



FAIRFAX COUNTY WATER AUTHORITY  
8570 Executive Park Avenue, Fairfax,  
Virginia 22031-2218  
[www.fairfaxwater.org](http://www.fairfaxwater.org)

**REQUEST FOR PROPOSAL**

**Number:** 21-024

**Title:** Customer Service Operational Assessment Master Plan

**Date Issued:** April 15, 2021

**Deadline for Questions:** April 22, 2021 5:00 P.M. EST,

**Deadline for Submitting Proposals:** 2:00 P.M. EST, Tuesday, May 11, 2021

**Proposals to Be Delivered to:** Procurement Department  
Fairfax Water Authority  
8570 Executive Park Avenue  
Fairfax, Virginia 22031

**Procurement Contact:** Donald R. Legg, CPPO, CPPB  
Procurement Manager  
E-Mail: [dlegg@fairfaxwater.org](mailto:dlegg@fairfaxwater.org)

## Table of Contents

1.	INTRODUCTION & BACKGROUND .....	4
1.1	Introduction To Fairfax Water .....	4
1.2	Background .....	4
2.	PROJECT SCOPE OF SERVICES .....	7
2.1	General Requirements .....	7
2.2	Desired Qualifications Of An Offeror .....	7
2.3	Scope Of Services .....	8
2.4	Deliverables .....	9
3.	INSTRUCTIONS TO OFFERORS .....	10
3.1	Additional Information .....	10
3.2	Trade Secrets Or Proprietary Information .....	11
3.3	Debarment Status .....	11
3.4	Conflict Of Interest Statement .....	11
3.5	Qualifications Of Offeror .....	11
3.6	Offeror Investigations .....	12
3.7	Competitive Negotiation For Non-Professional services .....	12
3.8	Authority To Transact Business .....	12
3.9	Insurance Requirements .....	12
3.10	Interest In More Than One Proposal, And Collusion .....	13
3.11	Proposal Withdrawal .....	13
3.12	Contract Award Is In The Best Interest .....	13
3.13	Notice Of Decision To Award .....	13
4.	PROPOSAL REQUIREMENTS .....	14
4.1	General .....	14
4.2	Expenses Incurred In Preparing Proposal .....	14
4.3	Proposal Form Submission .....	14
4.4	Incomplete Documents .....	15
4.5	Proposal Standards .....	15
4.6	Proposal Submittal Elements .....	16
4.6.1	Proposal Form .....	16
4.6.2	Executive Summary .....	16
4.6.3	Project Approach .....	16
4.6.4	Prior Experience .....	17
4.6.5	Question Responses .....	17

