



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

## **Request for Proposals**

**Number:** 23-031

**Title:** P&E Building Refurbishment

**Date Issued:** Friday, June 23, 2023

**Deadline for Questions:** Thursday, July 6, 2023

**Submittal Deadline (Phase I):** Prior to 2:00 p.m., Local Prevailing Time: Tuesday, July 18, 2023

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

**Procurement Contact:** Torry Huff, VCCO, CPPB, CPPO  
Procurement Program Supervisor  
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### SECTION 1

#### 1. SUMMARY INFORMATION

##### 1.1 Introduction and Objective

The Fairfax County Water Authority, doing business as Fairfax Water (FW) was created under the Virginia Water and Waste Authorities Act pursuant to resolutions adopted by Fairfax County on September 26, 1957.

The objective of this Request for Proposals (RFP) is to establish award a contract for the Planning & Engineering (P&E) Building Refurbishment Project.

This RFP process will be completed in two (2) separate phases. Details regarding Phase I and Phase II are provided in Section 3 of this RFP.

##### 1.1 Contract Award

A contract will be awarded to the Offeror whose proposal is determined to be the most advantageous to FW. The successful Offeror will be notified by issuance of a Purchase Order or written contract. Public notice of award will be posted on the official FW web site: ([http://www.fairfaxwater.org/procurement/notice\\_of\\_award.htm](http://www.fairfaxwater.org/procurement/notice_of_award.htm)).

##### 1.2 Definitions

Whenever used in this RFP or in the other Contract Documents, the following terms have the following meanings, which are applicable to both the singular and plural and the male and female gender thereof:

**Acceptance** – FW’s acceptance of the project from the Consultant upon confirmation from the Project Manager and the Consultant that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the Contract 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

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(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.

**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 contract modifications) after contract award, including but not limited to approving design changes, and authorizing payment for completed work, etc.

**Proposal** – means the response by an Offeror to this Request for Proposals issued by FW. The response may include but is not limited to a description of technical expertise, work experience, and other information requested in the solicitation.

**RFP** – means this Request for Proposals and includes any document, whether attached or incorporated by reference, and any Addenda.

**Specifications** – The term “Specifications” refers to the written technical description of materials, equipment, construction systems, standards, and workmanship to be applied to the Work and certain administrative details applicable thereto.

### 1.3 Term of Contract and Contract Renewal

- A. Term: The term of the contract shall be the time required to complete all contractual obligations.

**End Section 1**

**SECTION 2**

**2. SPECIFICATIONS/SCOPE OF WORK**

**2.1 Description and Summary Requirements**

The P&E Building Refurbishment is located at 8560 Arlington Boulevard, Fairfax, VA 22031. The P&E Building is a three (3) story building, totaling 35,000 square feet. Only floors 2 and 3 will be included in the Scope of the Work, totaling 11,717 and 10,613 square feet respectively. These floors currently accommodate approximately 45 full-time employees. The existing facility includes 7 stand-alone office spaces, 50 cubicle spaces, and 6 conference rooms. See enclosed Attachment F – Floor Plan.

The project may include, but is not limited to, the following:

**Interior Design**

The contractor shall provide interior design services to create a cohesive and functional design for the office space. The design shall meet the requirements of Fairfax Water and take into consideration the available space, natural lighting, number of employees, type of work being performed, and storage needs, among other factors.

**Furniture**

The contractor shall provide all necessary furniture, hardware and equipment, including cubicles, standalone office desks, chairs, and storage units. The contractor will be responsible for the procurement, temporary storage, delivery, and installation of all furniture and design aspects. The furniture should meet the requirements of the design and be of high quality.

**Flooring**

The contractor shall replace the existing carpet throughout the building. This will involve removing and disposing of the existing carpeting and installing new flooring that meets the requirements of the design.

**Painting**

The contractor shall paint the walls of the office space. This will involve using owner specified paint manufacturer and color codes.

**2.2 Minimum Qualifications & Required Experience**

In order to be deemed qualified to perform the Work, the Offeror must demonstrate, among other items set forth in as below, that it has the minimum prior experience overseeing/managing multiple trades and phased work. In order to satisfy this requirement, an Offeror must provide all requested information set forth in the Qualification Statement with respect to each of the following criteria:

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1. The Offeror shall have completed at least three (3) similar projects for governmental, institutional or private owners, valued at \$500,000 individually or more in the past seven (7) years from the date of RFP issuance.
2. Satisfactory experience building, interior design, and furniture installation within the last ten (10) years. Provide the current status of projects in progress, including project duration and anticipated completion of each project. Explanations shall be given for any project that is finished or is currently behind schedule.
3. Name, address, and telephone number of individual(s) representing owners of each listed project who are familiar with the services provided by Offeror. Fairfax Water will contact the individual to verify the experience and satisfactory performance of services by the Offeror.

