

**REQUEST FOR PROPOSAL  
PROFESSIONAL SERVICES**



Issue Date: October 2, 2017

RFP# 2018002-FN-P

Title: Feasibility Study and Project Management Services for Advanced Metering Infrastructure System

Issuing Agency: Albemarle County Service Authority  
168 Spotnap Road  
Charlottesville, VA 22911

Period Of Contract: N/A

Sealed Proposals Will Be Received Until 3:00 p.m. E.S.T. on December 15, 2017 For Furnishing The Services Described Herein. Proposals received after the announced time and date for receipt remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFP#:	2018002-FN-P
TITLE:	Feasibility Study and Project Management Services for Advanced Metering Infrastructure System
PROPOSAL DUE:	December 15, 2017

All Inquiries For Information Should be Submitted in Writing and Be Directed To: Quin G Lunsford, Finance Director, at [QLunsford@serviceauthority.org](mailto:QLunsford@serviceauthority.org) or by Fax: 434-979-0698.

**PROPOSALS MUST BE SHIPPED/MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.**

PREPROPOSAL CONFERENCE: N/A

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

**I have the authority to bind the corporation.**

SMALL, WOMAN, MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS:  YES;  NO  
*IF YES* ⇒⇒  SMALL;  WOMAN;  MINORITY;  SERVICE DISABLED VETERAN-OWNED

*This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

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## I. PURPOSE:

The Albemarle County Service Authority (ACSA) invites qualified firms and individuals to submit responses to its request for proposals for a feasibility study on an Advanced Metering Infrastructure system. The ACSA will select a firm or individual to provide the services requested using the Competitive Negotiation Procedure for Professional Services as outlined in the Virginia Public Procurement Act.

The Albemarle County Service Authority (ACSA), is soliciting proposals for Advanced Metering Infrastructure (AMI) feasibility study and project management services. The study will be to determine the feasibility of implementing an AMI system in the ACSA service area and, if determined feasible and approved by the ACSA, provide project management and technical support to ACSA staff through the acquisition and installation of an operational AMI system.

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified consultants to perform a feasibility study that will guide the ACSA in developing a comprehensive plan for implementing an Advanced Metering Infrastructure (AMI) system. The consultant will also assist in developing a RFP and assisting with the selection process to select a qualified offeror that will provide ACSA with the “best fit” AMI technology to meet our business needs. The consultant may also serve as the Project Manager and assist the ACSA throughout the entire project. Some of the expected outcomes for the feasibility study and project management services include:

- Improved customer service (ability to communicate more information and collect more timely information such as leak detection, abnormal usage patterns, and real-time consumption data, etc.)
- Improved operational efficiency and reduced costs through remote transmission
- Improved conservation through expedited leak detection, enhancement to system efficiencies, modeling, other detective/preventative analytic means and further enhance system efficiencies

## II. BACKGROUND:

### Albemarle County Service Authority

Located in central Virginia, 100 miles southwest of Washington, DC and less than 65 miles west of Richmond, the ACSA was established in 1964, pursuant to the *Virginia Water and Waste Authorities Act*, to provide water and sewer service to those jurisdictional areas in the County of Albemarle designated by the County’s Board of Supervisors. The current service areas include the urbanized ring around the City of Charlottesville (City), the communities of Crozet and Scottsville, and the Village of Rivanna. A six-member Board of Directors, appointed by the County Supervisors for renewable four-year terms, appoints the Executive Director and governs ACSA operations and policies.

In June 1973, the ACSA and the City entered into a Service Agreement with the Rivanna Water and Sewer Authority (RWSA), which wholesales finished water and sewer treatment services to the ACSA and to the City. In addition to retailing finished water distribution and sewer collection services, the ACSA constructs pump stations and line extensions; purchases, connects to the system, and upgrades private water systems; installs water supply and sewage collector systems; inspects water delivery and sanitary sewage systems installed and contributed to it by developers; and maintains these constructed and contributed facilities.

