REQUEST FOR PROPOSAL

Date: November 7, 2012

SOLICITATION NUMBER: SA 0713
PROCUREMENT: GENERAL MANAGEMENT AND ENGINEERING SERVICES

PROPOSAL DUE DATE/TIME: December 19, 2012 at 2:00 PM (Local Time)
MANDATORY PROPOSAL CONFERENCE: November 27, 2012 at 10:00 AM (Local Time)

SUBMIT PROPOSALS TO:

MAILING ADDRESS: STREET ADDRESS:
Prince William County Service Authority
Procurement Department
Attn: Angela White
P.O. Box 2266
Woodbridge, VA 22195

Prince William County Service Authority
Procurement Department
Attn: Angela White
4 County Complex Court
Woodbridge, VA 22192

Please direct contractual questions concerning this proposal, in writing only, by email or fax to: Angela White, purchasinggroupemail@pwcsa.org; Fax Number: (703) 335-7954; no later than 11/30/2012 at 12:00 PM local time.

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 services listed herein, in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Company Name ___________________________________________ Date: ________________
Authorized Signature ________________________________________
Name Printed _______________________________________________
Phone Number____________________________________ Fax Number _______________________

Note: Prince William County Service Authority does not discriminate against faith based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
RFP SUBMISSION FORM

Name of RFP: GENERAL MANAGEMENT AND ENGINEERING SERVICES
RFP Number: SOLICITATION #: SA 0713
Due Date/Time: December 19, 2012 at 2:00 PM (Local Time)

1. COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: ___________________________ Contact Person: ___________________________
Address: ___________________________ Title: ___________________________
Remittance Address: ___________________________ Telephone No: ___________________________

Indicate Which: Corporation [ ] Partnership [ ] Sole Prop. [ ]
Minority Owned/Controlled Bus. Yes [ ] No [ ] Small Bus. Yes [ ] No [ ]
Organized under the laws of the State of ___________________________
Principal place of business at ___________________________
FEIN: ___________________________

Following are the names and address of all persons having an ownership interest of 3% or more in the Company: (Attach more sheets if necessary)

Name ___________________________ Address ___________________________

2. CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated the State and Local Government Conflict of Interests Act.

The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

3. COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

Signature ___________________________ Date ___________________________

Name (Printed) ___________________________ Title ___________________________

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION
TABLE OF CONTENTS

SECTION 1  INTRODUCTION ............................................................................................................. 4
SECTION 2  DEFINITIONS ............................................................................................................... 4
SECTION 3  PROCUREMENT RULE ............................................................................................... 6
SECTION 4  WORK AUTHORIZATION PROCESS ........................................................................... 6
SECTION 5  SCOPE OF WORK ......................................................................................................... 7
SECTION 6  ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS ...................................... 11
SECTION 7  SUBMITTAL REQUIREMENTS ..................................................................................... 18

ATTACHMENTS:
SAMPLE Project Agreement
SAMPLE Contract Agreement
SECTION 1  INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by The Prince William County Service Authority’s Purchasing Regulations (the “Purchasing Regulations”).

This Section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in this RFP. The requirements and process set forth therein shall be binding on all Offerors.

1.1 Background Information:

The Prince William County Service Authority (Service Authority) is a public utility created in 1983 under the Virginia Water and Sewer Authorities Act, as an independent body responsible for providing a comprehensive, county-wide, water and sewer system. The Service Authority has approximately 80,000 customers and provides wastewater treatment for the eastern portion of the county via one (1) small plant and the H.L. Mooney AWWTP, an 18.0 mgd facility. The western portion of the county is served by the Upper Occoquan Sewage Authority. Water is supplied via bulk purchase agreements with the Fairfax County Water Authority and the City of Manassas, as well as some individual wells. The water and sewer system is composed of approximately 800 miles of water mains and 850 miles of sewer collectors and interceptors.

1.2 Purpose:

The Service Authority is seeking to engage the services of a qualified, full service professional, engineering firm(s) under a continuing contract, to provide a variety of services primarily related to the management and operations of a water and wastewater utility (the “Work”). In addition, the firm should indicate any other type of professional consulting services it can provide and which the Service Authority may avail itself of. The Service Authority may, but is not required to, enter into an agreement for any of the Work, or portion thereof. The Service Authority reserves the right, at its sole discretion, to use the services of another consultant to complete any of the Work included in this RFP.

The Consultant shall provide comprehensive, full service general engineering and consulting services to the Service Authority, providing, when requested and mutually agreed to, management support, program and project management, studies, management and engineering analyses, cost estimating, pilot plants, hydrological, hydraulic, as well as, other services.

Based on the magnitude of the Scope of Service(s) requested by the Service Authority, some or all of the preceding tasks may be required.

The Authority intends to make multiple awards in the form of Basic Ordering Agreements (BOA) with the selected firm(s). Under the BOA specific tasks will be identified and task orders issued.

The Service Authority may, but is not required to, enter into an agreement for any of the Work, or portion thereof. The Service Authority reserves the right, at its sole discretion, to use the services of another consultant to complete any of the Work included in this RFP.