### **Offeror's Proposed Key Personnel**

Offeror shall provide detailed information on the key personnel you propose and intend for this project, including at a minimum Project Manager and Project Superintendent. Information will address the individual's qualifications, relevant certifications, and experience with projects of similar size and type.

### **Offeror's Quality Control Program**

Offeror shall provide a description of Offeror's Quality Control Program utilized to provide quality completed work.

### **Offeror's Safety Personnel**

Offeror shall provide the names, professional certifications, and resumes of the Offeror's Safety Professionals who are responsible for implementing the Offeror's Health and Safety Plan.

## **2.3 References**

Using Attachment "A", provide at least five references for which you have provided the same or similar services within the last three years. FW reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.

## **2.4 Insurance Claims Against Offeror**

In addition to the mandatory insurance requirements listed in Section 4.20 (Insurance) and at the request of FW Offerors shall submit a list of all insurance claims made against it within the past 12 months. FW reserves the right to reject any offer if in FW's opinion the amount or number of claims is deemed to be excessive. Failure to provide this information may result in rejection of your proposal.

**END SECTION 2**

**SECTION 3**

**3. SUBMISSION OF PROPOSALS AND METHOD OF EVALUATION**

**3.1 General**

The following general information is provided and shall be carefully followed by all Offerors to ensure that proposals are properly prepared.

- A. A transmittal letter prepared on the Offeror's business stationery must accompany the proposal.
- B. Each Offeror must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority to bind the corporation to the terms and conditions of this solicitation.
- C. FW reserves the right to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of FW.

**3.2 Proprietary Information**

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

**3.3 Questions and Communications**

- A. All contact between prospective Offerors and FW with respect to this solicitation will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and comments regarding the meaning or interpretation of any aspect of this solicitation must be submitted in writing to the Procurement Contact identified on the cover page to this solicitation and must be received by the Procurement Contact on or before the deadline for submitting questions that is specified on such cover page. Only written questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.



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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, 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 a 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 Procurement 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 Phase I of the submittal. 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 state that the person signing the transmittal letter is authorized to bind his/her firm. The letter must also provide all the information contained on the Transmittal Form.

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C. Submit six (6) sets of your Proposal in two separate, sealed volumes on two different dates.

**Phase I** shall contain the qualifications of the firm and the proposed team performing the work. Phase I requirements include Attachment A – References, Attachment B – Transmittal Form, Attachment D – Qualifications Statement, & Attachment E – Project Survey. Those offerors who meet the qualification requirements will be invited to submit in Phase II at a later specified date.

**Phase II** shall contain the technical and cost portions of your proposal. The set of original signed documents must be uniquely identified on the cover of each Phase. **The submittal deadline for Phase II will be provided at the conclusion of Phase I.** There will be an opportunity to complete a site visit of the building prior to the submission deadline of Phase II.

D. All proposals must be submitted in a sealed package(s). No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Proposal packages must be identified on the outside as follows:

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

<i>Name of Offeror</i>	<i>Due Date</i>
_____	_____
<i>Street</i>	<i>RFP No.</i>
_____	_____
<i>City, State, Zip Code</i>	<i>RFP Title</i>
_____	_____

**3.7 Late Proposals**

Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Proposals received after the proposal submission deadline will be returned to the Offeror unopened providing that sufficient proposal identification information is shown on the outside of the proposal envelope.

**3.8 Proposal Organization**

A. Qualifications Proposal: (Phase I): Transmittal Form, Qualifications Statement, Project Survey, References.

1. Company History: The Offeror will briefly describe its company history, sales history, and history of performing work as described herein.
2. Written Narrative: Each Offeror must provide a written narrative that discusses the Offeror’s experience in providing the services described in Section 2. Include any special qualifications, experience, awards, etc.

B. Technical & Cost Proposal (Phase II): All proposal elements except price shall be included in the Technical Proposal and shall include at a minimum the following:

1. 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. If any

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portion of the specification cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.

2. Cost Proposal (Phase II): The cost of the proposed solution 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. The total cost to complete the project as offered shall be firm and fixed and requests by the Contractor to increase the Contract price will not be considered. 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.