4.6.6 Project Team Organization And Staffing .....18

4.6.7 Pricing .....18

4.6.8 References .....18

4.6.9 Financial Stability .....18

5. EVALUATION PROCESS .....19

6. STANDARD TERMS AND CONDITIONS .....20

6.1 Authorization To Do Business in Virginia\* .....20

6.2 Antitrust .....20

6.3 Arrearage .....20

6.4 Assignment Of Interest\* .....20

6.5 Availability Of Funds .....21

6.6 Cancellation .....21

6.7 Compliance With Laws .....21

6.8 Contract Changes/ Change Orders .....21

6.9 Debarment Status .....22

6.10 Drug-Free Workplace To Be Maintained By Contractor\* .....22

6.11 Employment Discrimination By Contractor Prohibited; Required Contract Provisions\* .....23

6.12 Ethics In Public Contracting\* .....23

6.13 Examination of Records .....23

6.14 Familiarity With Scope Of Work .....24

6.15 Formation of Contract With Successful Offeror .....24

6.16 Governing Law; Venue; Waiver Of Jury Trial\* .....25

6.17 Incorporation By Reference .....25

6.18 Indemnification And Responsibility For Claims And Liability .....25

6.19 Insurance .....26

6.20 Partial Invalidity .....27

6.21 Payment .....27

6.22 Payment Clauses Required In All Contracts\* .....28

6.23 Precedence Of Terms .....29

6.24 Price Firm Period .....29

6.25 Tax Exemption .....29

6.26 Termination of Contract .....29

6.27 Unit Prices Prevail .....30

6.28 Virginia Freedom of Information Act .....30

6.29 Authority To Transact Business in Virginia\* .....30

6.30 Immigration Reform And Control Act Of 1986\* .....31

7. RFP ATTACHMENTS .....32

## **1. INTRODUCTION & BACKGROUND**

### **1.1 Introduction To Fairfax Water**

Chartered in 1957 by the Virginia State Corporation Commission as a public, non-profit water utility, Fairfax Water (FW) is governed by a 10-member Board of Directors composed of Fairfax County citizens appointed by the elected Fairfax County Board of Supervisors. A General Manager, supported by a staff of 474 water professionals, manages the day-to-day operations of the utility (see attached organizational chart).

FW's mission is to provide its customers with reliable and abundant water of exceptional quality at a reasonable price. FW aspires 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.

FW is Virginia's largest water utility and one of the 25 largest water utilities in the country serving nearly two million people in Northern Virginia. FW provides retail water service to Fairfax County and the Cities of Falls Church and Fairfax, and wholesale service to the Counties of Loudoun and Prince William, the City of Alexandria, the Towns of Herndon and Vienna, Fort Belvoir and Dulles International Airport.

FW has one of the lowest commodity rates in the Washington metropolitan region and is one of only a handful of water utilities in the country to receive an AAA rating from the top three bond rating agencies.

FW owns and operates two of the largest water treatment facilities in Virginia with an average daily water production of 163 million gallons and combined maximum capacity of 345 million gallons per day. The James J. Corbalis Jr. treatment plant is at the northern tip of Fairfax County and the Frederick P. Griffith Jr. treatment plant is on the southern border of Fairfax County. FW draws raw water from two primary sources: the Potomac River and the Occoquan Reservoir, which is fed by the Occoquan River. FW also purchases water from the Washington Aqueduct, owned and operated by the U.S. Army Corps of Engineers. Treated water from FW's two (2) treatment plants and the Washington Aqueduct is fed to an interconnected transmission and distribution system that includes 4,034 miles of water mains, 29,539 fire hydrants, and 101,254 valves. The FW infrastructure also includes 30 water tanks and 22 pumping stations.

### **1.2 Background**

FW is committed to delivering high quality water and excellent service at one of the region's lowest prices by optimizing business processes, leveraging appropriate technologies and skilled staff, and enhancing the customer experience. The vision of the Customer Service Department is to be consistently recognized by customers as excellent service providers. With a flexible workforce dedicated to the values of responsiveness, accountability, integrity, and teamwork, Customer Service strives to improve efficiency and the experiences of customers.

Customer Service Organization - A department of the Finance Division, Customer Service is supported by a total of 82 FTEs. The department is structured, and functions as follows (see attached Customer Service organizational chart including related FTEs by function):

Customer Contact – The Customer Contact Center responds to customer requests for service, including opening, closing, and modifying customer accounts as well as to customer questions related to services, billing, payment plans, water quality, water pressure, plumbing, and other related concerns. The Call Center handled more than 178,000 calls in 2019 along with 1,400 walk-ins, 17,835 emails and almost 10,600 online requests.

Customer Support - Provides support to Customer Service operations and associated business processes through high level knowledge resources, training, quality control monitoring, procedural documentation, and intranet site content. Works with the Technology Division to implement improvements to Fairfax Water’s Enterprise Resource Planning (ERP) system, SAP, to author change requests, and to document business system processes and procedures.

Revenue Management –

- Billing - Billing Representatives perform billing and collections procedures required to efficiently, accurately, and completely record revenue for over 280,000 customer accounts. Nearly 1.2 million bills were issued in 2019.
- Collections - Collections Representatives perform a variety of specialized activities associated with active delinquent accounts, such as reviewing accounts, processing payments, creating installment plans, applying charges, and scheduling disconnections due to non-payment. Representatives also process liens and assist with other collections activities as well as returned mail and forwarding address management. Almost 16,500 calls were handled in 2019.
- New Services - New Services Representatives coordinate, process, and maintain records relating to new construction within FW’s service area. Representatives also provide customers with new service rate information and create orders to install, upgrade, relocate, or repair services. Nearly 700 applications were received, and more than 2,860 calls were handled in 2019.