SECTION 2  DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Project Agreement and apply unless the context indicates a different meaning:

2.1 All references to a time of day are references to the time in Prince William County, VA.

2.2 “Service Authority” and “Owner” refers to the Prince William County Service Authority.

2.3 “Change Order” means a written order to the Consultant executed by the Service Authority, issued after execution of a Project Agreement or other agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times.

2.4 “Consultant” means an individual person(s) or company that possesses unique qualifications which allow them to perform specialized advisory services and in this document refers to an Offeror that is awarded a contract as a result of this Request for Proposals.
“Contract Administrator” refers to the Service Authority representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the contract document, including price.

“Contract Documents” refers to documents which establish the rights and obligations of the Consultant and Service Authority and include the Project Agreement, Addenda (which pertain to the Contract Documents), the Notice to Proceed, the Project Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of this Project Agreement.

“Day(s)” shall mean calendar days, unless otherwise specified.

“Drawings” refers to that part of the Contract Documents prepared or approved by the Consultant which graphically shows the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings and other Contractor or Consultant submittals are not Drawings as so defined.

“GIS” mean geographical information systems.

“Key Personnel” means each person listed or referenced by Offeror in its proposal.

“Lump Sum” means a method of payment to the Consultant for a fixed sum amount, which constitutes Total Compensation to the Consultant for the performance by the Consultant of the Work stated in a Project Agreement.

“Materials” means all information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.

“Non-Reimbursable” means costs or expenses for items and/or services that will not be directly invoiced to the Service Authority by the Consultant.

“Notice to Proceed” means a written notice issued by the Owner to the Consultant fixing the date on which the contract times will commence to run and on which Consultant shall start to perform the Work under the contract documents.

“Offeror” means the entity making an offer to the Authority in response to this Request for Proposal.

“Proposal” means a binding offer made by an Offeror to the Authority in response to this RFP.

“Project Agreement”, “Project Agreement” refers to a supplementary contractual and obligating document that includes task description, and an order for services placed against this RFP’s resulting contract.

“RFP” means this Request for Proposal.

“SCADA” means Supervisory Control and Data Acquisition.

“Specifications” refers to that part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subconsultant” means an entity having a direct contract with the Consultant for the performance of a part of the Work.

“Project Agreement” and “Task Order” means a supplementary contractual and obligating document that includes task description, and an order for services placed against this RFP’s resulting contract.

“Total Compensation” means the total amount of compensation payable to Consultant for Work under a Project Agreement, including, without limitation, Hourly Billing Rates, G&A, Other Direct Costs, Non-Reimbursable, Travel Expenses, and all other costs and expenses incurred by Consultant or related to Consultant’s services under a Project Agreement.

“Travel Expenses” refers to actual mileage, meals and lodging expenses incurred directly for the Work for travel to and from the County. No overnight travel or out-of-town travel outside of Prince William County shall be reimbursed unless the Consultant has secured advance written authorization for such travel from
the Service Authority’s General Manager, or his designee. Reimbursement for travel expenses shall be at actual rates and shall not exceed per diem rates as established by GSA guidelines.

2.25 “Work”, refers to the entire services or the various separately identifiable parts thereof required to be provided by Consultant under a Project Agreement or Task Order.

SECTION 3 PROCUREMENT RULE

The Authority has established for purposes of this RFP that the words “shall”, and “must”, are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Authority. A deviation is material if, in the Authority’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions requirements.

The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in being considered as not in the best interest of the Authority.

SECTION 4 WORK AUTHORIZATION PROCESS

4.1 Work To Be Authorized by Project Agreement:

A detailed Project Agreement shall be required for any Work under a contract resulting from this RFP. As potential tasks arise, the Authority will discuss the scope of work with the Consultant and request a written proposed Project Agreement. Upon approval of the Project Agreement by the Service Authority, the Consultant will be issued a signed Purchase Order which shall incorporate all terms, conditions and provisions by reference. No Work is approved by the Authority until a signed Purchase Order is received by the Consultant. Work performed prior to receiving a Purchase Order shall be at the risk of the Consultant.

Approval of individual Project Agreements shall be in accordance with the Code of Virginia and the Authority's Purchasing Regulations and may require the approval of the Service Authority’s Board of Directors.

4.2 Project Agreement Procedure:

A. The Consultant shall be notified by the Service Authority of the task to be performed, whereupon the Consultant and the Service Authority shall mutually formulate a Project Agreement for each task.

B. The Consultant shall draft the Project Agreement, which shall include but is not limited to, the following:

   a. Description: A detailed description of tasks (services) to be performed;
   b. Performance period: Task-by-task start date, any applicable milestones, completion date, and total estimated days for project completion;
   c. Staffing requirements: The estimated staffing, number of man hours for each, direct labor costs and other direct costs (reimbursable expenses) associated with the accomplishment of the Project Agreement;
   d. Cost Proposal: The anticipated cost ceiling for the specific task or, a lump sum fee to cover fully the services required;
   e. Duties and responsibility;
   f. Reports and deliverables.