### Water system

The ACSA water system consists of 339 miles of pipe, over 19,000 water service connections and meters for residential, commercial, industrial and government customers and more than 2,511 fire hydrants. The ACSA’s water distribution system is divided into 16 pressure bands with pipelines ranging in diameter. The ACSA purchases 100% of its water supply from the RWSA. The ACSA has auxiliary meters used by residential and non-residential customers for outdoor water usage, mainly for irrigation. These are separate meters but not counted as separate accounts. The meters are included in residential accounts. See Table 1 for customer accounts.

**Table 1 – Water Accounts by Customer Class Data**

Customer Class	Number of Accounts	% of Total
<b>Single-family Residential</b>	17,238	89.7%
<b>Commercial (other)</b>	982	5.1%
<b>Multi-family Residential</b>	532	2.8%

<b>Commercial (offices)</b>	212	1.1%
<b>Institutional</b>	202	1.1%
<b>Industrial</b>	41	0.2%

Current Meter Reading Process

The current meter reading process utilizes an electronic touch read system (Sensus AutoRead with FieldLogic handhelds). The Meter Operations Technicians carry an electronic handheld device and use an auto-gun to query the meter. After the entire cycle has been read, the Meter Operations Supervisor uploads this data through AutoRead/Field Logic (Sensus) which interfaces with the ACSA’s billing system (BillMaster by Data West). ACSA customers are divided into ten areas or “Cycles.” It takes 1-2 days to read each cycle and results in monthly billing to ACSA customers. The AutoRead/FieldLogic software produces multiple reports, including a “high/low exception” report. Customer Service Representatives analyze these reports and contact customers/generate work orders for follow up. In conjunction with the upload of reading data, the Meter Operations Supervisor reloads the handhelds for the next cycle to be read.

Current Water Meter Inventory

The ACSA has a meter replacement program that is implemented by our in-house meter operations staff. This group is responsible for all readings, work orders, and meter replacements. Meters are replaced throughout the year with those in service 15 years or more being a priority. Approximately 1,000 meters are replaced each year by these means. During the fall of 2016, nearly 4,000 meters were replaced under warranty.

The majority of our meters are installed in single meter boxes. The majority (98%) of the ACSA’s meters are Sensus (iPerl, SR/SRII, Omni).

**Table 2 – Distribution of Meters by Size**

Meter Size	5/8 “	1”	1.5”	2”	3”	4”
<b># of Meters</b>	18,109	658	368	145	51	17

**Table 3 – Distribution of Meters by Manufacturer/Type**

Meter Manufacturer	Sensus iPerl	Sensus SR/SRII	Sensus Omni	Other
<b>% of Meters</b>	39%	57%	2%	2%

Current Billing Software and Databases

The ACSA currently utilizes BillMaster by Data West Corporation and has for the past 20 years. The database is integrated with the Sensus AutoRead/FieldLogic software and easily receives data from handheld devices and sends data back to AutoRead/FieldLogic software. All customer information, historical billing information, consumption data, and notes are maintained in this system. Customer monthly bills are outsourced to a third-party provider that prints and mails statements directly to customers (87% of all bills). The ACSA currently provides billing statements electronically to those that prefer. In conjunction with this study, we would like to evaluate the capability of the current system to integrate with an AMI system and/or other billing/customer interface options. Also, we do not currently utilize a Computerized Maintenance Management System (CMMS) but look to implement one in the future. Compatibility and integration with an industry leading CMMS system is required.

Current ACSA staffing includes:

**Table 4 – Meter Operations and Customer Service Staffing**

<b>Position</b>	<b>Number</b>
<b>Meter Technicians</b>	4
<b>Meter Operations Supervisor</b>	1
<b>Customer Service Representatives</b>	4
<b>Sr. Customer Service Representative</b>	1
<b>Customer Service Supervisor</b>	1
<b>Senior Meter Technician</b>	1

**III. STATEMENT OF NEEDS:**

Project Schedule

The feasibility study shall be completed four (4) months from the issuance of the Notice to Proceed.

