attached Transmittal Form (Attachment "B") must accompany the proposal. The purpose of this form is to formally submit the proposal and bind the Offeror to the terms, conditions and specifications contained in the solicitation. The Form must be signed by an individual who is authorized to bind the Offeror's firm to all items in the proposal including products, services, etc., and prices, contained in the proposal. A transmittal letter may be substituted for the attached form. If used, the transmittal letter must include an affirmative statement that 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.

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4. Complete list of capabilities.
  5. Resumes of proposed instructors, coaches or OD practitioners proposed to perform under any resulting contract. Resumes should indicate education, background and recent relevant experience with the subject matter of this RFP. Current telephone numbers should be included. Each resume shall include the type of certification (e.g., ICF, Master Coach, Covey, etc.) and fluency in a language other than English if applicable. If not certified, please state “no certifications”.
  6. A summary and brief description (2 page maximum) of classes currently provided by offeror’s organization.
  7. Client reference list. List 5 clients for whom the offeror has delivered training, executive coaching or organizational development services. List the name of the organization, contact name and telephone number, and size of the organization. Please specify the type of work done for each of these clients including the category (Training, Organization Development or Coaching) and the specific content area.
  8. Confirmation of Compliance with the Specification(s)/Scope of Work: The Offeror shall describe how the proposal meets FW’s Specification and/or Scope of Work.
  9. References (Attachment “A”)
- B. Cost Proposal (Volume II): The cost of the proposal shall be described in sufficient detail to allow the Committee to understand all cost elements (materials, labor, design fees, etc.). Any related costs such as travel, housing, food, etc. must be included. Include as part of the cost proposal a list of all employees by position/title, hourly pay rate and number of hours the person will be working on this project. This information is for informational purposes and for budget planning in the event that additional services are required. FW reserves the right to expand or contract the scope of the project and project costs may increase or decrease accordingly. The FW Project Manager must approve changes proposed by the Contractor in writing prior to implementation. The Contractor will be given reasonable advance notice of any changes in the scope of the contract by FW.

### 3.10 Evaluation Process

- A. Evaluation Committee: FW will establish an Evaluation Committee (the “Committee”) to review and rank each proposal. The Committee will be composed of the Purchasing Contact identified on the cover page and other individuals designated by FW. The Committee may request additional technical assistance from other sources.
- B. Qualifying and Evaluating Proposals: Each proposal will first be reviewed for compliance with the requirements of this RFP. The Offeror assumes responsibility for addressing all necessary technical and operational issues in order to meet the objectives of the RFP. Each proposal will be evaluated according to the criteria listed below:

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 FW 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 the 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 FW 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 FW 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 FW.

**4.3 Annual Economic Price Adjustment**

A. In the case of annually renewable contracts, the Contractors may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics (BLS) for the 12 month period ending 90 days prior to the end of the then current contract year. The Offeror may in its proposal substitute the CPI-U with any other BLS price index (e.g. Producer Price Index – metals) providing that the substitute price index constitutes the greatest component of the contract item. No other economic price adjustments will be allowed. Requests for price increase must be submitted within 90 days of publication by the Bureau of Labor Statistics.

B. Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.

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solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the FW General Manager or purchasing / designee contact identified on the cover page. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract.

### 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. FW may order changes within the general scope of the contract at any time by Notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. 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 FW 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 FW'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 FW with all vouchers and records of expenses incurred and savings realized. FW 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 FW 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, 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

**4.15 Familiarity with Specifications**

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 FW 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 FW. It shall include the following items, which are listed in order of precedence:
  - 1. The fully executed contract between the parties, or FW 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 Specification 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.

**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 FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

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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 FW 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 FW 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 FW in the defense or investigation of any suit or action made or filed against FW 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 FW as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide FW 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 FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW 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 "occurrence" basis and shall be endorsed to include FW 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 FW against claims for injuries to members 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.

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- A. That any contract awarded by FW 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 FW 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 FW attributable to the work performed by the subcontractor under that contract; or
    - b. Notify FW 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 FW for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
  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 FW. 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 FW 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 12 months of the contract.

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on any Commodities not yet furnished to and accepted by FW 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 corporation, in accordance with the Virginia Freedom of Information Act.

### **4.31 Contractual Disputes \***

Contractual claims, whether for money or for other relief, will be submitted in writing not later than 60 days after final payment; provided however, that written notice of the Consultant's intention to file such claim must:

Be delivered to the attention of FW's Procurement Representative assigned to this contract at the address shown on the cover sheet of this RFP, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and

Contain a reasonably detailed description of the basis of the claim otherwise the claim will be deemed to have been waived. FW will make a written decision upon any such claim within 60 days after submittal of the claim. The Consultant will not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless the Consultant initiates legal action as provided in Section 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in the Consultant being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be the Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Virginia Code has been established for contractual claims under this Agreement.

No claim of any nature will be made against FW by or on behalf of a subcontractor unless the Consultant has first: (a) evaluated such claim thoroughly and determined it to be meritorious; (b) issued a written notice to the subcontractor finding the subcontractor's claim to be meritorious and setting forth any additional compensation or additional days to be paid or granted to the subcontractor on account of such claim; and (c) paid the subcontractor in full for such claim. In presenting such a claim, the Consultant will provide FW with a copy of the written notice to the subcontractor and with evidence of payment in full of the subcontractor's claim. No such claim will exceed the amount actually paid to the subcontractor.

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

RFP # 16-05

**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.

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

<b>Company Name (printed)</b>		<b>Federal ID Number</b>	
<b>Street (printed)</b>		<b>Telephone:</b>	
<b>City, State, Zip (printed)</b>		<b>Facsimile:</b>	
<b>Printed</b>	<b>Title</b>	<b>E-mail:</b>	
<b>Signed</b>	<b>Dated</b>	<b>F.O.B.:</b> <b>(Shipments are FOB Destination unless otherwise specified)</b>	
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.			
VSSC ID Number: _____			
If you do not have a VSCC identification number, explain why it is not required in the space below: _____ _____ _____			