4.3 Inspection and Acceptance of Project Agreement: All Project Agreements shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the deliverables are approved as acceptable by the Service Authority in writing. In the event of rejection of the Work, the Consultant shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the ten (10) days shall constitute a breach of the contract for which the Consultant may be held in default.
SECTION 5  SCOPE OF WORK

The Service Authority intends for the scope of this contract to be very broad and inclusive. It is intended that the services provided may cover every aspect of Service Authority management and operations. The Consultant will provide comprehensive, full service engineering, and management services, providing, when requested and mutually agreed to, the services outlined below.

The final Scope of Work may change depending on contract negotiations and may include some minor modifications in the contract document.

5.1 General Management and Engineering Services:
   A. General and Financial Management Services. The Consultant shall:
      a. Prepare and deliver reports or presentations to the Service Authority Board of Directors, Service Authority General Manager, other Service Authority departments and other outside entities.
      b. Review, analyze and prepare financial and management data.
      c. Review, analyze, and prepare rate and fee studies, cost of capacity studies, analysis of general and administrative costs, and other financial analyses, including cost of acquiring other systems.
      d. Assist in reviewing/negotiating large user agreements.
      e. As requested, meet with federal, state and local agencies or others as the Service Authority’s Consultant, and assist in the Service Authority business.
      f. Provide engineering support (studies, research, reviews, analysis, design, etc) in support of the Service Authority concerning contractual and/or legal issues.
      g. Prepare studies and evaluations of current, future and/or potential Service Authority operations and business processes.
      h. Preparation of reports in support of bond covenants, other borrowing and utility agreements.
      i. Prepare grant applications.
      j. Prepare cost estimates, review cost estimates by others and prepare cost and budget forecasting, including budgetary estimates for projects or other management initiatives.
      k. Assist the Service Authority with management and budget analyses, reports and establishment of and tracking of performance measures.
      l. Prepare “process and operational” budgets, life cycle cost, and other cost and management analysis.
      m. Conduct research and prepare reports, recommendations and decision papers on Service Authority related issues.
      n. Assist in preparation of and review appropriate portions of the Service Authority budget.
      o. Prepare, as requested, draft engineering, regulatory, financial and management documents for the Service Authority, including, but not limited to, scopes of work, letters, reports, studies and analyses.
      p. Conduct as requested professional oversight, review, analyses and studies in order to provide reports, options and recommendations to the Service Authority on its facilities, system operations, maintenance, construction, management practices, contracts, financial practices, labor, vendor work and other activities (e.g. efficiency studies, least cost studies, management studies, etc.).
      q. Prepare reports and responses to requests for information and coordinate with other jurisdictions including local, state and federal agencies.
      r. Prepare reviews, analyses and reports regarding documents as the Service Authority’s authorized representative.
      s. Conduct and or coordinate operations, maintenance, equipment, management, safety and other training.
t. Review, analyze and recommend changes to improve Service Authority operations, processes, policies and procedures.
u. Review and analyze work performed by other Contractors for sufficiency, adequacy and compliance.
v. Provide oversight and program/project management services for special projects.
w. Provide specialized technical administrative assistance such as document copying and production, and file maintenance.

B. Engineering, Water, Water Reclamation and Environmental Services:
a. Prepare water and wastewater capacity analyses and recommendations.
b. Provide comprehensive regulatory permitting and other services.
c. Provide hydro geological services in support of master planning, project scoping and permitting.
d. Perform hydraulic and other modeling and model operation.
e. Master Planning and assistance with CIP.
f. Provide geotechnical services.
g. Provide technical research, track, monitor and prepare permit applications for the utility, including all supporting studies. Provide other regulatory services as required by the Service Authority.
h. Prepare water and wastewater facility permitting application/renewal.
i. Provide engineering studies and certifications, including preparation of final reports, drawings, etc. required for specific regulatory, operational, management customer, public information or regulatory issues.

j. Review and analyze water and wastewater quality.
k. Provide construction contract acquisition planning, contract management preparation and oversight services as requested, to include acting as a bridging Consultant.
l. Provide easement services.
m. Assist in plant operations, training, plant studies, pre-operational testing, and facilities turnover and startup.
n. Conduct process optimization, bench scale and/or pilot studies.
o. Conduct sludge management studies.
p. Provide solid waste management and resource recovery advisory services.
q. Perform evaluation, analysis, design, and testing of raw water wells including operations, redundancy and rotation strategies.
r. Perform water source studies, investigations, permitting and operational analysis.
s. Conduct mechanical integrity testing of water wells and other mechanical, electrical or other tests.
t. Assist in production well permitting.
u. Conduct test well drilling and prepare well reports.
v. Assist in the preparation, evaluation and refinement of Service Authority standard specifications, and operational SOPs.
w. Conduct treatment and operational analysis, studies and reports for both water and wastewater including, but not limited to odor control, bio-solids operations, water quality/quantity, and corrosion control.
x. Prepare asset and inventory analyses, documentation and reports in support of regulatory/statutory requirements.
y. Conduct reuse and system development studies, analysis, strategies and reports in support of operational, permitting or other regulatory requirements.

z. Conduct engineering studies, such as, but not limited to needs assessment, infiltration and inflow and sewer system evaluation survey studies, water audits, as requested by the Service Authority.

aa. Perform pretreatment analyses, studies and reports.

bb. Perform other water and water reclamation and related design work as needed.