Project Description and Scope of Services

The ACSA seeks to hire an experienced Consultant or firm (hereinafter referred to as “Consultant”) as described in this RFP. The Consultant will organize the ACSA project into a multi-phase approach that will include, but not be limited to evaluating cost, feasibility, viability, and relative advantages and disadvantages of installing an AMI system-wide; identifying potential funding; identifying functional and technical requirements; producing a project plan, which consists of the work breakdown roles and structure, schedule, budget, staff requirements, risk plan, communication plan, quality plan, procurement plan, meter change-out program development and warranty documentation development; overseeing an implementation process, which consists of vendor/contractor selection and AMI installation; as well as specifying a maintenance program.

The Successful Consultant shall develop a “Road Map” for the ACSA to follow as it sets out to implement the AMI system. A wide variety of alternatives shall be proposed and evaluated to determine the best possible option for the ACSA. Options shall include a basic description of how AMI would be deployed in a phased approach within the entire ACSA water service area. A schedule for implementation of the project shall be developed based upon financial considerations including available capital funds and the determined rate of return on the investment.

The ACSA desires, if deemed beneficial by the ACSA, to contract with one (1) Consultant for the system evaluation/feasibility study and project management. The selected Consultant shall assist in the progress from initial system evaluation to final AMI technology implementation, if it is feasible to do so.

Each Respondent/Offeror must properly evaluate the current water distribution system needs, water customer service infrastructure, cost feasibility, viability and relative advantages and disadvantages of installing an AMI ACSA wide. The ACSA will work closely with the successful consultant to determine the most appropriate selection method which is the most advantageous for the ACSA.

Feasibility Study Services

**Task 1: Assessment of Existing Metering System**

The selected consultant will perform an assessment with the ACSA Feasibility Study team of the ACSA’s current water system infrastructure, billing system integration and IT requirements. The Consultant shall conduct data gathering meetings/interviews with various ACSA departments including but not limited to Engineering, Maintenance, Finance, and Information Technology. The purpose of this task is to familiarize the selected Consultant with the current system conditions as well as the needs and expectations of the end-users after successful implementation of a new AMI system.

**Task 2: Compatibility Assessment of Existing Billing System**

The ACSA currently uses BillMaster by Data West as its billing system. The selected consultant will be expected to verify compatibility with the BillMaster system. As part of this task, the Consultant shall evaluate how the proposed new AMI system will be incorporated into the current billing system while ensuring a smooth and successful transition plan.

### **Task 3: Evaluation of Advanced Metering Infrastructure System Technologies**

The Consultant shall evaluate available AMI technologies and provide recommendations on the best use of technology given the ACSA's operating environment. This evaluation shall include but not be limited to:

- Evaluate the performance of a system-wide AMI in comparison to current methods and determine the relative advantages and disadvantages of each alternative.
- Determine if multiple AMI systems are available to meet ACSA's needs ensuring that a fair, open and competitive process can be used to select a responsible Vendor.
- Provide recommendations for an AMI technology system, billing system integration, ESRI integration, staffing evaluation, and other technology issues.
- Fully evaluate potential complications from a distance and topography perspective as well as the fact that approximately one-half of the ACSA's system being in the National Radio Quiet Zone (NRQZ).

### **Task 4: Financial Analysis**

The Consultant shall include an estimate for infrastructure costs associated with the recommended AMI improvements as well as annual operation and maintenance cost for the first ten years of operation. A full economic analysis will be completed including a full cost/benefit analysis, revenue recovery, return on investment, life cycle cost, net present value, funding options/recommendations, funding schedule by fiscal year and source of funding. Within this analysis, the Consultant shall also ensure that all required IT, communications and other hardware/software needed for a successful implementation are detailed and included in the price structure. The Consultant shall also identify and evaluate any grant, rebate, or other alternative funding source for implementation of an AMI system that the ACSA would be eligible to apply for and obtain.

