



REQUEST FOR PROPOSAL

RFP Number: 2011-051-200

Potomac Water Supply Program

Program Management and Construction Management Services

Issuance Date: **December 2, 2011**

Proposal Due Date: **January 13, 2012**
and Time: **2:00 PM (Eastern Time)**

Delivery and Mailing Address: **44865 Loudoun Water Way
Ashburn, VA 20147**

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Inquiries: Questions and inquiries are to be submitted in writing and will be accepted from any and all offerors. The Procurement Department is the sole point of contact for this solicitation. Unauthorized contact with other Loudoun Water staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all Addenda. Addenda can be downloaded from www.loudounwater.org. All questions regarding this RFP should be directed to Bessie Nelson, Purchasing Technician, through e-mail at bnelson@loudounwater.org.

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER
TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE PROCUREMENT
DEPARTMENT AS SOON AS POSSIBLE.**

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1. PURPOSE

Purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with a qualified firm to provide Program Management Services and Construction Management Services (collectively referred to as PM/CM Services) related to the Potomac Water Supply Program. For ease of reference, each organization submitting a response to the RFP will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as "Contractor" or "PM/CM".

This RFP, with all Addenda, describes the scope and nature of the services the PM/CM shall provide.

The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful firm will be required to sign a contract with the Loudoun Water.

This RFP, plus the resulting agreement(s), shall be consistent with, and governed by the Virginia Water and Waste Authorities Act (VWWA), the Virginia Public Procurement Act (VPPA), and the Loudoun County Sanitation Authority (Loudoun Water) Procurement Policy.

2. BACKGROUND INFORMATION

Loudoun Water currently provides public water to residential and non-residential customers within an area of eastern Loudoun County identified as the Loudoun Water Central Service Area. Planned growth in Loudoun County will require a maximum day demand estimated at 90 million gallons per day (mgd) by 2040. Loudoun Water currently has the ability to reliably supply approximately 53 mgd through contractual agreements with other local utilities (50 mgd from Fairfax Water and 3 mgd from the City of Fairfax). In response to the planned water needs of the community, Loudoun Water began the implementation of the Potomac River Water Supply and Raw Water Storage Program (known herein as the Potomac Water Supply Program or PWSP). The PWSP is a two-phased program to meet current and projected needs for the next 30 years. The first phase secures 20 mgd by 2016 and the second phase will secure another 20 mgd when demand requires it. These demands will be met by withdrawing raw, non-potable water directly from the Potomac River and conveying it to the new water treatment plant for processing and/or conveying it to the retired rock quarries for storage (and eventually processed at the new water treatment plant).

A significant effort has been expended by Loudoun Water for the development of the general design concepts and applying/securing permits and agreements required for the program. Much of this information has been compiled as part of the Joint Permit Application (JPA) and this document is provided as part of the supplemental information available online as part of this RFP.

It is anticipated that the design and construction of the Potomac Water Supply System (excluding the Quarry A improvements) will be completed by 2016 and the projected program budget is approximately \$250 million.

If proposers have difficulty finding or accessing this supplemental information, contact Bessie Nelson (bnelson@loudounwater.org).

The entire PWSP consists of six major Program Elements:

- Program Element No. 1 - Raw Water Intake
- Program Element No. 2 - Raw Water Pumping Station (RWPS)
- Program Element No. 3 - Raw Water Transmission Mains between RWPS, quarries and the Water Treatment Plant (WTP)
- Program Element No. 4 - Raw Water Storage Quarries, including Quarry Pumping Stations
- Program Element No. 5 - Water Treatment Plant (WTP)
- Program Element No. 6 - Finished Water Transmission (FWT)

In order to successfully manage this program, Loudoun Water is seeking program management and construction management services (PM/CM services) from a qualified firm to augment Loudoun Water's Program Management Team for the Potomac Water Supply Program. In addition to successfully planning for, constructing and commissioning the infrastructure required to meet customer demands, Loudoun Water will also focus on planning, preparing and integrating our business operations associated with the new infrastructure. The PM/CM will be integral in the support of these goals.