### 3.9 Evaluation Process

- A. Evaluation Committee: FW will establish an Evaluation Committee (the “Committee”) to review, qualify, and rank each proposal. The Committee will be composed of the Procurement 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: Proposals will be reviewed in two phases:
  - a. Qualifications (Phase I) – Fairfax Water will evaluate each Offeror’s Qualifications meeting the requirements of the RFP and experience with similar projects. Offeror’s will be evaluated on the information they provide in the following forms:
    1. References
    2. Qualification Statement
    3. Project Survey
  - b. Technical & Pricing (Phase II) – Those offerors deemed qualified in Phase I will be asked to submit a fully detailed proposal in Phase II. 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:
    1. Responsiveness and completeness of the proposal
    2. Project Understanding
    3. Approach/Schedule
    4. Proposed Materials/Warranty
    5. Interior Design
    6. Price

### **3.10 Acceptable and Unacceptable Proposals and Rejection of Offers**

FW reserves the right to reject any or all proposals received. Proposals must meet or exceed the mandatory requirements of the Specification section. If an Offeror does not meet a mandatory requirement, FW may classify the proposal as “not responsive.” The Evaluation Committee may determine that an Offeror is "not responsible," i.e., does not have the capabilities in all respects to perform the work required. The Committee may determine that a proposal meets the Specification/Scope of Work but does not raise itself to the competitive level of some or all the other offers. In such instances, the Committee shall issue a determination that all such proposals are “not reasonably susceptible of being selected.” Offers deemed by the Committee to be not responsive, not responsible, or not reasonably susceptible of being selected will be excluded from further consideration and the Offeror so notified.

### **3.11 Presentations/Showroom Site Visits**

Finalists may be required to make individual presentations to the Committee as part of the technical evaluation process in Phase II. In addition, finalists shall provide an overview of all proposed materials and alternates in a single showroom at a date and time specified by Fairfax Water.

### **3.12 Final Ranking and Selection**

After each proposal has been evaluated, they will be ranked. FW shall invite the highest ranked Offerors to enter negotiations with FW. Upon completion of negotiations, the Committee will make a recommendation to the Committee Chair to award the contract to the Offeror whose proposal is determined to be the most advantageous to FW.

### **3.13 Negotiation**

After selection, but prior to contract award, the Committee reserves the unilateral right to negotiate any aspect of the proposal or proposed contract in any manner that best serves the needs of FW and is within the scope of the solicitation. FW also reserves the unilateral right to accept the best proposal as submitted without negotiation, and therefore Offerors must not assume that they will be given an opportunity to change any part of their proposal, including the Price Proposal.

**End Section 3**

**SECTION 4**

**4. STANDARD TERMS AND CONDITIONS**

**4.1 Agreement For Service**

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.**

**4.2 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.

**4.3 Antitrust**

By entering 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.

**4.4 Arrearage**

By submitting an offer in response to this solicitation, the individual or firm submitting the offer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing FW, 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 a diligent effort to avoid becoming in arrears during the term of the contract.

**4.5 Assignment of Interest**

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without the prior written consent of FW, which FW shall be under no obligation to grant.

**4.6 Availability of Funds**

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

**4.7 Cancellation**

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

**4.8 Compliance with Laws**

The Offeror hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing 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 shall not become so in arrears during the term of this Contract; and
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

**4.9 Contract Changes / Change Orders**

- A. No verbal agreement or conversation with any officer, agent or employee of FW 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 FW unless made in writing and signed by the FW General Manager or Procurement Manager / 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

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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 of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **4.12 Employment Discrimination by Contractor Prohibited\***

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

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occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **4.13 Ethics in Public Contracting\***

Offeror hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith.

### **4.14 Examination of Records**

The Contractor agrees that in any resulting contract, either FW 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. 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 FW, whichever is sooner. The contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

### **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:



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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.

### **4.18 Incorporation by Reference**

- A. This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a proposal in response to this solicitation, all Offerors acknowledge the VPPA and agree to be bound by it. The VPPA may be accessed via the Virginia Department of General Services, Department of Purchases and Supply Website: <http://www.eva.virginia.gov/buyers/pages/vppa.htm>.
- B. The terms, conditions and specifications contained herein including any attachments or addenda are incorporated into any contract issued as a result of this solicitation.

### **4.19 Indemnification and Responsibility for Claims and Liability**

With respect to any contract that results from this solicitation, Offeror is bound by the following:

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, 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.

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- B. FW 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. FW 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 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.
- 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 FW harmless from any and all loss, including Attorneys' fees arising out of any such claim.

### 4.20 Insurance

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, any Offeror may be required to provide a list of all insurance claims made against it within the past 36 months. FW reserves the right to reject any bid if in FW'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 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.

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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)	\$2,000,000
◆ 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.

G. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

**4.21 Partial Invalidity**

Neither any payment for, nor acceptance of, the whole or any part of the services by FW, 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 FW, 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 FW to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

**4.22 Payment Clauses Required in All Contracts\***

Any contract awarded by any state agency, or any contract awarded by any agency of local government in accordance with § 2.2-4352, shall include:

1. A payment clause that obligates a contractor on a construction contract to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's

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noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

2. A payment clause that obligates the contractor to take one of the two following actions within seven days after receipt of amounts paid to the contractor by the state agency or local government for work performed by the subcontractor under that contract:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
  - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
3. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
4. An interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the state agency or agency of local government for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 2.
5. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." Any such contract awarded shall further require the contractor to 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. 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 the state agency or agency of local government. 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.