Dispatch - Receives and routes calls to emergency personnel for corrective action, enters work orders and account notes into SAP, and provides administrative support to the department.

Meter Reading - Meter Readers read residential, commercial, and wholesale meters on a scheduled basis as well as report damaged meters and meter lids, possible reasons for high or low consumption, vacant properties, improper fire hydrant usage, and other unusual conditions. More than 1.16 million-meter reads were conducted in 2019.

Field Services - Service Technicians respond to various internal and external requests including water service connections/disconnections, leak or low-pressure investigations, meter inspections, first response for main breaks and emergency calls, meter replacements, and water quality concerns/flushing. Service Technicians are assigned to designated areas

throughout the FW service area. Service Technicians processed nearly 115,500 service orders in 2019.

**Meter Maintenance** - Meter Technicians install, repair, and maintain inside residential water meters and AMR meters (and associated touch pads), maintain larger sized meters (over 1”), and inspect new meter settings and outside water services. The Meter Shop also maintains hydrant meter accounts, including billing and conducting an annual hydrant meter inspection program. More than 18,000 service orders were processed in 2019.

**Customer Base** – FW provides water service to over 280,000 customer accounts in Fairfax County and the cities of Falls Church and Fairfax. Of this total, there are approximately 269,000 residential accounts (single family, townhouses and apartments), 11,000 commercial and industrial accounts, and 1,400 municipal and institutional accounts. Additionally, wholesale service is provided to the Counties of Loudoun and Prince William, the City of Alexandria, the Towns of Herndon and Vienna, Fort Belvoir, and Dulles International Airport. FW is responsible for related meter reading, maintenance, testing and repairs.

FW’s customer base is affluent and well-educated as compared to many other metropolitan utilities. The median household income in the County is \$121,133 with 6.1% of the residents living below the poverty line (as of 2018). Fairfax County ranks as the seventh wealthiest county in the nation based on median household income. The median household income is almost two times the national figure. Beyond their higher incomes, residents in the region are also well-educated. According to the U.S. Census Bureau, 92.1% of the people in Fairfax County have a high school degree or higher and 61.1% have bachelor’s degree or higher. In addition, more than 96% of the households in the County have a computer and 93% have broadband internet.

**Meter Program** - FW currently has 242,392 direct-read meters in service, ranging in size from 5/8" to 10". In addition, there are 47,181 AMR meters in service, ranging in size from 5/8" to 8" in size. FW has evaluated AMR/AMI several times to date and cannot make the business case to expand installation of AMR meters or to pursue an AMI implementation. No AMR/AMI review or recommendations are being sought as part of this Assessment.

**Technology** - The SAP technology currently utilized to support Customer Service consists of a heavily modified version of CIC0 that was implemented in 2004. The Customer Interaction Center is used for direct customer contact. This platform allows agents to perform various transactions (e.g. customer validation, creation of accounts, start/stop service, view of meter readings, account balance overview, service orders, bill creation, correction and overview, installment plan creation, contact documentation and dunning correspondence). Workstations are used by Customer Service and Revenue agents and are the main Customer Relations Management (CRM) platform. The SAP Customer Service module is aging, and FW is interested in exploring an SAP overhaul, bolt-on, or other solutions to support effective and efficient business operations.

FW is in the process of migrating SAP from ECC to S/4HANA. The projected completion of that effort is July 2021. Although the SAP roadmap has moved away from CIC0, FW will leverage it as a temporary solution and is not opposed to its replacement.

FW is currently migrating to smart phone technology for meter reading collection. The timing of the new technology deployment is not known at this time.

Current telephony is a CISCO application using landlines and mobile phones through laptops utilizing an automatic call distributor (ACD). FW is interested in other communications technologies that could be deployed to enhance service and efficiency.

**Customer Portal** – FW’s self-service Customer Portal is a web-based platform that provides customers with a convenient single access point to obtain account information and conduct account transactions (such as making payments and sending online messages) regardless of time or user location. The Portal is available 24/7, 365 days a year on a desktop or mobile device via FWCustomer.org or the mobile app. More than 30% of FW customers are using the platform. Front line, support, and management personnel utilize the Admin Portal to provide additional assistance to customers with questions ranging from forgotten usernames, registered email addresses and passwords, and other bill and payment concerns.