3. STATEMENT OF NEEDS

PM/CM services included in this RFP are separated into two phases. Phase I includes Program Management Services and Phase II includes Construction Management Services. The general scope of each phase is described below:

Phase I Services – Program Management

The PM/CM will report to Loudoun Water's Potomac Water Supply Program Manager and will be responsible for a variety of program management services including, but not limited to:

- A. Program Administration. The PM/CM will assist Loudoun Water with general program administrative tasks. These tasks will include scheduling and attendance of program related meetings, completing and/or reviewing meeting minutes, document management and other miscellaneous administrative tasks.
- B. Program Management Plan. The PM/CM will assist Loudoun Water with updating the Program Management Plan (PgMP) and maintaining the PgMP throughout the duration of the Program.
- C. Program Status Reporting. The PM/CM will prepare periodic status reports and be prepared to present status reports to Loudoun Water staff and Board, if/when requested. The Offeror shall demonstrate the ability and the processes to collect, compile and report key data, using experience/samples from similar programs as examples. The Offeror's proposed Program Manager shall demonstrate experience presenting to Public Boards.
- D. Program Management Software. Loudoun Water is in the process of deciding whether to purchase Program Management Software or to rely upon software provided by the PM/CM. The Offeror shall be prepared to work with software selected and provided by Loudoun Water or provide a Program Management Software system for the duration of the Program. In the case where the PM/CM provides the Program Management Software, the Offeror shall provide information on the software system proposed and provide the approach to using the software and training Loudoun Water staff, as well as, other outside entities (i.e. contractors, design engineers, etc.). The Offeror shall also indicate how the costs of the Program Management Software are realized within the Program (i.e. included in corporate overhead, direct costs, etc.).
- E. Quality Review. The PM/CM will assist Loudoun Water with the review of various project deliverables, including coordination and tracking comment responses. The PM/CM will also coordinate reviews between projects and manage standards consistency. The Offeror shall demonstrate experience reviewing other consultant's work and managing standards across multiple projects under a Program.
- F. Land Entitlement & Easements. The PM/CM will assist Loudoun Water, as needed, to ensure that the appropriate land entitlement documents are obtained and land entitlement conditions are met during the design and construction phases. The PM/CM will assist Loudoun Water to obtain the necessary easements (permanent, construction and access).
- G. Program-level Permitting. PM/CM will assist Loudoun Water, if requested, with indentifying, tracking and/or obtaining permits related to the Program. The

Offeror shall demonstrate knowledge of local and state permitting associated similar type projects and/or programs.

- H. Cost Control. The PM/CM will assist Loudoun Water in developing and tracking the Program capital budgets, cost schedules, cost projections, and report monthly on the budget expenditures for the entire Program including and each project/contract under the overall Program. The Offeror shall demonstrate the experience and approach used for program cost control.
- I. Contract Packaging and Phasing. The PM/CM will assist Loudoun Water to determine the contract packaging and phasing for the program, including the final design and construction contracts. The Offeror should demonstrate experience and approach to packaging and phasing multiple contracts under a program to take advantage of market conditions and maximize the value to the owner.
- J. Engineering Economics Analyses. The PM/CM will be responsible for assisting Loudoun Water with infrastructure cost estimates, life cycle cost estimates and general engineering economic analyses to support program decisions. The Offeror should demonstrate these capabilities through experience and provide specific examples where their analyses resulted in realized value during the decision process.
- K. Risk Register Development and Management. The PM/CM will be responsible for formalizing a Risk Management Plan with Loudoun Water and managing the plan throughout the Program duration. The Offeror should demonstrate their approach to the development and management of a Risk Management Plan and explain how Loudoun Water will be included the process.
- L. Program-Level Scheduling. The PM/CM shall be responsible for the development of a Program-level CPM schedule. The Offeror should demonstrate their approach to the development of program-level schedules, including using critical path, cost loading and resource loading methodologies. The Offeror should also demonstrate their ability to track, analyze and update the schedule throughout the Program to maintain control of the over duration of the Program.
- M. Value Engineering. The PM/CM will be responsible for conducting and/or managing value engineering studies during the design phase of the various Program elements. The Offeror shall demonstrate approach and experience with conducting or managing value engineering efforts.
- N. Business Operations Plan. The PM/CM will assist Loudoun Water with the planning, preparations and integration of the new infrastructure and staffing into our existing business plan and operations. The PM/CM should demonstrate

experience and approach with the development of these types of plans, using specific examples of where the Offeror has successfully supported other owners in similar programs

Phase II Services – Construction Management

The PM/CM will provide the services of a qualified construction manager and construction QA/QC (inspection). These services will be known as either "Construction Management Services", "Construction Phase Services" or "Phase II PM/CM Services". As part of the Construction Phase Services, the PM/CM may represent Loudoun Water through all phases of construction as generally described below:

A. Pre-Construction Phase

1. Contractor Prequalification. The PM/CM may assist Loudoun Water with contractor prequalification if this process is used. The PM/CM may be required to develop the prequalification RFQ, answer questions from interested Contractors, perform reference checks, and participate with Loudoun Water in the evaluation of prequalification packages from Construction firms. The PM/CM should be knowledgeable of the VPPA.
2. Bidding Services. The PM/CM may assist Loudoun Water during the bid phase for each construction contract under the Program, if needed. Services may include scheduling and presenting at Pre-Bid Conferences, recording meetings through published minutes, monitoring the bid process, and assuring compliance with Loudoun Water's Procurement Policy, coordinating with Loudoun Water and the Design Engineers to develop timely responses to bidder questions, development of addenda as necessary, bid evaluations and support Loudoun Water for award recommendations.

B. Construction Phase

1. Construction Contract Administration. The PM/CM will provide general administration and management of each construction contract under the Program. The PM/CM will be responsible for tracking and monitoring the contractor's work/actions to ensure compliance with the contract documents. The PM/CM will provide sufficient staff (on-site and off-site) to manage each construction contract under the program and provide the services outlined in the RFP.
2. Administrative Support during Construction. The PM/CM will provide administrative staff and support during the construction phase of the Program. Administrative staff will be located at a designated construction staging area. In addition to general administrative duties and responsibilities, specific duties are outlined within this section of the RFP.

3. Construction Management Plan. The PM/CM will develop a Construction Management Plan (integrated within the overall Program Management Plan). The Construction Management Plan will provide a management procedures and processes for each construction contract under the Program. Key information and procedures/processes for key management activities will be established in this plan, including, but not limited to the following:
 - a. Identification of team members and their roles
 - b. Lines of communication and authority
 - c. Use of construction management software
 - d. Status reporting
 - e. Filing and record keeping
 - f. Cost control systems
 - g. Scope control systems
 - h. Scheduling and monitoring requirements for all phases
 - i. Meetings: purpose, frequency and agenda
 - j. Engineer's and Contractor's payment requests
 - k. Clarifications/requests for information, procedures
 - l. Change order procedures
 - m. Claims mitigation/management procedures
 - n. Shop drawings submittal/approval procedures
 - o. Project close out requirements/responsibilities

The Construction Management Plan will be consistent with the Contract Documents and integrated with the overall Program Management Plan (PgMP). This plan is intended to be a working document and the PM/CM will be responsible for updates throughout the construction effort. The PM/CM should demonstrate their approach and experience with developing similar plans, using examples if appropriate.

4. Construction Document Control. The PM/CM will be responsible for receiving and distributing all construction related documents during the construction phase of the Program (multiple construction projects). The PM/CM will be responsible for cataloging, distributing and filing all construction project documentation either in the Program Management Software system (as selected by Loudoun Water and described in the Phase I Services) or as hard copies. The PM/CM will have the responsibility for tracking all such documentation and the actions required for each document. The PM/CM will initiate a system (utilizing the Program Management Software) to efficiently maintain the records, the chain of custody and status for all construction documents. The system will be designed so that, at any time during or after construction of the Program, Loudoun Water can determine the status and

- history of correspondence, requests for information, coordination and interrelated shop drawings, submittals and re-submittals by each contractor, and approvals by the design engineer. The PM/CM should demonstrate their approach and processes to maintain control and accurate record keeping for construction documents.
5. Construction Schedule Analysis. The PM/CM will review the initial construction schedules and all updates for compliance with the contract requirements (for each construction contract under the Program). The PM/CM will report project progress to the Loudoun Water no less than monthly. The PM/CM should demonstrate their experience with construction schedule review and reporting.
 6. Requests for Clarifications (aka Request for Information) Review and Approval. The PM/CM will establish a procedure consistent with the construction contract documents to manage and expedite responses to necessary Requests for Clarifications (RFCs).
 7. Change Orders. The PM/CM will be responsible for tracking potential contract changes for each construction project and initiating the process for the development of a Change Order, if required. The PM/CM will be responsible for working with the contractors to obtain equitable time and cost adjustments for each change order. The PM/CM is responsible for the development of Change Order documents (for Loudoun Water approval) and tracking all change orders.
 8. Observation and Inspection Services. The PM/CM will provide a qualified construction manager and inspection staff for on-site observation and inspection services for each construction project under the Program. The PM/CM will manage the inspection staff in ensure proper coverage is supplied to adequately observe the construction activities. The PM/CM may also be required to provide specialty inspectors, when necessary, including structural, geotechnical, and instrumentation and electrical. The PM/CM will maintain orderly files (at the job site) associated with the inspection and observance of the construction, including field reports, construction photos, test reports, safety reports, correspondence, samples, etc. Files should be integrated in the Program Management Software, where appropriate. The PM/CM should demonstrate their approach to managing multiple inspectors on multiple concurrent construction projects. The PM/CM should also demonstrate their approach to integrating Loudoun Water inspection staff into the construction projects.

