



MORIN BUILDING 8570 EXECUTIVE PARK AVENUE FAIRFAX, VIRGINIA 22031

April 3, 2018

To: All Prospective Offerors

Issued by: Elizabeth B. Dooley, CPPO, CPPB, Procurement Lead Buyer

Subject: Addendum #2, RFP 18-39, Water Main Design Professional Services - BOA

The purpose of this addendum is answer questions submitted by the specified deadline.

QUESTIONS AND ANSWERS

1. 3.14 Negotiation states "FW staff will engage in individual discussions with two or more Offerors.... Negotiations will then be conducted, beginning with the Offeror ranked first." Could you please clarify if it Fairfax Water's intent to select one firm or two firms for this contract?

Response: It is Fairfax Water's intent to make only one contract award.

RFP MODIFICATIONS

The following is hereby modified:

- Section 1 has been modified to add the following clauses (previously in Section 4):
 - 1.4 Cancellation
FW may cancel this RFP at any time and for any reason prior to award.
 - 1.5 Price Firm Period
Proposal Prices: Pricing will be firm and fixed as originally offered and accepted for the first 12 months of any resulting Contract.
 - 1.6 Compliance With Laws
The Offeror hereby represents, warrants, covenants, and agrees as follows:
 - 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 FW, 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 will not become in arrears to any such entity during the term of this Contract;
- C. It will comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It will obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary for the lawful performance of its obligations under this Contract.
- E. The parties hereby acknowledge and agree that all provisions required by any Applicable Law to be set forth in this Request for Proposals will be deemed to have been included herein as if, and to the same extent as though, such provisions were to have been set forth in the Request for Proposals in their entirety.

1.7 Familiarity With Specifications

- A. Each Offeror will bear responsibility for thoroughly examining this RFP 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 will 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.
- B. The submission by an Offeror of a Proposal in response to this RFP will be deemed to constitute a representation on the part of such Offeror that it has thoroughly examined this RFP 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.

1.8 Debarment Status

Neither the Consultant nor any officer or employee thereof has been debarred or suspended, or otherwise excluded from or ineligible for participation in, any public procurement activity of a nature similar to this RFP. The Consultant will not knowingly engage any subcontractor who has been debarred or suspended or who is otherwise excluded from or ineligible for participation in a public procurement activity and will include in each of its subcontracts and subcontractor agreements certifications on the part of its subcontractors that satisfy the requirements of this provision.

1.9 Ethics In Public Contracting *

The Offeror hereby certifies that it has familiarized itself with Sections 2.2-4367 through 4377 of the Act ("Ethics in Public Contracting"), and that all amounts received by it and all actions by or on behalf of the Consultant, pursuant to a contract resulting from this solicitation, will be proper and in accordance therewith.

1.10 Incorporation By Reference

This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which may be accessed at the following website:

www.fairfaxwater.org

The terms, conditions and specifications contained herein including any attachments or addenda are incorporated into any contract issued as a result of this solicitation.

1.11 Precedence Of Terms

By submitting a proposal in response to this solicitation, the Offeror agrees that the terms and conditions contained in this RFP will control any contract arising from this solicitation. To the extent that a conflict arises or is found to exist between the Offerors' proposal and this solicitation, including any addenda thereto, the terms, conditions and specifications contained in this solicitation and any addenda thereto will in all cases prevail.

2. Section 3.10, B, 11 has been removed.

3. Section 4 of the RFP has been removed and replaced by the Revised Attachment A – Form of Contract (Addendum 2 – Attachment 1).

RFP 18-39 – ADDENDUM 2 - ATTACHMENTS

RFP 18-39 – Addendum 2 – Attachment 1 – Revised Attachment A – Form of Contract

RFP 18-39 – Addendum 2 – Attachment 2 – Sign-in Sheet

No other modifications were made to the RFP.

RFP 18-39 – Water Main Design Professional Services - BOA

Acknowledgement

Acknowledge your receipt of, and compliance with, this Addendum by either signing the attached acknowledgement, or referencing its receipt and your compliance, in your proposal.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM # 2

I certify that the information contained in the proposal submitted on behalf of the below named firm incorporates any and all changes to the original specification. I further certify by my signature below, that I am fully authorized to acknowledge receipt of the above addendum and also bind the below named firm to the terms, conditions and specifications of the RFP and any changes thereto made by this addendum.

ACKNOWLEDGED BY:

FOR: _____
Company Name

Date

of Authorized Agent

Signature

Printed/typed name

Title