### 4.23 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

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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.

### **4.24 Price Firm Period**

Proposal Prices: Pricing shall be firm and fixed as originally offered and accepted..

### **4.25 Tax Exemption**

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

### **4.26 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 FW, 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 FW 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, FW as of the effective date of any such termination.
- C. For Convenience. FW 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, FW 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 FW. 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 FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

**4.27 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 Phase 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.

**4.28 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.

**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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**4.32 No Employment of Unauthorized Aliens \***

The Consultant hereby covenants and agrees that it does not, and will not during the term of the Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

**4.33 Faith Based Organizations \***

FW does not discriminate against faith-based organizations.

**End Section 4**

**SECTION 5**

**5. SPECIAL TERMS AND CONDITIONS**

**5.1 Inspection of Job Site (Phase II)**

- A. Pre-Existing Conditions: By submitting an offer in response to this solicitation, Offeror agrees that it will perform a diligent site tour, prior to Phase II. Offerors confirm that the price elements contained in its financial proposal reflect any and all conditions under which the Work must be accomplished. After contract award, any claim based upon conditions that the Contractor should reasonably have discovered during the site survey will not be considered by FW.
- B. Changes to Existing Conditions: Contractor shall promptly notify the Project Manager or his designee of any site changes that may affect the Project as soon as such changes are discovered. Work in the affected area shall be halted until the Project Manager or his designee inspects the newly discovered condition. To the extent that such changes affect the scope of the contract, the Contractor shall submit a written proposal for any work necessary to complete the Project. Such proposals shall be submitted within ten days of discovery and shall include a detailed listing of all additional price changes to FW.

**5.2 Delays**

- A. By the Contractor: Once started, this project must continue without delay or interruption. Unauthorized delays by the Contractor are prohibited. After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such a declaration is made, FW reserves the unilateral right to cure the default by any means available to FW, including (but not limited to) liquidated damages, redeeming the Contractor's Performance Bond (or other security as agreed to by FW prior to contract award); and to recover any additional costs, lost funds and/or related expenses. This is not a limitation of FW's legal rights to recover damages due to Contractor default in any other way.
- B. By FW: The Contractor shall not be responsible for delays caused by FW, its agents, or other Contractors. To the extent that the Contractor is unable to proceed due to the actions or inactions of FW, its agents, employees or other Contractors, the Contractor shall be granted an extension to the installation schedule equal to the documented amount of time the Contractor was prevented from performing work. The Contractor shall not be eligible for damages as a result of FW delays.

**5.3 Warranty**

- A. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- B. Materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 12 months following date of final acceptance. Should any defect be noted by FW,



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the Project Manager will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) FW does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to FW and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

- C. Work not conforming to these warranties shall be considered defective.
- D. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

**NOTE:** Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

### 5.4 Site Safety and Access

- A. The Contractor shall schedule and coordinate the Work and install temporary facilities as required to maintain continuous operation and access to existing equipment in the area of Work. The Contractor shall not commence retrofit work until authorized by the FW Project Manager. The Contractor is advised that FW may, at its sole discretion, delay or stop work as required to ensure continuous and reliable operation of the facility, especially during peak flow events.
- B. The Contractor shall secure the Site and all areas of Work to prevent access and the potential for injury to its employees, FW employees, its agents, and others by construction and installation of temporary guard-rails, fencing, barricades, highway cones, warning signs/tape, etc. and/or other appropriate means, and as directed by the FW Project Manager. Such hazards include but are not limited to mechanical hazards, electrical hazards, surface irregularities or construction tools and equipment.
- C. FW shall have the right to deny access to the Site, or require the Contractor to remove from the Site, any individual who has exhibited violent, abusive, or threatening behavior or conduct.
- D. FW may limit, restrict, or prohibit access to areas of the Site on a permanent or temporary basis. When access to such restricted areas is required by the Contractor to perform the Work, the Contractor shall obtain permission from the FW Project Manager and shall comply with such conditions or limitations to access as may be imposed by the FW Project Manager.
- E. FW may restrict parking or require parking permits for vehicles to be brought onto the plant. The Contractor shall be responsible for arranging transportation for its personnel to reach the job sites from whatever parking area is provided by FW.

### 5.5 Contractor's Compliance and Safety Program

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- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
1. The Virginia Uniform Statewide Building Code,
  2. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes),
  3. Virginia Department of Health (VDH) regulations,
  4. Virginia Department of Environmental Quality (DEQ) regulations,
  5. Virginia-OSH (VOSH) regulations, and
  6. National Electric Code (NEC).
- B. The Contractor shall have a written safety program that complies with all applicable OSHA and VOSH standards for General Industry regulations and a written Permit Required Confined Space Entry Program that complies with VOSH Standard Confined Space Entry Standard 1910.146. A copy of these programs shall be provided to FW with the Contractor's general safety program not later than seven days after contract award and before beginning work.
- When working in a confined space, the Contractor shall utilize only personnel trained for confined space entry and shall provide all entry equipment including atmospheric test equipment.
- C. Hard Hat Area: Contractor's employees shall wear hard hats while working outdoors at the work site.