## **2. PROJECT SCOPE OF SERVICES**

### **2.1 General Requirements**

FW is seeking an experienced consultant to conduct a comprehensive review of the Customer Service function at FW and to 1) identify benchmarks, metrics, and industry best practices for similar utilities and review current performance relative to these measures and practices, 2) review the Customer Service Department organizational structure, staffing levels, and current workflows, 3) review the current functionality of call center infrastructure and the customer service component of the enterprise resource planning system and related software (e.g. Customer Portal), 4) identify gaps in the current structure, staffing levels, workflows, and infrastructure relative to benchmarks, metrics and best practices, and 5) identify opportunities for improvements to achieve and/or maintain highly effective and efficient customer service functions.

### **2.2 Desired Qualifications Of Offeror**

In order to be deemed qualified to perform the services described in this RFP, an Offeror shall demonstrate knowledge of and experience with the following:

Experience successfully conducting Customer Service Operational Assessments, including preparation of Assessments for at least two (2) public utilities within the last five (5) years.

In addition to the above, Offeror shall demonstrate the following knowledge of and experience with:

- Knowledgeable of utility customer service functions, management, operations, structures, and related industry trends and best practices
- Knowledgeable of related technologies, utility industry trends and best practices
- Strong facilitation skills
- Experience in creating a neutral environment for, and soliciting input from, individuals from various areas of an organization

- Experience in gathering and utilizing data to inform the operational assessment
- Ability to constructively challenge key stakeholders
- Experience inspiring others to think innovatively
- Strong understanding of the structure and purpose of water or closely related utility organizations

## 2.3 Scope Of Services

FW is interested in reviewing consultant perspectives and recommendations (in submitted proposals) regarding the process of conducting this Assessment, including any suggested enhancements to General Requirements, Tasks, Deliverables and Timeline. The successful Offeror shall provide the following services:

Task 1 – Industry best practices, benchmarks, and metrics.

Prepare a Technical Memorandum identifying (water) utility industry best practices, benchmarks, and metrics related to the Customer Service function at Fairfax Water. These should be developed from ten to fifteen utilities similar in size and scope to Fairfax Water and may include utilities that provide services other than drinking water if applicable to the Customer Service function at Fairfax Water and the size and scope of the organization. Key customer service benchmarks to be identified by FW should be included, along with others proposed by the Offeror. Best practices relating to customer satisfaction and language assistance services (Spanish, Korean, Arabic, etc.) also should be identified by the Offeror. The benchmarked utilities must predominately utilize mechanical meters and bill on a quarterly basis. The full description of the benchmark and/or metric shall be included, with information to clearly identify relative performance within the industry, e.g. top quartile. Relevant information regarding the benchmarked utilities should be provided to support their inclusion for comparison purposes. The memo will include an analysis of Fairfax Water's current performance relative to the identified benchmarks and metrics and identify which industry best practices have been adopted.

Task 2 – Conduct an operational review of the Customer Service function.

1. Assess the meter reading, billing, collections, meter maintenance, contact center, field service operations, and related customer service functions.
  - Identify, define, and document core functions.
  - Catalog and review documented procedures.
  - Determine whether there are adequate job descriptions, optimized staffing levels and positions with respect to workload and overtime, appropriate span of management and supervisory oversight.
  - Benchmark staffing levels against comparable water utilities not predominately utilizing AMR/AMI.
  - Benchmark Fairfax Water's performance against industry best practices and comparable agencies.
2. Review the adequacy of existing metrics and reporting to assess operational performance.
3. Evaluate the effectiveness of customer communications practices and methods.

Task 3 – Conduct a review of currently implemented technology as it relates to the Customer Service function.

1. Identify current technology systems utilized to support the Customer Service function and document their core functions and how the respective applications are used to support Customer Service processes, to include but not limited to:
  - SAP Enterprise Resource Planning system
  - Enterprise Geographical Information System (EGIS)
  - Customer Portal
  - Meter Reading Devices
  - Telephony
  - Call Center tracking and analytics, including Quality Assurance
2. Document and describe current metrics and established on-demand reports from the various technologies currently utilized.
3. Review current training requirements for new Customer Service Representative hires as it relates to SAP and EGIS.
4. Identify best practices as related to implementation of technology to support the Customer Service function.