C. Procurement and Contract Services:

a. Review and provide recommendation for proposed purchases, including preparation of requirements and specifications.

b. Prepare scopes of work, specifications and schematics for selected vendor work.

c. Prepare draft Requests for Qualifications (RFQs), Request for Proposals (RFPs), Invitations for Bid (IFB), Scopes of Work, (SOW) and other contract documents for recommendation to the Service Authority.

d. Assist with preparation of contract, lease and other procurement documents.

e. Provide contract administration services and assistance.

f. Analyze and review bills from service providers as requested.

D. Information Technology Services:

a. Provide IT support services and/or assist with the operation, update and maintenance of Service Authority’s GIS, asset registry, and other associated integration framework packages. Assist in asset management protocols and system administration.

b. GIS System services.

c. Perform data management and report services.

d. Provide surveying and/or mapping services.

e. Provide telemetry and SCADA analysis/studies.

f. Assist with operations and management of IT support.

E. Communications and Public Relations Services:

a. Design and prepare content for print, media and internet communications.

b. Assist in the development and implementation of public relations and informational campaigns.

5.2 Program and Project Management Services: (Work will be assigned for certain projects selected by the Service Authority’s General Manager as a separate Project Agreement or Letter Agreement. The Consultant will perform project management and or owner services for projects and work done by others.)

A. Cradle to grave program and project management services for selected design, engineering, permitting, bidding and construction administration services performed by other Contractors, as well as other services and studies for selected work done by other Contractors. This work may include:

a. Preparation of scopes of work, specifications, and design schematics, for selected work.

b. Preparation of Basis of Design Memorandums. The Basis of Design Memorandum will define the nature of the facility operating criteria and establish the basic data and design criteria that will govern the final design. The Basis of Design Memorandum will, at a minimum, include:

i. Operation and design criteria and material requirements and/or properties.

ii. The Service Authority operational requirements;

iii. A brief summary of feasibility, interim design layout, methodology, plans, other design considerations and operational considerations.

iv. A summary of alternatives, screening and optimization studies with economic valuation and basis of design selection.
v. Layouts, typical details and connections, equipment arrangements, single line diagrams and a summary of special considerations applicable to the design activity.

vi. Coordination with and integration of operational preference.

vii. Consideration of other project elements, Service Authority planning and zoning requirements.

viii. A review of permit and regulatory requirements, and a summary of design considerations specific to regulatory and permitting requirements.

c. Project scoping and development of draft scopes of work.

d. Design review and preparation of comments on other Contractor’s work.

e. Collection of design comments from Service Authority staff.

f. Project schedule, budget and quality monitoring, and project progress reporting to the Service Authority. Project reporting will be in the form of a written document that identifies potential or current problems and issues with a recommended course of action for same.

g. Preparation of project management reports.

h. Preparation of project notebooks.

i. Performance of value engineering.

j. Review of pay applications and invoices.

k. Maintenance of project files.

l. Construction consultation and interpretation of plans and specifications.

m. Work site visits.

n. Detailed field inspection during construction as requested by the Service Authority to insure contractor compliance with construction drawings and specifications.

o. Inspection reports to other outside agencies as required by the Service Authority and outside agencies.

p. Design for alternative bid items that are not part of an existing construction contract.

q. Construction administration, quality assurance, special inspections and testing, and on site resident construction observation services.

r. Preparation of project related correspondence.

s. Correspondence and suspension date tracking.

t. Permit and/or other required regulatory report tracking to ensure timely renewal and/or response.

u. Review and processing of change orders to include time, scope and cost analysis of construction administration, and construction/service contractor’s work.

v. Review of shop and/or work drawings of fabricated and manufactured equipment.

w. Assistance with final inspection and testing.

x. Construction and operation cost estimating services, including life cycle analysis and present worth studies.

y. Meetings and negotiations with Contractors and/or subcontractors.

z. Assist the Service Authority in project close-out activities.

aa. Provide quality assurance services.

bb. Review and evaluate work schedules of others.

cc. Program Management Services.

5.3 Other Activities:
A. The Consultant may perform other Work the Consultant is qualified to provide which the Service Authority authorizes.
B. Provide any and all emergency services required during time of emergency.
C. Review developer plans.
D. Provide staff augmentation.

5.4 Basic Services:
A. Conduct regular meetings with Service Authority staff as requested or scheduled.
B. Update the Service Authority on a regular, recurring and timely basis, on all changes and/or proposed changes to local, state and/or federal regulations regarding operations of water, wastewater, drainage and solid waste facilities.
D. Attend Service Authority Board of Directors meetings upon request.
E. Provide management, administrative, logistical, technical, and coordinate other services to insure timely completion, accuracy, and quality control of all work and services. Manage, administer, coordinate and integrate all work by the Consultant’s staff, Contractors and sub-Consultants, and all field activities.
F. Develop, prepare and comply with standards and requirements for the development of reports, memoranda, drawings, specifications and other documents in support of the Work. The Consultant will implement and maintain a tracking system for work products, drawings, specifications and all other documents.