### **Task 5: Meter Data Management System**

The Consultant shall provide a recommendation for a Meter Data Management System (MDMS). This system will be critically important to the ACSA's AMI project to support the collection and storage of the meter data including meter reads, meter events, reading events, meter change-out and warranty documentation and other meter reported information. The MDMS must have the capability to interface with the ACSA's current/future billing systems and future work order systems. The MDMS shall include but not limited to:

- Provide long-term storage of register, interval, tamper, outage, and meter event data in a fully versioned database
- A formal meter change out program
- A warranty documentation program of inventory as meter change out occurs
- A single repository for all metering data
- Provide customer meter data to a web portal for individual customer information, analysis, and response that can be integrated with the ACSA website
- Additional functionality shall include extensive validation, sophisticated management export capabilities, and auditable change tracking
- Recommendation related to system technical support and maintenance

Respondents are requested to provide recommendations regarding the following: storage data, backup, redundancy, failover, capacity, data transfer mechanisms, cyber security, access methods, and other important considerations. MDMS shall utilize the Microsoft SQL Server RDMS to provide a central repository for integration, and access by all business and analytical systems, and users of meter data throughout the utility.

### **Task 6: AMI Implementation Plan**

The Consultant shall develop a "Road Map" for the ACSA to follow as it sets out to procure, implement, and maintain an AMI system. A review of different alternatives shall be evaluated to determine the best possible option for implementation of an AMI system. Options shall include a basic description of how AMI would be deployed in a phased approach within the entire ACSA service area. The implementation options shall address project planning, budgeting, and overall system performance. A schedule for implementation of the project shall be developed based upon financial considerations including available capital funds and the determined rate of return on the investment.

### **Task 7: Business Case Recommendations**

The Consultant shall provide recommendations that include the optimal AMI system to be implemented. This consists of the types and brands of water meters to compliment the recommended system, a baseline implementation plan based upon the options identified in Task 6, and a summary of the financial analysis as well as a forecasted schedule for installation.

As part of the Business Case development, assess and report on the organizational impact of potential AMI solutions on applicable ACSA business processes, personnel, and technology.

Develop an effective communications plan that keeps all ACSA AMI Team members and subject matter experts informed of project issues and status as the AMI initiative moves forward.

The Consultant shall schedule a “kickoff meeting” at a mutually agreed upon time to discuss the chain of command and communication matrix between the ACSA and the Consultant; determine procedures for data acquisition, and review target dates for initiation and completion of tasks.

#### **Task 8: Evaluation of ACSA Customer Interface**

The consultant shall provide different available solutions for a customer facing portal. The portal will allow customers to review and analyze personal consumption data related to their account.

#### Deliverables

- Guide the ACSA in objectively assessing the criteria and conditions that must be addressed with respect to existing systems within the ACSA to successfully deploy an AMI system.
- Identify and recommend potential synergies and/or modification of current ACSA business processes to ensure operational efficiency and maximize return on investment.
- Quantify specific operational benefits to be realized through AMI implementation.
- Identify qualified AMI manufacturers and technologies that will meet the ACSA’s needs, including assessment of their long-term viability.
- Educate the ACSA on the functionality of current systems available in the market, the tradeoffs among those systems, and how the various functionalities of the systems can lead to operational benefits.
- Review, evaluate, and report on potential initiatives or opportunities for the ACSA to partner with local electric, utility, municipality, or others to collaborate on AMI infrastructure costs.
- Conduct a risk assessment of available alternatives and recommend strategies to minimize AMI implementation risks. Provide alternatives and strategies to reduce the impact and risk in operations, customer service, AMI installation, and management.
- Evaluate applicable existing ACSA IT hardware and software systems for required interface with AMI. Assess if meter data management system (MDMS) upgrades are required and make recommendations.
- Provide guidance related to proactive customer communication as to advantages and customer benefits, and also customer concerns of privacy, health, and other similar matters.
- Provide guidance on “opt out” approaches.