Task 4 – Conduct a SOAR/ SWOT analysis of the Customer Service function.

1. Identify strengths, weaknesses, opportunities and challenges as it relates to:
  - Staffing and operations
  - Existing technology applications and reporting
  - Customer experience (customer communications practices and methods)
  - Training of new Customer Service Representatives

Task 5 – Recommendations.

1. Develop recommendations related to:
  - Customer Service function organizational structure and staffing levels
  - Identify the gaps in the current functionality of technology applications and reporting relative to best practices to support high efficiency and effectiveness. Develop a high-level requirements document to identify desired technology enhancements to support the Customer Service function and related operational analysis and management
  - Improvements to training practices and processes to onboard new Customer Service Representatives in less time
  - Identify additional improvements to the overall Customer experience (communications practices and methods) relative to benchmark utilities

## **2.4 Deliverables**

The final project schedule will be negotiated with the selected Offeror; however, it is expected that the Work will be delivered no more than 20 weeks from Notice to Proceed. The deliverables shall include but are not limited to the following:

1. Draft Benchmarking Technical Memorandum
2. Final Benchmarking Technical Memorandum
3. Catalogued documented procedures
4. Customer Service SOAR/SWOT analysis summary
5. Draft high-level technology requirements document
6. Final high-level technology requirements document
7. Draft Report of findings and recommendations
8. Final Report of findings and recommendations
9. One (1) presentation of Draft Report to staff
10. One (1) presentation of Final Report to staff
11. One (1) presentation of Final Report to Board
12. One (1) Executive Summary (bullet points of key findings and recommendations)

### **3. INSTRUCTIONS TO OFFERORS**

#### **3.1 Additional Information**

All questions relating to this solicitation shall be submitted in writing to Donald R. Legg, CPPO, CPPB, Procurement Manager, in the Procurement Department via email to [dlegg@fairfaxwater.org](mailto:dlegg@fairfaxwater.org). For a question to be considered, the subject line of the email should state the following: **RFP 21-024** Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, offerors and prospective offerors are prohibited from contacting any FW staff other than those assigned to the Procurement Department.

#### **RFP 21-024 – TENTATIVE SCHEDULE**

- |                         |  |
|-------------------------|--|
| • RFP ISSUANCE          | 04/15/2021                             |
| • QUESTION DEADLINE     | 04/22/2021 @ 5PM EST.                  |
| • ADDENDUM 1 ISSUANCE   | 04/29/2021                             |
| • PROPOSALS DUE         | 05/11/2021 @ 2PM EST.                  |
| • ORAL PRESENTATIONS    | Week of 06/07/2021 (shortlisted firms) |
| • NEGOTIATIONS          | TBD                                    |
| • AWARD                 | TBD                                    |
| • CONTRACT COMMENCEMENT | TBD                                    |

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal addendum only. If this solicitation includes a separate FW contact for technical information, offerors are cautioned that any written, electronic, or oral representations made by any FW representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the Procurement Department.

### **3.2 Trade Secrets Or Proprietary Information**

Trade secrets or proprietary information that is submitted by an offeror in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the offeror must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Proposal Form, the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions to the VFOIA. It is the offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

### **3.3 Debarment Status**

The offeror shall indicate, in the space provided on the Proposal Form, whether or not it, or any of its principals, is/are currently debarred from submitting proposals to FW or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to FW or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

### **3.4 Conflicts Of Interest Statement**

The offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the offeror and notarized.

### **3.5 Qualifications Of Offeror**

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Manager that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each offeror may also be required to provide history and references which will enable the Procurement Manager to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by FW of a proposal and its respective offeror.