9. Construction Status Reporting. The PM/CM will provide Loudoun Water with periodic construction status reports presenting the progress of the work, compliance with the progress schedule, schedule of submittal activity, potential claims and cost summaries. They will also provide Loudoun Water with recommendations and set action priorities and responsibilities for critical issues. The reports will also provide a breakdown of PM/CM costs used and projected for each project in the task order to allow PM/CM contract cost monitoring. The PM/CM should demonstrate their approach to status reporting, using examples where appropriate.
10. Payment Requests. The PM/CM will review applications for payment for each contractor under the Program for actual work completed, compliance with the established procedure for their submission and recommendations for payment.
11. Certificates, Warranties, Maintenance and Operation Manuals. The PM/CM will be responsible for receiving and verifying that certificates, warranties, maintenance and operation manuals and other data required to be assembled and furnished by the contractor are applicable to the items actually installed and in accordance with the Contract Documents. The PM/CM should demonstrate their approach to managing the process of collecting, reviewing and tracking these type documents during construction.
12. Material and Soil Testing. The PM/CM will be responsible for determine the scope and developing contracts for material and soil testing during the construction phase for each project under the Program. The PM/CM shall be prepared to contract directly with a 3rd party material and soils testing firm or manage a contract that is held by Loudoun Water. The PM/CM will be responsible for coordinating the material testing firm services, coordinating the associated field activities, verifying their invoices and reviewing and taking appropriate actions regarding test results provided by the materials testing firm. The PM/CM should demonstrate their approach to the management of material testing firm during construction.
13. Record Drawing Review and Coordination. The PM/CM will coordinate the standards and development record drawings to be developed by others. The PM/CM will review record drawings for general compliance and consistency to ensure a complete package of records drawings will be available to Loudoun Water after construction. The PM/CM should demonstrate experience and their approach to the compilation and review of record drawings from multiple projects under a single program.

14. Equipment Training. The PM/CM will manage and coordinate the required training for installed equipment. The PM/CM will be responsible for coordinating such training with Loudoun Water staff and documenting the training.
15. Start-up and Commissioning. The PM/CM will manage and coordinate start-up and commissioning tasks associated with each construction project under the program. This will include coordination of operational readiness testing, functional demonstration testing and performance testing (Loudoun Water intends to utilize the Design Engineers for performance testing with the PM/CM coordinating). The PM/CM will be responsible for scheduling this testing with Loudoun Water staff, the design engineers and the contractors. The PM/CM will also be required to document all training and the development of a training material library. The PM/CM should demonstrate experience and their approach with the start-up and commissioning of similar facilities.
16. Claims Mitigation and Management. The PM/CM will provide services related to construction claims management and mitigation.
17. Spare Parts Management. The PM/CM will manage and coordinate the turnover of spare parts to Loudoun Water. The PM/CM should demonstrate experience and approach with this type of coordination and management.
18. Permit Compliance Monitoring. The PM/CM will track and monitor all permits related to construction activities to mitigate against any permit violations or gaps in obtaining all necessary permits. The PM/CM should demonstrate experience with managing permits similar to those anticipated under this program.

4. COMPETITION INTENDED

It is Loudoun Water's intent that this RFP permit competition. It shall be the firm's responsibility to advise the Purchasing Technician, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Technician by December 9, 2011.

5. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

- A. Loudoun Water seeks professional service organizations that have the experience, qualifications and qualities to meet the objectives described herein. Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of

this RFP. Emphasis should be placed on completeness and clarity of content, and avoiding excessive content and unrelated work samples.