SECTION 6 ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

6.1 Proposed Schedule: The following dates are proposed by the Prince William County Service Authority however the dates and times may be changed as the needs of the Authority change. Please ensure that you stay informed on the dates and times.
A. RFP release date – November 7, 2012
B. Pre-proposal conference – November 27, 2012 at 10:00 AM local time
C. Final date to receive written questions – November 30, 2012 at 12:00 PM local time
D. RFP closing date, and time RFP must be submitted by – December 19, 2012 at 2:00 PM local time
E. Offeror presentations, if requested – TBD
F. Award of Contract – On or before – TBD

6.2 Delivery of Proposals:
A. Your proposal (offer) shall be sealed and delivered to: Prince William County Service Authority Procurement Department Attn: Angela White 4 County Complex Court Woodbridge, VA 22192
B. Clearly mark each proposal package with the RFP number, closing date and time, and the Offeror’s name and address. Failure to clearly mark each proposal package with this information may cause the Authority to open the proposal package before the proposal due date and time. If the proposal package is opened due to lack of markings, it shall be resealed and opened at the RFP opening.
C. It is solely the Offeror’s responsibility to ensure that the proposal package is delivered to and accepted by the Authority’s Procurement Department at the above specified address prior to the official proposal due date and time. A proposal will not be considered for award if received in the Authority’s Procurement Department after the official due date and time regardless of when or how it was received by the Authority’s Procurement Department.
Note: Please ensure that if you use a third party carrier (USPS, Fed-X, Airborne, UPS, etc.) that it is properly instructed to deliver your proposal package only to the address above.

Facsimile (fax) or electronic submissions will not be accepted.

6.3 Pre-Proposal Conference:
A. A mandatory pre-proposal conference will be held in the Raymond Spittle Building, 4 County Complex Ct., Prince William, Virginia 22192, on November 27, 2012 at 10:00 AM local time. All interested parties are required to attend and participate. Due to the importance of all Offerors having a clear understanding of the scope of work and requirements, attendance will be a prerequisite for submitting a proposal. Bring a copy of the solicitation with you. Any questions regarding this RFP may be addressed in person then. Participation of qualified Offerors is highly valued by the Authority and at this time potential Offerors shall have an opportunity to offer ideas. Appropriate changes shall be given positive scrutiny and acted upon. However, the ultimate decision to amend this RFP shall be the sole responsibility of the Authority.

B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public meetings should contact Angela White at least five (5) days prior to the date of the meeting.

6.4 Questions Concerning RFP:
A. Questions concerning any portion of this RFP should be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RFP. Questions are due by: November 30, 2012 at 12:00 PM local time.

B. Mark subject line or cover page or envelope: "Questions on RFP”.

C. Submit questions to: Angela White, Purchasing Manager at purchasinggroupemail@pwcsa.org or Fax Number: 703.335.7954.

D. Failure by an Offeror to ask questions or request changes by the dates indicated above shall constitute the Offeror’s acceptance of all of the terms, conditions and requirements set forth in this RFP.

E. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an addendum to the RFP by the Authority.

6.5 Offeror’s Responsibility/Clarification and Addenda:
A. While the Authority has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Offeror is urged to conduct its own investigations into the material facts and the Authority shall not be held liable or accountable for any error or omission in any part of this RFP.

B. It is incumbent upon each Offeror to carefully examine these requirements, specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information should be made in writing [fax: 703.335.7954]; e-mail: purchasinggroupemail@pwcsa.org]. The Authority will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

C. If the Authority revises (amends) this RFP, the Authority Purchasing Department will post the addendum on the Procurement page of Authority’s website www.pwcsa.org. The Offeror should acknowledge each addendum in their proposal. Failure to acknowledge each addendum may prevent the proposal from being considered for award. It is solely the Offeror’s responsibility to review each addendum to this RFP before submitting a proposal.

D. An Offeror, by submitting a proposal represents that the Offeror has read and understands the Request for Proposal material and the proposal is made in accordance with the RFP documents, and, that the Offeror is familiar with the local conditions under which the awarded Offeror and proposed services and products must perform.
E. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Authority upon which the Offeror will rely. If the Offeror receives an award because of its proposal, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief.

6.6 Restricted Discussions:
A. From the date of issuance of the RFP until final award, the Offeror shall not discuss the RFP or any part thereof with any employee, agent, or representative of the Authority except as expressly authorized by the Authority point of contact for this proposal. Violation of this restriction may result in rejection of the Offeror’s proposal.
B. No negotiations, decisions, or actions shall be initiated or executed by the Offeror as a result of any discussions with any Authority employee. Only those communications that are in writing from the authorized Authority representative identified above shall be considered pertinent to this RFP. Only communications from the Offeror that are signed and in writing will be recognized by the Authority as duly authorized expressions / offer on behalf of the Offeror.

6.7 Proposal Package:
A. See Section 7 Submittal Requirements for additional information.
B. The proposal forms shall be manually signed by an official authorized to legally make the offer to the Authority and bind the Offeror to the offer’s provisions.
C. If you elect to submit more than one proposal, then each proposal shall be submitted as set forth in Section 7 Submittal Requirements.
D. The proposal package must be complete, self-sufficient, and respond directly to the requirements of this RFP document.