#### Project Management Services

##### **Task 1: Planning Services**

The selected Consultant must be able to provide project management support, including participation in at least monthly meetings with the ACSA Implementation Team, overseeing project schedule, tracking task status, and reporting issues. The selected Consultant will be required to assign a dedicated Project Manager for the duration of the project to manage the assigned resources and ensure the requirements of this project are fully satisfied. In addition, the selected Consultant will develop and maintain a schedule illustrating the work plan for executing the necessary activities to complete the delivery of products and services in this Scope of Work. This schedule must be updated monthly.

- Develop a proposed schedule with major milestones for the procurement and implementation phases, if approved.
- Recommend the makeup of the ACSA project team for AMI implementation.
- Assess the capacity of ACSA’s staff to adequately support the implementation project and ongoing operations after implementation.
- Determine the probability of the project’s goals and objective being realized.
- Define the risks this project poses to the organization and the required mitigation strategies. Provide information on the critical success factors of projects similar in size and scope.
- Provide an objective opinion as to how the ACSA should proceed with the project.

## **Task 2: Acquisition Services**

The successful Consultant shall assist the ACSA in preparing specifications and requirements for a solicitation to procure the technology, meters and all required accessories needed for the proposed AMI solution based on the ACSA's goals and objectives, long-term strategic plans, IT and billing interfaces and all other necessary components. This work may include providing guidance during the formulation of specifications. The Consultant will work closely with the ACSA's IT staff to provide any technical information and overall system specification/requirements related to installation and implementation of a distribution system wide AMI system as well as any key performance-based indicators.

This information includes but is not limited to:

- System description
- Equipment details and description
- Layout of installation
- Layout of equipment
- Selection of key equipment
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details
- Performance of equipment components, and subsystems
- Controls, monitors, and instrumentation
- System performance monitoring
- Assist the ACSA in identifying potential funding for program costs
- Plan the public outreach for the implementation of infrastructure changes

## **Task 3: Installation Services**

The Consultant shall oversee the development of the solution and control the changes to align with the ACSA's expectations. Consultant will provide technical and business support to assist with the management of the system's installation. The Consultant shall oversee the installation process with the selected Contractor to assist with the integration of the metering system.

## **Task 4: Maintenance, Support and Warranty**

The successful Consultant will provide all available options for maintenance, support and warranty with the selected technology, meters and accessories. This includes maintenance and warranty for the actual products and offerings of the manufacturer in addition to service components.

### Experience

The successful Consultant shall be required to have extensive, verifiable experience in performing the scope of services for utilities having water distribution systems similar or larger to the ACSA in size and other geographical constraints. Additionally, the Consultant shall provide a detailed list of other similar clients and the scope of services that were provided. The respondent's qualifications and experience will be evaluated by the Qualification Questionnaire ([Attachment F](#)).

## **IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

### Response Requirements and Submittal Format

To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized in the manner set forth below, separated into sections, and appropriately titled. All information and materials requested shall be provided in the Proposal under a single cover.

Submittals shall be prepared simply and economically, providing a straightforward and concise response to satisfy the requirements of this Request for Proposal.

**Required information:** The following must be included in your response in order for a respondent to be considered responsive:

### **Section 1: Cover Letter and Summary**

1.1 Cover letter summarizing why the firm should be selected.

- 1.2 Sign and submit page 1 of this RFP
- 1.3 Identify the entity that would enter into the contract by including the address of the company headquarters and local office, the type of business (corporation, limited liability corporation, other), state of incorporation or organization and Federal Employer Identification Number and the name and title of the person authorized to enter into contract.
- 1.4 State any conflicts of interest your firm, or any key individuals, may have with projects of the type discussed herein or with vendors providing AMI solutions.
- 1.5 State any exceptions (if any) made to the General Terms and Conditions included herein to be reviewed in the contract negotiation period for the successful respondent.