- B. In order to be considered for selection, Offerors must submit a complete response to this RFP.
- C. By submitting a proposal in response to the RFP, the Offeror represents it has read and understands the RFP and has familiarized itself with all federal, state and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the resulting contract.
- D. Each copy of the proposal should be bound or contained in a single volume.
- E. Questions and Inquiries
Questions and inquiries are to be submitted in writing and will be accepted from any and all offerors. The Procurement Department is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun Water staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) calendar days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all Addenda. Addenda can be downloaded from www.loudounwater.org. All questions regarding this RFP should be directed to Bessie Nelson, Purchasing Technician, through e-mail at bnelson@loudounwater.org.
- F. Contents of Proposals
The following information is to be submitted as part of the proposal. Proposals are limited to 40 pages double-sided (or 80 pages single-sided), including a single-page cover letter. Individual team member resumes may be included in appendices (as described below) and will not count toward the final page count. No other material may be attached. All pages of the proposal shall be numbered consecutively. The proposal shall contain a Table of Contents. Proposals that are not organized in this manner risk elimination from consideration.
- G. Proposal Response Format
The Offeror is required to submit the following items as a complete proposal. The proposal is to be organized into the following categories and section tabs:

Table of Contents – number all pages of the response consecutively.

Tab 1. Approach to Project – Describe your firm understands and approach to executing these services and any particular challenges and opportunities

to be considered, as well as, ideas and suggestions that will likely make the program successful. This section should include specific approaches to addressing the program management responsibilities presented in Section 3 of this RFP. The Offeror's approach should include descriptions of how important elements of your firm's proposed program management plan will be implemented. Describe the quality assurance procedures that will be implemented for the program. Identify who will be responsible for the quality assurance program and the proposed method of documenting quality assurance.

- Tab 2. Experience –Provide a minimum of four (4) project references describing your firm's experience managing similar programs. At least three (3) of the referenced projects must be ones where the proposed Program Manager either managed the project or played a critical role, with at least one of these projects substantially completed within the past five (5) years (less than 3 project references for the proposed Program Manager will be acceptable if it is demonstrated that the assignments were long-term). Include a short description of each project highlighting relevant information, including the dates of completion, client contact name, and phone number for each reference. This section should also include a description of your firm's overall experience with PM/CM services. Offeror's shall provide information on the firm's corporate structure and how the proposed services are managed/executed within that structure. Information shall be presented showing the percent of the overall revenue for the firm that is associated with Program Management and Construction Management services as described herein and related to Water/Wastewater programs.
- Tab 3. Team Qualifications – Include a project organizational chart and summary qualifications of key team members to be assigned to this contract. The organizational chart must show the Offeror's plan to integrate their staff/firm into Loudoun Water's team and other design firms/contractors. The proposed organizational chart should include both Program Management Services and Construction Management Services and be accompanied with general descriptions of team member responsibilities. Specific proposed individuals/team members must be shown for the Program Management services described in Section 3. It is anticipated that the Offeror's Program Manager will be co-located with the Loudoun Water Program Management Team at Loudoun Water's offices. The Offeror shall demonstrate the proposed Program Manager's ability to work within Loudoun Water's team with specific highlights on the approach that will be taken to ensure successful integration within that team. Loudoun Water is not expecting specific individuals/team members to be identified for the Construction Management services (provide organization, roles and

responsibilities only). Include office locations for each key team member. Full resumes may be included in Appendix A, but should be limited to one single page (not double sided) each, except for the Program Manager (which may be up to 2 single pages (or one double sided) in length.

Tab 4. Capacity and Outside Services - Address your firm's capacity to provide these services in a timely manner. List the outside services to be used. Describe the anticipated scope of work by sub-consultants and how they will be managed to ensure an integrated team is presented to Loudoun Water. Specific names of sub-consultants are not required at this time; the intent is to ascertain what outside services the firm will utilize.

Tab 5. Appendices (not included in the page limit):

- Appendix A: Full resumes (limited to one single-sided page except for the Program Manager, which may be two pages) of key staff proposed to support the contract. Resumes should exhibit qualifications and experience of the individual with emphasis on roles and responsibilities on projects similar in nature.
- Appendix B: RFP attachments including; completed Proprietary Information Form, Offeror Identification and Ownership Disclosure Form, Vendor Data Sheet, State Corporation Commission Form.

H. Packaging Of Proposals

1. Proposals are to be returned in a sealed envelope or container. Ensure that the proposal container(s) is clearly, completely, and properly identified. The face of the container shall indicate the RFP number, 2011-051-200; time and date of public acceptance, January 13, 2012, 2:00 pm; the title of the RFP, Potomac Water Supply Program – Program Management / Construction Management Services, and the Procurement contact name, Bessie Nelson.
2. Each firm shall submit one (1) original, five (5) copies and five (5) electronic copies on individual CD's of their proposal to Loudoun Water's Procurement Department on as indicated on the cover sheet of this Request for Proposal. The "original" proposal and cd shall be clearly marked.