6.8 Withdrawal of Proposal:
A. You may withdraw your proposal or modify it at any time prior to the official opening date and time. You shall be required to produce photo identification that satisfies the Authority prior to withdrawal or modification of your proposal. Negligence upon your part in preparing your proposal confers no right of withdrawal after the time fixed for the submission of proposals.
B. No proposal may be withdrawn under this section when the result would be to award the contract on another proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent. No Offeror who is permitted to withdraw its proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
C. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or contracts based on proposal mistakes, shall be supported by a written determination made by the Purchasing Manager. If the Purchasing Manager denies the withdrawal of your proposal, he/she shall notify you in writing stating the reason for the decision.

6.9 Presentations/Post Closing Discussions:
A. The Authority, at its sole discretion, may ask any responsive Offeror to make an oral presentation and/or demonstration without charge to the Authority. The Authority reserves the right to require any Offeror to demonstrate to the satisfaction of the Authority that the Offeror has the managerial, fiscal and technical abilities to furnish the service(s) as proposed. The demonstration must satisfy the Authority, and the Authority will be the sole judge of compliance.
B. It is the Authority’s intent to commence final contract negotiations with the Offerors deemed most advantageous to the Authority in accordance with the evaluation criteria specified elsewhere within this RFP. The Authority reserves the right, however, to conduct post-closing discussions with any Offeror(s) who have a realistic possibility of contract award including request for additional information, and request for “best and final” offers.
C. Offerors are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original proposal package.

6.10 Minor Irregularities: The Authority reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the Authority. Minor irregularities are defined as those that have no adverse effect on the Authority’s best interests, and will not affect the outcome of the selection process by giving any Offeror an advantage or benefit not enjoyed by other Offerors.

6.11 Proposal Acceptance / Rejection: The Authority reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Offerors. The Authority reserves the right to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal, which in the judgment of the proper officials, is in the best interest of the Authority.

6.12 Evaluation Criteria:

A. The Purchasing Manager listed on the cover page of this RFP is responsible for the selection process and will be the sole point of contact for all Offerors. In addition to the materials provided in the written responses to this RFP, the Authority may utilize site visits and/or may request additional material, information, presentations or references from the Offeror(s) submitting proposals.

B. For this RFP, the Authority will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of a firm to the approving authority.

C. The Selection Committee will base the initial and final evaluation on the criteria listed below.

D. Attendance and participation at the pre-proposal conference may also be considered in the evaluation process.

E. Each proposal shall also be evaluated on how well the Offeror followed directions on preparing and submitting the proposal package.

The following criteria, not necessarily listed in order of importance will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Point Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Firm Qualifications</td>
<td>TBD</td>
</tr>
<tr>
<td>2 Staffing Plan</td>
<td>TBD</td>
</tr>
<tr>
<td>3 Project Control and Project Management Experience</td>
<td>TBD</td>
</tr>
<tr>
<td>4 Financial Condition</td>
<td>TBD</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

F. Firm Qualifications:

a. Offeror’s number of years in business, as well as number of years providing services in Virginia.

b. Offeror’s quality control/quality assurance and financial management systems, depth of resources and expertise, credentials and licenses to devote the necessary resources to the performance of the contract.

c. Ability of the Offeror to provide full service for all or any of the requirements with in-house personnel.

d. The scope, breadth, depth and quality of the Offeror’s experience, references, and past performance record on projects of similar size and scope completed in Virginia and elsewhere for the specific task(s) for which the Offeror is submitting their qualifications. Experience in completing projects and services similar to those required by the Service Authority as demonstrated in project/service history descriptions.

e. Offeror’s ability to provide all services required in a timely matter, including respondent’s ability to respond quickly, efficiently and cost effectively to Service Authority needs.
f. Offeror’s familiarity and success with permitting agencies and permitting procedures in Virginia.

g. Past performance on Service Authority projects (if applicable).

h. Value added by your firm, including services not specifically outlined in this RFP.

G. Staffing Plan:

a. Offeror’s in-house expertise in regard to the services in points “a-h” above and applicability for the required services, including Key Personnel’s and Key Subcontractors demonstrated experience in the required services. At minimum Key Personnel include those key individuals in the company that will be responsible for each of the required services that will be assigned to work for the Service Authority.

b. Specific experience on government projects.

c. Ability of the Offeror’s personnel, resources, facilities and equipment to perform and successfully complete the specific task(s) for which the Offeror is submitting their qualifications.

d. Offeror’s dependence on outside disciplines and the qualifications, licenses and references for any proposed sub-Consultants, and Contractors.

e. The Offerors and Sub-consultants local (DC Metro) area presence and availability to begin the tasks specified herein.

f. The Offeror’s availability to continue the Work on an on-going basis, as specified herein.