**Section 2: Qualifications & Experience**

Qualifications should provide a straightforward, concise description of the contractor’s capabilities to satisfy the scope of services identified within this RFP and contain the following information:

- 2.1 General overview of the firm and potential teaming partners with public experience, if any, experience/qualifications with AMI systems and related technology.
- 2.2 Indicate the firm’s and key project team members (at minimum the Project Manager) prior experience successfully completing AMI projects with a public utility similar to the ACSA. Indicate the team’s prior implementation experience with AMI systems.
- 2.3 Describe the project team’s experience with customer billing system interfaces as well as other information technology systems.

**Qualification Questionnaire**

The Qualification Questionnaire ([Attachment F](#)) must be completed and submitted with your response. The selection committee will review each questionnaire based upon the criteria listed below.

<b>1. General Information – Reviewed but not evaluated</b>	
1.a.	General Company Information
1.b.	Evidence of Insurance
1.c.	Size/Capacity: Questions 1, 2 & 3
<b>2. Mandatory Requirements – Section will be reviewed</b>	
2.a.(1)	# of years under current name
2.a.(2)	Date, State, type of establishment
2.a.(3)	Names of principals
2.a.(4)	Previous experience w/ similar utilities
2.a.(5)	Prequalified and failed to submit bid w/o notice of good cause
2.b.(1-2)	Current Workload & Availability based on Workload
2.c.(1)	Feasibility Study for similar services
2.c.(2)	Feasibility Study highlights and issues described
2.d.(1)	Litigations/Claims Failure to Complete Work
2.d.(2)	Paid liquidated damages?
2.d.(3)	Filed claims
2.d.(4)	Convicted of charges
3.a.	References
3.b.(1)	Staff Qualifications
3.b.(2)	Staff availability

**Section 3: Proposed Project Understanding and Approach**

- 3.1 Proposed plan for reviewing the current metering, billing systems, IT requirements and developing recommendations from this information.
- 3.2 Proposed evaluation criteria for evaluation of various AMI technologies.
- 3.3 Management of the project, including coordination of activities and communication with ACSA staff.
- 3.4 Plan to address how the project will be staffed, the location of proposed staff members, and anticipated level of effort from both the firm and the ACSA staff.

**Section 4: Past Performance and References**

- 4.1 Provide a list of three (3) related AMI projects that involved a feasibility study of this technology. Include a description of the project, the name of

the utility, the size of the utility (number of customers), and the year the work was completed.

- 4.2 Provide a Reference Questionnaire ([Attachment G](#)) for each project listed in section 4.1. Reference Questionnaires should be completed for members of the firm that had key roles in that project.
- 4.3 Provide the name of the primary project manager to be assigned to this work along with a description of his/her experience. Include an organization chart depicting the roles and key staff, along with current resumes of each, including sub-consultants and the percentage of time to the firm total to be dedicated to this project. If selected, the naming of personnel reflected in the organization chart will be considered by this office to be the AMI Business Case Support Team and will be expected to be assigned to the project for its duration.

Note: These team members will be expected to participate in the interview, if required, and perform the work. The Consultant must notify the ACSA of any request to change personnel. The request must include the position or team member, the reason for the change, and the replacement member. Final approval will be at the discretion of the ACSA.

**Section 5: Financial Information**

Provide the most current year-end audited financial statements or Statement of Financial Responsibility.

V. EVALUATION AND AWARD CRITERIA:

Evaluation Criteria

A committee comprised of ACSA employees will review each submittal based upon the criteria listed below. The written evaluation will produce a list of the top-rated proposals that will be selected for possible interviews. Respondents may or may not be interviewed and the ACSA reserves the right to conduct interviews at its sole discretion. Interviews will be conducted the week of January 15, 2018 (tentative) in order to make a final decision. Respondents selected for interview will be contacted by the ACSA via telephone or e-mail to determine their interview date and time. Proposers should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend the interview may not be given a score which could jeopardize the respondent’s competitiveness.