I. Delivery of Proposals

1. Proposals may either be mailed to and delivered or shipped to 44865 Loudoun Water Way, Ashburn, Virginia 20147. They may NOT be electronic mail or facsimile.
2. Proposals must be received by the Procurement Department **BEFORE January 13, 2011, 2:00 p.m. (Eastern Time)**. Requests for extensions of this time and date will not be granted. Firms mailing their proposals shall

allow for normal mail time to ensure receipt of their proposals by the Procurement Department prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by Loudoun Water after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

J. Inclement Weather/Emergency Situation

In the event that Loudoun Water's Administrative Facility located at 44865 Loudoun Water Way, Ashburn, Virginia is closed due to inclement weather and/or emergency situations on the day the RFP due, RFP's will be received the next business day at the time stated on the RFP solicitation.

6. EVALUATION AND AWARD CRITERIA

Upon receipt of the proposals, Loudoun Water will review proposals and, on the basis of evaluation factors set forth in this RFP, rank in the order of preference the Offerors whose qualifications and proposed services are deemed most meritorious. Loudoun Water shall evaluate proposals based on the following criteria and weighting:

Maximum Points	<u>Evaluation Criteria</u>
25	Approach as described in Tab 1 of the proposal
30	Experience as defined in Tab 2 of the proposal
40	Team Qualifications as defined in Tabs 3 and 4 of the proposal
<u>5</u>	Overall quality, completeness, and responsiveness of the proposal
100	TOTAL

7. PROPOSAL EVALUATION AND SELECTION PROCESS

A. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Loudoun Water. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Loudoun Water will schedule the time and location of these presentations, if applicable. Oral presentations are an option of Loudoun Water and may not be conducted.

B. Award

Loudoun Water 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.

Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. At the discussion stage Loudoun Water may discuss non-binding estimates of total project costs, including, but not limited to , life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, Loudoun Water 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. If a contract satisfactory and advantageous to Loudoun Water 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. Loudoun Water reserves the right to make multiple awards as a result of this solicitation. Should Loudoun Water determine in writing and in its sole discretion that only one offer is fully qualified, or that one offeror is clearly more highly qualified and suitable than the other others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract, incorporating by reference, all of the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

8. GENERAL TERMS AND CONDITIONS

A. Procedures

The extent and character of the services to be performed by the Offeror shall be subject to the general control and approval of Loudoun Water's General Manager or his authorized representative. Any change to the contract must be approved in writing by the Procurement Department and the Offeror. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by Loudoun Water.

B. Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

C. Ethics in Public Contracting

1. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as

- amended, shall be applicable to all contracts solicited or entered into by Loudoun Water.
2. The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interest Act (Section 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.
- D. Notice of Required Disability Legislation Compliance
1. Loudoun Water is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.
 2. Specifically, Loudoun Water may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
- E. Immigration Reform and Control Act of 1986
By entering this Contract, ATL certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- F. Insurance
The successful Offeror shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this RFP.
1. Comprehensive General Liability
 - a. \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate

- b. Comprehensive General Form
 - c. Extended Business Liability Endorsement
 - d. Independent Contractors Coverage
 - e. Products/Completed Operations (to be provided for minimum of 36 months after completion of work)
 - f. Broad Form Contractual Liability
 - g. Personal Injury Liability
2. Comprehensive Automobile Liability
 - a. \$1,000,000 Combined Single Limits
 - b. Statutory Uninsured Motorist Coverage
 - c. Hired and Non-Owned Coverage
 - d. Motor Carrier Act Endorsement
 3. Worker's Compensation and Employer's Liability
 - a. Statutory Coverage for Virginia
 - b. \$1,000,000 Employer's Liability
 - c. Broad Form All States Endorsement
 - d. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act
 4. Umbrella Liability
 - a. Additional \$ 10,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability
 5. Professional Liability Errors and Omissions Insurance – Not less than \$5,000,000 limit. Offeror shall provide limits commensurate with the responsibilities of their work, as determined by Loudoun Water in its reasonable judgment.