H. Project Control and Project Management Experience:

a. Offeror’s ability to provide schedule control, cost control and quality control for the task.

b. Offeror’s demonstrated ability and approach to handle the services specified herein on a fast track or an expedited basis.

c. Offeror’s availability to begin the tasks specified herein and the Offeror’s availability to continue the Work on an on-going basis, as specified herein.

d. Document and information security policies and procedures.

e. Offeror’s ability to effectively manage numerous projects, studies and services to insure completion on time and within budget. Offeror’s ability to manage, coordinate, integrate and administer all work by the project team.

f. Offeror’s client service procedures, including but not limited to communication coordination and support services provided.

g. Project Control and Project Management Experience.

I. Financial Condition:

a. Offeror shall include a certified audit financial statement, prepared by a third party or/and the latest Dun & Bradstreet (D & B) report.

b. Offerors proof of financial stability, responsibility, and resources as it relates to the firm’s ability to devote the necessary resources to the performance of the contract.

6.13 Anticipated Selection Process:

A. The Selection Committee shall conduct an evaluation based on the “Evaluation Criteria” above, the material provided by the Offerors, information from any interviews and/or demonstrations, from direct and indirect references, and any published information.

B. The Selection Committee shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on
professional competence, to provide the required services. Based on the results of the preliminary evaluation, the highest rated firm(s) may be invited by the Authority’s Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, workplan, qualifications of the firm, performance data, staff expertise pertinent to the proposed project, as well as alternative concepts. Repetitive informal interviews shall be permissible.

C. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the Authority may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

D. At the conclusion of discussion, and on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Committee will then conduct a final evaluation of the firms and shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first.

E. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

F. Should the Authority determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

G. The award will be made to the responsible Offeror who conforms to the solicitation and is most advantageous to the Authority. Prices submitted shall be valid for a period of one hundred and eighty (180) days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

H. Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

I. The Authority’s Purchasing Manager may arrange for discussion with firms submitting proposals if required, for the purpose of obtaining additional information or clarification.

J. The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the firm to perform the work. The Authority reserves the right to inspect the firm’s physical premises prior to award to satisfy questions regarding the firm’s capabilities.

K. The Authority anticipates negotiating the final contract.

6.14 Standard Contract for Services:

A. Prince William County Service Authority expects to enter into its “Standard Contract for Services” in a form substantially as attached hereto. The Consultants’ review and acceptance of these terms may be required as a condition of proposal acceptance.

B. The Authority will consider amendments proposed by Offerors. Proposed amendments to the “Standard Contract for Services” are to be highlighted and submitted as part of the Offeror’s proposal. The Authority’s review and acceptance of the proposed terms shall be a condition of contract award.

C. Specific obligations of each party will be specified in the final signed contract.

D. Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the Authority and the selected firms. Accordingly, the proposal should be written in a clear unambiguous manner that addresses the Service Authority’s requirements as described in this RFP. The intent is that the Offeror’s proposal can, to a significant degree, serve as the basis for the resulting contract. The Authority reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.
Offeror's Representative:
A. If you intend to respond to this RFP, identify a liaison person that the Authority can send any communications regarding this RFP. Please promptly provide the name, mailing address, telephone number, fax number and e-mail address of the individual.
B. You shall designate within your proposal package an individual acceptable to act as the liaison between you and the Authority’s designated representative(s) regarding the performance of service(s) under the terms of the proposed contract.

Incurred Expenses: This RFP does not commit the Authority to make an award nor will the Authority be responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a proposal or offer, or any cost or expense incurred by any Offeror prior to the issuance of a signed Purchase Order or contract agreement. By submitting a proposal, you, the Offeror, agree that all costs associated with the preparation of your proposal will be solely your responsibility. You also agree that the Authority bears no responsibility for any costs associated with the preparation of the proposal, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this RFP process.

Award:
A. The Authority reserves the right to withhold final action on the proposal for a reasonable time, not to exceed 180 days after the due date of the RFP response date, and in no event will an award be made until further investigations have been made as to the responsibility of the Offeror.
B. It is understood that the Authority is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or one factor alone. The Authority reserves the right to award such contract, if any, to the Offeror submitting the proposal that is in the best interests of Authority based upon the evaluation criteria specified elsewhere in this RFP.
C. The Authority has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Authority’s best interests to do so.
D. The Authority will reject any proposal that is contingent upon an award or a contract for any additional service.
E. In the event of default by the awarded Offeror, the Authority reserves the right to negotiate and award the contract to the Offeror with the next best proposal without any further competition.
F. The award of the contract shall not become effective until the contract has been signed by the successful Offeror and the Authority.

Time Limit to Submit Required Deliverables: Within ten (10) days after Authority provides written notification to enter into contract, any awarded Offeror must furnish all proposal deliverables required after award but prior to contracting. If an awarded Offeror fails to furnish the required deliverables within the required time frame, the Authority may withdraw the award from the Offeror and may award a contract with the next best Offeror.

No Confidentiality of Information:
A. When the proposal package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the Authority and may be returned only at the Authority’s option.
B. The Authority is governed by the Virginia Freedom of Information Act. Only trade secrets as defined in § 2.2-3705.2 will be exempt from disclosure. If an Offeror submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled “trade secret” or “proprietary”. Do not use the word “confidential”. If you submit information that you consider exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Virginia Freedom of Information Act and identify the specific statutory exemption section that applies to each.
C. The Authority will maintain the confidentiality of such trade secrets to the extent provided by law. If an Offeror labels an excessive number of pages, as determined by the Authority, “trade secret,” the proposal may not be considered for award.