### 5.6 Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this RFP. The use of subcontractors is prohibited unless:
1. A request to include a subcontractor is included in the proposal and,
  2. The Offeror receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non-FW property as a result of its failure to protect such facilities and utilities.
- D. Where the Contractor's Work may cause damage or disrupt existing FW property including but not limited to utilities, plant equipment, instrumentation and control systems, etc. the Contractor shall make arrangements necessary for the protection of such property. The Contractor, at its sole expense, shall immediately replace FW property removed or damaged by, or at the direction of, the Contractor or any Subcontractor to the Contractor. Replacements will be new and current technology unless otherwise provided for in these specifications, or authorized by the FW Project Manager.
- E. Contractor shall return all work areas to the same or better condition than prior to start of Work. Contractor must notify the FW Project Manager of any area, piece of equipment, etc., that is

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damaged or not in the same or better condition than prior to start of Work. The Contractor will be responsible for repair, replacement, etc., of any such property, which is within the Contractor's area of responsibility and is found to be in need of repair/service by the FW Project Manager. Acceptance shall not occur until all such damages are either repaired or replaced or for which FW is reimbursed a fair and reasonable sum as negotiated and agreed to in writing, by the FW Project Manager.

### **5.7 Permits and Inspections**

- A. The Contractor shall obtain and provide any and all required electrical, mechanical, fire and/or other permits from the appropriate county authority.
- B. The Contractor shall be responsible for scheduling all inspections and performing all work necessary for testing and inspections as required by any and all authorities having jurisdiction during the course of Work.

### **5.8 Superintendence by Contractor**

- A. The Contractor shall have a competent Field Supervisor, satisfactory to FW, on the job site at all times during the progress of the Work. The Contractor shall be responsible for all means, methods, techniques, sequences, and procedures for coordinating all portions of the Work under contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Project Manager, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the project. The Contractor shall not employ on the Project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, FW or FW's separate Contractors and their subcontractors.
- C. FW may, in writing, require the Contractor to remove from FW property, any employee FW deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

**End Section 5**

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**ATTACHMENT A**

**REFERENCES**

**OFFERORS' NAME:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**OFFERORS' NAME:** \_\_\_\_\_

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4. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
FAX: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

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**ATTACHMENT B  
TRANSMITTAL FORM**

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

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>
<p>Pursuant to Title 13.1 or Title 50 of the Virginia Code provide the identification number issued to your firm by the Virginia State Corporation Commission (VSCC) in the space provided below, If your firm is not required to be authorized to transact business under Title 12.1 or Title 50, or any other law; provide a statement why your firm is not required to be so authorized.</p> <p><b>VSSC ID Number:</b> _____</p>	
<p>If you do not have a VSCC identification number, explain why it is not required in the space below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	

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**ATTACHMENT C**

**FREEDOM OF INFORMATION EXCLUSIONS**

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

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

SECTION:	TITLE OF SECTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

ATTACHMENT D

QUALIFICATION STATEMENT

By submitting this Qualification Statement, Offeror acknowledges and agrees that Fairfax Water has the right to conduct such research and verification regarding the information set forth herein as it deems reasonably necessary and appropriate under the circumstances, including contacting project owners and other involved parties for references with respect to Offeror's prior performance.

Offeror must provide all information requested herein. Any doubt on the part of Offeror with respect to the necessity of disclosing information should be resolved in favor of disclosure.

Please type or print clearly in black ink. Offeror should number additional pages consecutively, referencing applicable sections of this form.

PART A. GENERAL INFORMATION

- 1. Firm Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, County, State, Zip Code \_\_\_\_\_

2. Identify two contact persons for the Offeror and provide the telephone number and e-mail address for each. (First named individual will be the primary contact.)

(a) \_\_\_\_\_  
Name Title Telephone Email Address

(b) \_\_\_\_\_  
Name Title Telephone Email Address

3. Type of Entity:

Corporation (If corporation: provide date and state of incorporation in spaces below)

Partnership (If partnership: indicate type of partnership, provide names of all partners, general and limited, state of organization, and date of formation of partnership in spaces below)

Individual Owner (If Individual Owner: provide name of owner and date of commencement of business in spaces below)



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Joint Venture (*If Joint Venture: provide name and organizational information for each joint venture partner and date of formation of joint venture in spaces below*)

Limited Liability Company (*If LLC: provide names for all members, and date and state of organization in spaces below*)

4. How many years has the Offeror been in business as a contractor under the business name by which it now requests to be pre-qualified?