### **3.6 Offeror Investigations**

Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by FW that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

### **3.7 Competitive Negotiation For Non-Professional Services**

This solicitation is let under the Virginia Public Procurement Act (VPPA) procedure, "Competitive Negotiation for Goods and Services". Under this procedure, the content of the proposals, and the identity of the offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

### **3.8 Authority To Transact Business**

Any offeror organized as a stock or non-stock 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 of Virginia 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. The proper and full legal name of the firm or entity and the identification number issued to the offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any offeror that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the offeror is not required to be so authorized. FW may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in Virginia. Failure of a prospective and/or successful offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

### **3.9 Insurance Requirements**

Each offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a proposal to ensure they can

provide the specific coverage requirements and limits applicable to this solicitation. If the offeror is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to FW may be proposed by the offeror and considered by FW. Written requests for consideration of alternate coverage must be received by the FW Procurement Manager at least ten (10) calendar days prior to the date set for receipt of proposals. If FW denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If FW permits alternate coverage, an addendum to the Insurance Checklist will be issued prior to the time and date set for receipt of proposals.

### **3.10 Interest In More Than One Proposal, And Collusion**

More than one proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one (1) proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

### **3.11 Proposal Withdrawal**

No proposal may be withdrawn after it is filed unless the offeror makes a request in writing to the FW Procurement Manager prior to the time and date set for the receipt of proposals or unless FW fails to award or issue a notice of intent to award a contract within one hundred and twenty (120) days after the date and time set for receipt of proposals.

### **3.12 Contract Award Is In The Best Interest**

FW reserves the right to accept or reject proposals, to waive any informalities or irregularities therein and to contract as the best interests of FW may require in order to obtain the goods and/or services that best meet the needs of FW, as described in this RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to FW. FW reserves the right to negotiate the modification of terms and conditions with the offeror offering the best value to FW in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

### **3.13 Notice Of Decision To Award**

FW will post a written Notice of Decision to Award on our public website, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).

## **4. PROPOSAL REQUIREMENTS**

### **4.1 General**

Proposals must be submitted in hard copy and must be fully executed. FAILURE TO SUBMIT A PROPOSAL WITH A FULLY-COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person authorized to legally bind the offeror.

Offerors must include an original longhand signature in at least one of the proposals submitted and shall clearly mark on the face of that proposal the word "ORIGINAL". The additional copies required herein may include photocopies of the original Proposal Form.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, FW reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will NOT be accepted.

Proposals and all documents related to this solicitation submitted to FW by an offeror or a prospective offeror shall, upon receipt by FW, become the property of FW.

The offeror's proposal shall address the required information identified under the Proposal Submittal Elements section below, in the order listed, and shall not exceed the stated page limitations, if any. The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10-point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

### **4.2 Expenses Incurred In Preparing Proposal**

FW accepts no responsibility for any expense incurred by any offeror in the preparation and presentation of a proposal. All expenses related to an offer are the sole responsibility of the offeror.

### **4.3 Proposal Form Submission**

The required Proposal Form is provided with this solicitation. One (1) proposal with a Proposal Form containing an original longhand signature, and seven (7) additional copies, each including a photocopy of the original signed Proposal Form (eight (8) copies total) shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

Fairfax Water  
ATTN: Donald R. Legg, CPPO, CPPB  
Procurement Department  
8570 Executive Park Avenue  
Fairfax, Virginia 22031

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by FW.

### **4.4 Incomplete Documents**

Each offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its proposal and has an affirmative obligation to notify FW Procurement Manager immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential offeror downloaded an electronic version of the solicitation documents, that potential offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified FW Procurement Manager, the offeror hereby agrees to perform any work described in such missing or incomplete documents at the offeror's sole expense and at no additional cost to FW.

### **4.5 Proposal Standards**

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall

be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

1. All copies should be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
2. All copies shall be double-sided;
3. Covers or binders shall be recyclable, made from recycled materials, and/ or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
4. The use of plastic covers or dividers should be avoided;
5. Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and
6. Numbered tabs and dividers are required for each of the sections listed and, in the order below:

- PROPOSAL FORM
- EXECUTIVE SUMMARY
- PROJECT APPROACH
- PRIOR EXPERIENCE
- QUESTION RESPONSES
- PROJECT TEAM ORGANIZATION AND STAFFING
- PRICING
- REFERENCES
- FINANCIAL STABILITY

## **4.6 Proposal Submittal Elements**

### **4.6.1 Proposal Form**

Attachment A – Proposal Form must be fully completed and submitted in Tab I or the proposal could be deemed non-responsive. This attachment also includes the Conflict of Interest Statement & Insurance Checklist.