Protest Process:
A. Any Offeror or Offerors may protest the award of, or the decision to award, a contract to any other Offeror or Offerors, by submitting a written protest to the Purchasing Manager at the address at the beginning of this RFP, within 10 days after the award of the contract or the decision to award a contract is made.

B. No protest shall be allowed for any claim for reason that the selected Offeror or Offerors is not a responsible party, nor shall any protest be allowed for any matter which the Purchasing Manager determines could reasonably have been ascertained prior to the opening of proposals or proposals, unless such protest shall have been filed in writing not less than 3 business days prior to such time.

C. Any protest shall state in detail the basis therefore, and the specific relief requested.

D. The Director of Management and Budget shall decide all protests within ten days of receipt and shall issue a written finding.

SECTION 7 SUBMITTAL REQUIREMENTS

7.1 Proposals: Firms, interested in submitting a proposal (offer) in response to this RFP should submit one (1) original, marked “ORIGINAL,” and four (4) copies, each marked “COPY” for review and evaluation by the Prince William County Service Authority. Failure to provide the required copies and information will be considered during the evaluation process.

7.2 Economy of Presentation: Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is highly recommended that Offeror follow the format and instructions contained herein. The Authority is not liable or responsible for any costs incurred by any Offeror in responding to this RFP including, without limitation, costs for presentations, demonstrations, or interviews, if requested.

7.3 Proposal Submission Guidelines:

A. To facilitate analysis of its proposal, the Offeror should prepare its proposal in accordance with the instructions outlined in this section. Failure to follow these instructions will be considered during the evaluation process and may preclude the proposal from being considered for award.

B. The Authority emphasizes that the Offeror concentrate on accuracy, completeness, and clarity of content.

C. Printed materials should be up to 30 pages excluding resumes, past performance documentation, index glossary and sections dividers or tabs. All written materials must be single-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the proposal.

D. Cross Referencing - To the greatest extent possible, each section should be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal. Information required for proposal evaluation, which is not found in its designated section, will assumed to have been omitted from the proposal.

E. Indexing - Each section should contain a more detailed table of contents to delineate the subparagraphs within that section. Tab indexing should be used to identify sections.

F. Glossary of Abbreviations and Acronyms - Each section should contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.

G. Page Size and Format - Page size should be 8.5 x 11 inches, not including foldouts. Pages should be single-spaced. The text size should be not less than 11 point or more than 14 point. Pages should be numbered sequentially by section.

H. Legible tables, charts, graphs and figures should be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated, legible and should not exceed 11 inches by 17 inches in size. Foldout pages should fold entirely within
the section, and will count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

I. Binding and Labeling - All sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs, which should permit the proposal to lie flat when opened. Staples should not be used. A cover sheet should be included in each binder, clearly marked as to RFP title, RFP number, copy number, and the Offeror’s name. The same identifying information should be placed on the spine of each binder.

Note: The selected Offeror may be required to submit its proposal as an electronic MS Word file.

7.4 Proposal Sections: The Offeror should organize its proposal into the following major sections.

Section 1 - Offeror Profile & Required Information

A. Statement of Interest: On a single letterhead page clearly express why you are interested in this project.
B. Acknowledgement of Addenda (if any).
C. Signed RFP SUBMISSION FORM.
D. Licenses & Permits.

Section 2 – Firm’s Fulfillment of Evaluation Criteria

Qualifications of the Firm: Provide an overview of your firm’s qualifications to provide the services requested in this RFP and previously listed under Section 6.12 of this RFP.

Section 3 - Proof of Insurability

Provide either a completed Accord Form or a signed letter from your insurance agency on its letterhead stating that you have or can obtain the required insurance coverage.

Section 4 – Past Performance References

This section of the Offeror’s proposal shall provide at least four (4) references of which similar work has been performed within the last 3 years, and should include at minimum the following:

<table>
<thead>
<tr>
<th>Past Performance Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client Reference Contact Information</strong></td>
</tr>
<tr>
<td>Name/Company</td>
</tr>
<tr>
<td>Contract Manager Tel. #</td>
</tr>
<tr>
<td><strong>Contract Reference Information</strong></td>
</tr>
<tr>
<td>Contract/PO #</td>
</tr>
<tr>
<td>Contract Start Date</td>
</tr>
</tbody>
</table>

*Please write a brief description of the work performed under this contract*

The Authority cannot be used as a reference, however all past performance with Authority will be considered during the evaluation process.

Section 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five years where a court or administrative agency has ruled for or against you or your organization in any matter related to you or your organization’s professional activities.
Section 6 – Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors that may be used on Authority projects. Provide the same information required in Sections 1-5 above for each sub-contractor.

The Service Authority will not consider proposal responses from two or more Offerors collaborating under a teaming/joint venture agreement.

Section 7 - Other Information

Provide any information that will provide insight to the Authority about the qualifications, fitness and abilities of the Offeror. Offeror must provide any sample agreements that the Service Authority will need to consider from the Offeror as part of the award. This information should be succinct.