\_\_\_\_\_ years

Has the Offeror ever operated under a name that is different from that set forth above?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide other name and number of years in business under that name:

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5. In the space provided below, 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 must provide the identification number issued to it by the Virginia State Corporation Commission (the "VSCC"). Any Offeror that is not required to be authorized to transact business under Title 13.1, Title 50, or any other law, must provide a statement indicating why it is not required to be so authorized.

Offeror's Virginia State Corporation Commission Identification Number: \_\_\_\_\_

**Note: If the Offeror is not required to be authorized to transact business under the above-referenced provisions of the Virginia Code, provide a statement on Attachment A indicating why VSCC authorization is not required.**

**PART B. JUDGMENTS AND LITIGATION**

1. Has the Offeror or any officer, director, or owner of the Offeror had one or more judgments entered against it, him, or her within the past 10 years for the breach of a contract

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Has the Offeror filed or caused to be filed on its behalf, or had filed against it, any lawsuits or arbitration requests or claims regarding any contract within the last 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Is the Offeror a party to any claim, lawsuit, arbitration proceeding, or other legal proceeding that is pending or outstanding and that relates to a contract with a public body?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. On any contract with a public body, does Offeror have any unsettled:

(a) Delay claims? Yes \_\_\_\_\_ No \_\_\_\_\_

(b) Schedule impact claims? Yes \_\_\_\_\_ No \_\_\_\_\_

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(c) Other claims which, individually or in aggregate, equal or exceed \$100,000 on any single contract or project?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Has the Offeror been adjudicated or otherwise finally determined to have been in noncompliance with any applicable federal, state, or local law, rule, ordinance, or regulation (an "Applicable Law", including any Applicable Law related to occupational safety)?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Note: If the Offeror has answered yes to any question in this Part C, the Offeror must submit full details regarding each such matter on separate sheets attached as Attachment C to this Qualification Statement. For each affirmative response that relates to a judicial or administrative proceeding, the Offeror should provide, as applicable, the date, the project description, the style of the proceedings, the court, the jurisdiction, the case number, and a brief description of the claim or claims.**

**PART C. CONTRACT COMPLIANCE**

1. Has the Offeror been found to be in substantial non-compliance with the terms and conditions of a contract with a public body without good cause?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Has the Offeror ever failed to enter into a contract with a public body when the Offeror was the low bidder?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Has the Offeror ever been a party to a contract that was terminated by the public body for cause?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Has the Offeror ever been declared to be in default or partial default on a contract with a public body?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Has the Offeror ever been the subject of a stop work order on any contract with a public body?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Has the Offeror ever had work removed or omitted from a contract or project, other than by mutually agreed upon change order?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Has the Offeror ever failed to complete any work awarded to it by a public body?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Note: If the Offeror has answered yes to any of the questions set forth in this Part D, submit full details on separate sheets attached as Attachment D to this Qualification Statement.**

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**PART D. CRIMINAL CONVICTION OR DEBARMENT**

1. During the last 10 years, has the Offeror or any officer, director, owner, project manager, or chief financial officer of the Offeror been convicted in any jurisdiction of any of the following:

(a) A crime related to contracting?

Yes \_\_\_\_\_ No \_\_\_\_\_

(b) A violation related to conflicts of interest or to ethics in public contracting?

Yes \_\_\_\_\_ No \_\_\_\_\_

(c) A crime related to governmental fraud, bid rigging, or bribery?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Is the Offeror or any officer, director, or owner of the Offeror currently debarred from bidding or contracting by any local, state, or federal agency or other public body?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Note: If the Offeror has answered yes to any of the questions set forth in this Part E, submit full details on separate sheets as Attachment E to this Qualification Statement. Offeror's response on Attachment E should in each instance identify the name of the person or entity who was the subject of the conviction or debarment, and should include a description of the project involved, an explanation of the circumstances that gave rise to the conviction or debarment, and the names and telephone numbers of individuals who may be contacted for additional information.**

**PART E. EXPERIENCE**

1. On Attachment E, provide the requested information for a minimum of three (3) projects completed by the Offeror within the past seven (7) years, from RFQ issuance date.

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2. Complete the chart below by identifying the Offeror’s principal officers and providing other requested information.

Name of Officer and Number of Years employed by the Offeror		Present Position and Number of Years Held
1)		1)
2)		2)
3)		3)
Specific Type of Work Performed by this Individual and Description of Construction Experience		
1)		
2)		
3)		

3. List the type or types of work the Offeror customarily performs with its own forces.

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4. List the type or types of work customarily subcontracted to others.