### **4.6.2 Executive Summary**

The Offeror's proposal shall contain an executive summary that summarizes why their firm is the most qualified for this scope of work, understanding of the services to be provided, anticipated challenges, innovative approaches, and opportunities for cost savings.

### **4.6.3 Project Approach**

The Offeror shall describe in narrative form the technical plan for accomplishing the Work to include the following:

Work plan with a detailed description of the approach, methods and activities to be conducted by the Offeror and FW to complete the requested scope of work, including (provide in Gantt Chart format):

- Specific activities (tasks & subtasks) to be conducted,
- Staff (Resources) to be assigned,
- Timeline for the activities (total number of hours/days),
- Milestones and deliverables tied to those activities,
- Detailed budget for each major task and subtask, along with the proposed payment schedule tied to project milestones and/or deliverables, and Critical Path for any tasks or subtasks which involves input and/or feedback (deliverables) from FW,
- Methodology planned to ensure an inclusive process that engages both business and technology staff in order to understand the environment and identify opportunities for improvement
- Communication plan to assist the executive leadership team

Offeror shall include written bi-weekly status reports covering activities, tasks and sub-tasks completed, issue/risk identification/resolution, impacts to scope, schedule, or budget.

Offeror may include modifications, additions or deletions of items in the RFP Scope of Work; however, reasons for changes should be fully explained.

#### **4.6.4 Prior Experience**

The Offeror shall demonstrate prior experience by providing summaries of Assessments completed within the last five (5) years from the RFP Issuance Date. The Offeror shall include a minimum of two (2) completed Assessments for other clients of similar size and function that meet the following requirements:

- At least one (1) Assessment must have been for a public utility comparable to FW in scope, size and meter program (no or limited AMR/AMI program)
- Offeror shall identify and detail the proposed Project Manager's background and experience qualifications. The Offeror shall identify the proposed Project Manager role(s) on the completed sample Assessments submitted as part of this proposal.
- The Offeror shall identify any other staff proposed in response to this RFP that were assigned to any of the completed Assessments requested above. The Offeror shall identify staff roles and responsibilities on the completed sample Assessment

#### **4.6.5 Question Responses**

Question 1 Fairfax Water has chosen not to fully implement AMR/AMI. What is your experience in working with water utilities that have chosen not to fully implement AMR/AMI?

Question 2 What experience do you have in evaluating manual meter reading in areas such as route optimization?

Question 3 What are the greatest threats to the success of this effort and what are your plans to mitigate those risks?

Question 4 What level of interaction do you expect to have with Fairfax Water employees throughout the consulting process to provide a successful outcome?

Question 5 What was the number of customer service employees, by function, at the utility in which your previous consulting jobs were performed?

Question 6 Which customer service applications or technologies did previous utilities that you have worked with use that are relevant to Fairfax Water?

Question 7 What customer service functions at previous utilities for which you have consulted required the most analysis?

Question 8 How would you overcome challenges if COVID restrictions prohibit or limit in-person work with FW staff?

#### **4.6.6 Project Team Organization And Staffing**

Offerors shall submit resumes inclusive of prime and subconsultant team members, inclusive of qualifications (including education, certification(s), position with firm, years and type of experience and any continuing professional education) of all staff to be assigned to the project. All proposed sub-consultants' firm names shall be noted at the top of each resume. All subconsultants and proposed staff will require pre-approval of FW.

Offerors shall submit an organizational chart detailing proposed governance structure for the project.

#### **4.6.7 Pricing**

Offerors shall provide a total cost for each task based on total hours and hourly rates for all assigned resources.

#### **4.6.8 References**

Using Attachment B, Offeror shall provide at least two (2) references based on the project's samples submitted under Prior Experience. FW reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.

#### 4.6.9 Financial Stability

The offeror shall provide a letter from an independent auditor attesting to the financial stability of the offeror. NOTE: review of financial stability will not be performed during the evaluation of written proposal and is therefore not part of the evaluation criteria for review of written proposals. Additional information may be requested by FW related to the Financial Stability of the Offeror.

### 5. EVALUATION PROCESS

**Evaluation Committee** - FW will establish an Evaluation Committee (the "Committee") to review, evaluate, 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.