Prior to commencing work under a resultant contract, the successful Offeror shall furnish Loudoun Water with a Certificate of Insurance naming Loudoun Water, its' officers/officials, employees, agents and volunteers as an "additional insured" on the General Liability and Automobile Liability, and shall furnish the Endorsement. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A+. A sixty (60) day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

G. Not To Benefit

As a prerequisite for payment pursuant to the terms of this contract, there shall be furnished to Loudoun Water a statement, that no employee of Loudoun Water, or members of his immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by

way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract resulting from this RFP.

H. Exemption from Taxes

Loudoun Water is exempt from State and Federal Taxes. Tax Exemption Certificate indicating Loudoun Water's tax exempt status will be furnished by Loudoun Water on request.

I. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Procurement Manager and Loudoun Water's General Manager.

J. Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Technician.

K. Employment Discrimination by Offerors Prohibited

Every contract over \$10,000 shall include the following provisions:

During the performance of this contract, the Offeror agrees as follows:

1. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
4. The Offeror will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

L. Drug-free Workplace

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 including marijuana is prohibited in the Offeror'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 behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance including marijuana during the performance of the contract.

M. Withdrawal of Proposals

1. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation PRIOR to the time of acceptance.
2. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

N. Late Proposals

LATE proposals will be returned to the Offeror UNOPENED, if not clearly labeled and marked as identified in Section 5 herein.

O. Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued to the same distribution list as the original RFP. It is the responsibility of the Offeror to ensure that he has received all addenda prior to submitting a proposal.

P. Proprietary Information

It is the responsibility of each Offeror to clearly mark any part of his proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Offerors shall not mark sections of their proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature.

Q. Authority to Bind Offeror in Contract

Proposals MUST give full legal name and address of Firm. Failure to manually sign proposal may disqualify it. Person signing the proposal should show TITLE or AUTHORITY TO BIND SAID FIRM IN A CONTRACT.

R. Rights of the Loudoun Water

Loudoun Water reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of Loudoun Water.

S. Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to 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.

T. Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. Loudoun Water reserves the right to determine the responsiveness of any deviation.

U. Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

V. Non-Discrimination

1. Loudoun Water does not discriminate against faith-based organizations.
2. During the performance of the Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section O(B).

Contractor will include the provisions of the foregoing Sections O(B)(i), (ii) and (iii) in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each subcontractor, sub-consultant and vendor.

3. Notice of Required Disability Legislation Compliance: Loudoun Water is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, Loudoun Water, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

W. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Loudoun Water all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and Loudoun Water, relating to the particular goods or services purchased or acquired by Loudoun Water under said contract.

X. Qualifications of Offerors

Loudoun Water may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the goods and the Offeror shall furnish to Loudoun Water all such information and data for this purpose as may be requested. Loudoun Water reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. Loudoun Water further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Loudoun Water that such Offeror is properly qualified to carry out the obligations of the contract and to furnish the goods contemplated therein.

Y. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of Loudoun Water. The firm shall submit invoices, in duplicate, to include a detailed breakdown of all charges. Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

Z. Modifications or Changes to this Contract

1. Change Orders. The Procurement Manager, with the concurrence of Loudoun Water's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
2. The Contractor need not perform any work described in any change order unless they have received a certification from Loudoun Water that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
3. The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless Loudoun Water is prejudiced by such delay.
4. No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

AA. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Loudoun Water, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Loudoun Water may have.

BB. Safety

All contractors and subcontractors performing services for Loudoun Water are required and shall comply with all Occupational Safety and Health

Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

9. SPECIAL TERMS AND CONDITIONS

A. Audit

The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by Loudoun Water, whichever is sooner. Loudoun Water, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during the said period.

B. Termination

Subject to the provisions below, the contract may be terminated by Loudoun Water upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of Loudoun Water until said work or services are completed and accepted.

1. *Termination for Convenience*

In the event that this contract is terminated or canceled upon request and for the convenience of Loudoun Water, without the required sixty (60) days advance written notice, then Loudoun Water shall negotiate reasonable termination costs, if applicable.

2. *Termination for Cause*

Termination by Loudoun Water for cause, default or negligence on the part of the Firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

3. *Termination Due to Unavailability of Funds in Succeeding Fiscal Years*

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

required to include in its bid or proposal a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and Loudoun Water's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

G. Invoicing and Payment Method

The firm shall submit periodic invoices (not less frequent than monthly) to include a detailed breakdown of all charges. Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

All such invoices will be paid promptly by Loudoun Water unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall reference the RFP # 2011-051-200 and shall be forwarded to the following address:

Loudoun Water
Attn: Accounts Payable
44865 Loudoun Water Way
Ashburn, VA 20147

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

H. Payments to Subcontractors

1. Within seven days after receipt of amounts paid by Loudoun Water for work performed by a subcontractor under this contract, the Contractor shall either:
 - a. Pay the Subcontractor for the proportionate share of the total payment received from Loudoun Water attributable to the work performed by the Subcontractor under this contract; or
 - b. Notify Loudoun Water and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.
2. The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item b. above.

3. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.
4. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of Loudoun Water.

I. Proposal Acceptance Period

All proposals submitted shall be valid for a minimum period of one hundred and twenty (120) calendar days following the date established for acceptance.

J. Responsibility

Loudoun Water will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

K. Contract Inclusion

The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to execute a contract with Loudoun Water.

APPENDICES:

- APPENDIX A.1 - LIST OF RFP SUPPLEMENTAL INFORMATION
- APPENDIX A.2 - PROPRIETARY INFORMATION
- APPENDIX A.3 - OFFEROR IDENTIFICATION AND OWNERSHIP DISCLOSURE
- APPENDIX A.4 - VENDOR DATA SHEET
- APPENDIX A.5 - STATE CORPORATION COMMISSION FORM

Appendix A.1 - LIST OF RFP SUPPLEMENTAL INFORMATION
Potomac Water Supply Program
Program Management / Construction Management Services
RFP 2011-051-200

ITEM NO.	DESCRIPTION	FILE NAME
1	Potomac River Water Supply Project – Joint Permit Application (Updated March 18, 2011)	JPA Electronic Submittal-v3.docx**

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**APPENDIX A.2 - PROPRIETARY INFORMATION
Potomac Water Supply Program
Program Management / Construction Management Services
RFP 2011-051-200**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to Loudoun Water and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

APPENDIX A.3 - OFFEROR IDENTIFICATION AND OWNERSHIP DISCLOSURE

**Potomac Water Supply Program
Program Management / Construction Management Services
RFP No. 2011-051-200**

SECTION I – OFFEROR IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of State of _____
Principal place of business at _____
Years in Business providing this type of good and/or service _____ years _____ months
Federal Tax ID Number: _____ DUNS Number: _____

Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

Loudoun County Sanitation Authority (Loudoun Water) requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an RFP issued by Loudoun Water shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II - EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of Loudoun Water, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et. seq., 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.

SECTION IV – 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 can 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 RFP and certify that I am authorized to sign for my firm.

Signature _____ Date _____

Name (Printed) _____ Title _____

APPENDIX A.4 - VENDOR DATA SHEET
Potomac Water Supply Program
Program Management / Construction Management Services
RFP No. 2011-051-200

Note: The following information is required as part of your response to this solicitation. The vendor **MUST** have the capability and capacity in all respects to satisfy fully all of the contractual requirements. Failure to complete and provide this sheet may result in finding your proposal nonresponsive.

Vendor's Primary Contact:

Name: _____ Phone No _____
 Email: _____ Fax No _____

Indicate below a listing of at least four (4) current or recent accounts, preferable water/wastewater accounts and/or governmental, that your company is servicing, has serviced, or has provided similar services. Include the length of service and the name, address, and telephone number of the point of contact and a brief description of the project:

A. Firm Name _____
 Mailing Address _____

 Contact _____ Title _____
 Phone No. _____ Fax No. _____
 Email Address _____
 Contract Amount \$ _____ Contract Dates _____
 Description of Work Performed _____

B. Firm Name _____
 Mailing Address _____

 Contact _____ Title _____
 Phone No. _____ Fax No. _____
 Email Address _____
 Contract Amount \$ _____ Contract Dates _____
 Description of Work Performed _____

C. Firm Name _____
 Mailing Address _____

 Contact _____ Title _____
 Phone No. _____ Fax No. _____
 Email Address _____
 Contract Amount \$ _____ Contract Dates _____
 Description of Work Performed _____

D. Firm Name _____
 Mailing Address _____

 Contact _____ Title _____
 Phone No. _____ Fax No. _____
 Email Address _____
 Contract Amount \$ _____ Contract Dates _____
 Description of Work Performed _____

APPENDIX A.5 - STATE CORPORATION COMMISSION FORM
Potomac Water Supply Program
Program Management / Construction Management Services
RFP 2011-051-200

Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is need in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offerors out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offerors current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1 or 757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE****Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposal (the Loudoun Water reserves the right to determine in its sole discretion whether to allow such waiver):