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5. Provide the total amount of work in dollars completed by the Offeror during each of the five (5) most recent calendar years:

<u>Year:</u>	<u>Amount Completed:</u>
2022	\$ _____
2021	\$ _____
2020	\$ _____
2019	\$ _____
2018	\$ _____

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6. What is the current total value of all work the Offeror has under contract at present?

\$ \_\_\_\_\_

7. Provide the Offeror's EMR (Experience Modification Rate) for each of the 3 most recent calendar years:

<u>Year:</u>	<u>Offeror's EMR</u>
2022	_____
2021	_____
2020	_____

Offeror's average EMR for calendar years 2019 through 2021: \_\_\_\_\_

If Offeror's average EMR for the requested period exceeds 1.0, provide an explanation below:

\_\_\_\_\_  
\_\_\_\_\_

**Note to Offerors: An average EMR in excess of 1.0 may result in a denial of prequalification.**

8. Provide the following information regarding any OSHA citations received by the Offeror within the past three years:

	<u>Yes</u>	<u>No</u>
(a) Has the Offeror received any OSHA citations within the last three years?	_____	_____
(b) If the answer to question 1 is yes, how many of each of the following types of citations have you received?		
Willful..... →	_____	
Imminent danger..... →	_____	
Serious..... →	_____	
Non-serious..... →	_____	
De minimus..... →	_____	

Provide a brief description of the nature of any citation(s) below or attach a copy of the citation(s).

\_\_\_\_\_  
\_\_\_\_\_

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9. In the event that the Offeror previously operated under a different name or business structure, indicate whether the Offeror (under such other name or business structure) had its contractor's license revoked or suspended at any time?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

If yes, list the jurisdiction, explain the circumstances and state the current status of the license.

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**PART F. PROPRIETARY INFORMATION**

Under the VPPA, the Offeror may elect to designate portions of its Qualification Statement as trade secrets or proprietary information. In order to obtain protection from mandatory public disclosure laws, an Offeror must complete the chart below by identifying with specificity each item of information for which protection is sought and providing an explanation as to why protection from disclosure is necessary. In order to be effective, an Offeror must identify any trade secrets or proprietary information set forth herein at or prior to submission of this Qualification Statement.

<u>SECTION:</u>	<u>DESCRIPTION OF INFORMATION</u>	<u>JUSTIFICATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Note: If this Part G is left blank, the Offeror's Qualification Statement will be deemed *not* to contain any trade secrets or proprietary information.**

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**PART G. SIGNATURE PAGE**

The undersigned hereby certifies under oath that he or she is duly authorized to submit this Qualification Statement on behalf of the Offeror and that the information set forth herein, including any information submitted as an attachment, is true, correct, and complete in all respects.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTACHMENT E

PROJECT SURVEY

Please complete this standard form for each of the applicable minimum number of project samples requested to demonstrate experience. "See Attached" will NOT be considered a suitable response to the required questions.

1. Project identification and location:

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Confirm the Project Building Construction Cost below.

Reminder: The **Qualification Criteria** states, "*The Offeror shall have completed at least three (3) similar building projects for governmental, institutional or private owners, valued at \$500,000 individually or more in the past seven (7) years from the date of RFP issuance.*"

Total Project Building Construction Cost: \$ \_\_\_\_\_

Offeror performed the work indicated above as a:

Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Date Project placed in service: \_\_\_\_\_

2. Description of specific work performed, **gross square footage**.

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3. Names, titles, addresses, and telephone numbers of the owner, the design professional, and the contractor, if any, on whose behalf the work was performed.

(a) Owner \_\_\_\_\_

Address \_\_\_\_\_



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Telephone \_\_\_\_\_

Email \_\_\_\_\_

Individual to Contact \_\_\_\_\_

Title \_\_\_\_\_

(b) Design Professional \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Individual to Contact \_\_\_\_\_

Title \_\_\_\_\_

(c) Contractor, if any, on whose behalf Offeror performed the work

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Individual to Contact \_\_\_\_\_

Title \_\_\_\_\_

4. Contract price:

(a) Original contract value: \_\_\_\_\_.

(b) Final contract value: \_\_\_\_\_.

(c) Value of change orders as a percentage of the original contract value: \_\_\_\_\_%

5. Percentage of work performed by Offeror's employees:

\_\_\_\_\_%

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6. Contract dates:

a) Start Date: \_\_\_\_\_

b) Original Contractual Completion: \_\_\_\_\_

c) Final Contractual Completion: \_\_\_\_\_

d) Actual Completion: \_\_\_\_\_

7. Was the contract completed on or before the date specified in the contract for substantial completion of the work, as adjusted by agreement of the parties?

Yes \_\_\_\_\_ No \_\_\_\_\_

If not, explain why, including the original contract period and the final contract period.

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8. Did the project have any interim time constraints and if so were they met?