**Evaluation Criteria** - FW is soliciting proposals from Offerors having experience and qualifications in the area identified in this solicitation. 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. Other information required by FW may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information that will clearly demonstrate the Offeror's expertise in the area of the services sought by this solicitation. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise, as well as provide alternative concepts.

An 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 upon the information provided in the written proposals submitted in order 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 consider 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.

## **6. 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.

### **6.1 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.

### **6.2 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.

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

### **6.4 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.

## **6.5 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.

## **6.6 Cancellation**

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

## **6.7 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.

## **6.8 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 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.

## **6.9 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.

## **6.10 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 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.

### **6.11 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.

### **6.12 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.

### **6.13 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 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.

#### **6.14 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.

#### **6.15 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.

### **6.16 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.

### **6.17 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.

### **6.18 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 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.

## **6.19 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

"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.

**6.20 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.

**6.21 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, 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.

## **6.22 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.

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.

### **6.23 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.

### **6.24 Price Firm Period**

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

### **6.25 Tax Exemption**

Fairfax Water is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. Fairfax Water's tax exempt number is 54-6025290.

### **6.26 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.

### **6.27 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.

### **6.28 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.

### **6.29 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.

#### **6.30 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.

**7.0 RFP ATTACHMENTS**

**FAIRFAX WATER  
REQUEST FOR PROPOSALS NO. 21-024  
ATTACHMENT A – PROPOSAL FORM**

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ANY ADDENDUMS THERETO, IS THE ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS AVAILABLE FROM FW'S WEBSITE AT: [http://www.fairfaxwater.org/procurement/current\\_bids.htm](http://www.fairfaxwater.org/procurement/current_bids.htm).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM FW, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

I. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN EIGHT (8) COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE THIS PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND SEVEN (7) ADDITIONAL COPIES, WHICH SHALL INCLUDE A PHOTOCOPY OF THE ORIGINAL SIGNED PROPOSAL FORM AND A ELECTRONIC COPY OF THE PROPOSAL ON SHAREPOINT SITE ACCESSABLE BY FW. THE ORIGINAL SIGNED PROPOSAL FORM SHALL BE THE FIRST PAGE OF THE ORIGINAL PROPOSAL.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

NAME (PRINTED): \_\_\_\_\_ TITLE:

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.:

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, §2.2-4342. Public inspection of certain records, F., of the Virginia Public Procurement Act states that the offeror the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

PROPOSAL FORM, PAGE \_\_\_\_\_ OF \_\_\_\_\_

Please mark one:

( ) No, the proposal I have submitted does not contain any trade secrets and/or proprietary information.

( ) Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE \_\_\_\_\_ OF \_\_\_\_\_

PROPOSAL FORM, PAGE \_\_\_\_\_ OF \_\_\_\_\_

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

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State the specific reason(s) why protection is necessary:

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PROPOSAL FORM, PAGE \_\_\_\_\_ OF \_\_\_\_\_

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of §2.2-4342. Public inspection of certain records, F., of the of the Code of Virginia. Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT NAME AND TITLE \_\_\_\_\_

PROPOSAL FORM, PAGE \_\_\_\_\_ OF \_\_\_\_\_

SUBMITTED BY: (LEGAL NAME OF ENTITY)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:					
ANY OFFEROR EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO FAIRFAX WATER AUTHORITY, OR ANY OTHER STATE OR POLITICAL SUBDIVISION IN THE COMMONWEALTH OF VIRGINIA?					
OFFEROR STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

**FAIRFAX WATER  
REQUEST FOR PROPOSALS NO. 21-024  
ATTACHMENT B – REFERENCES**

**Project Reference 1**

1. Project Title, Customer, and date completed:

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2. Name, title, address, phone number, and email of the owner:

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Individual to Contact and Title: \_\_\_\_\_

3. Description of specific work performed:

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4. Contract price:

Original contract value: \_\_\_\_\_

Final contract value: \_\_\_\_\_

**Project Reference 2**

1. Project Title, Customer, and date completed:

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2. Name, title, address, phone number, and email of the owner:

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Individual to Contact and Title: \_\_\_\_\_

3. Description of specific work performed:

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4. Contract price:

Original contract value: \_\_\_\_\_

Final contract value: \_\_\_\_\_