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9. Were liquidated damages imposed, either on the Offeror or by the Offeror on another?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list the amount of damages and explain the circumstances:

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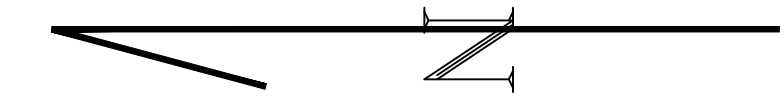
10. Were any liens, claims, or stop work notices filed against the job?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain below.

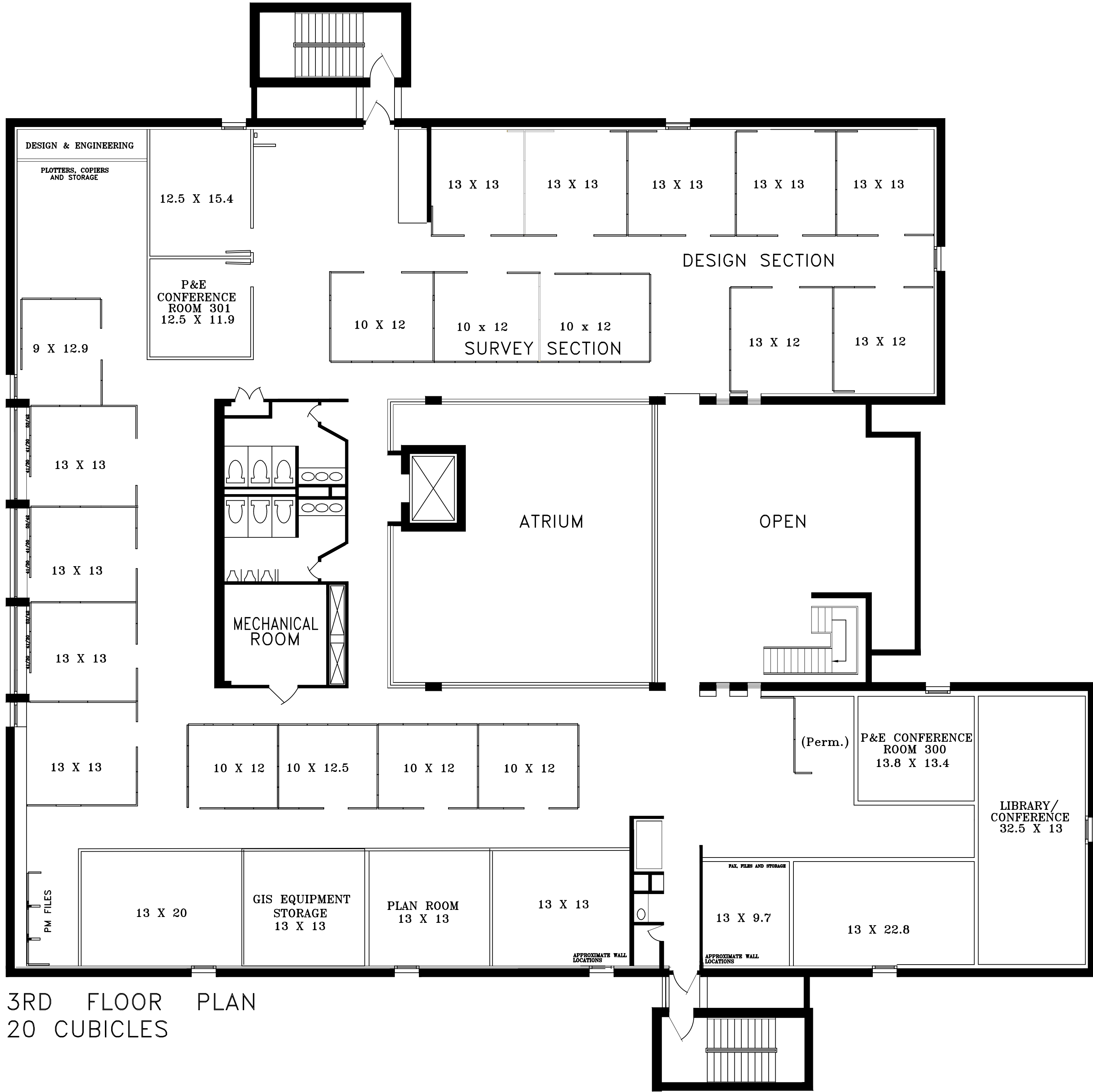
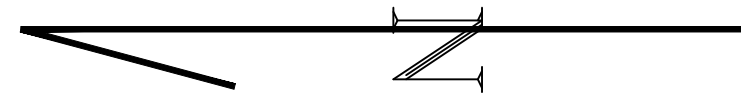
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11. If Offeror believes additional information is necessary to present an accurate description of any project, additional pages may be attached.



2ND FLOOR PLAN  
30 CUBICLES





3RD FLOOR PLAN  
20 CUBICLES