RFP Evaluation Criteria	Rating Percentage
<b>1) Project Understanding and Approach</b> a) Approach to methodology and understanding of the proposed scope of work b) Recommendations of anything the ACSA may be leaving out of this contract that may help the ACSA’s needs	40%
<b>2) Past Performance/References</b> a) Three past client references with similar services provided to clients within the last 5 years. The client references submitted by each Respondent must be directly related to the services as outlined in the Scope of Services b) Reference questionnaire c) Clarity and completeness of information provided by Respondent in the written proposal to validate client references to the extent possible	30%
<b>3) Financial Stability</b> a) Current year-end audited financial statement or Statement of Responsibility	10%
<b>4) Experience</b> a) Practical experience and technical qualifications of key staff	20%

## VI. PREPROPOSAL CONFERENCE: N/A

### Tentative Schedule of Events

The following is a proposed schedule of events as it relates to this solicitation:

RFP Issue Date	October 2 ,2017
Questions Deadline	November 30, 2017
Submittal Deadline	December 15, 2017
Interviews (tentative)	January 15, 2018
Intent to Award	February 7, 2018

### Information Pertaining to Addenda

Questions and/or comments pertaining to the interpretation and technical detail of the RFP must be in writing and must be received by the purchasing agent at least seven (7) days prior to the date the proposal must be received. Consultants shall contact the purchasing agent five (5) days before the date proposals must be received to ascertain whether addenda have been issued.

### Award of Contract for Professional Services

The ACSA 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. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body 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. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the ACSA 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 the ACSA 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. Should the ACSA Executive Director or Purchasing Agent 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.

## VII. REPORTING AND DELIVERY INSTRUCTIONS:

### A. GENERAL INSTRUCTIONS:

RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal along with an electronic copy of the proposal on CD or USB drive, either in Microsoft Word or PDF format must be submitted to the ACSA as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.

Albemarle County Service Authority  
Department of Finance  
168 Spotnap Road  
Charlottesville, VA 22911  
Monday-Friday 8:00 a.m. – 5:00 p.m

Mark the outside of the envelope with RFP#2018002-FN-P and proposal subject Feasibility Study and Project Management Services Advanced Metering Infrastructure.

## B. PROPOSAL PREPARATION:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the ACSA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the ACSA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the ACSA pursuant to the RFP shall belong exclusively to the ACSA 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 *Virginia Code* § 2.2-4342(F), 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. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

g. Fees for professional services are NOT to be included in the original proposal submittal; however, firms selected for discussion may be required to furnish non-binding estimates of professional fees, including projected man-hours, hourly rates, reimbursable expenses and other miscellaneous charges. The ACSA reserves the right to require fee proposals be submitted by a specified deadline. The ACSA may reject any fee proposals that are submitted after the designated date and time.

h. All costs of proposal preparation and presentation shall be borne by each offeror. The ACSA is not liable for any cost incurred by the offeror prior to issuance of a contract.

## C. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the ACSA. 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. The ACSA will schedule the time and location of these presentations. Oral presentations are an option of the ACSA and may or may not be conducted.

## VIII. GENERAL TERMS AND CONDITIONS:

### A. ADVERTISING:

In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the ACSA will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the ACSA has purchased or uses any of its products or services, and the contractor shall not include the ACSA in any client list in advertising and promotional materials, unless the contractor has been given written permission by a ACSA representative who is authorized to sign on behalf of the ACSA.

### B. ANNOUNCEMENT OF AWARD:

Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the ACSA webpage at [www.serviceauthority.org](http://www.serviceauthority.org).

### C. NON-DISCRIMINATION:

By submitting their proposals, offers certify to the ACSA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and *Virginia Code* § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Virginia Code* § 2.2.4343.1(E)).

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

1. During the performance of this contract, the contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

### D. NON-DISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the ACSA has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

E. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS:

The ACSA does not discriminate against faith-based organizations.

F. ANTITRUST:

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

G. APPLICABLE LAWS & COURTS:

This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws, provisions and any litigation with respect thereto shall be brought in the Circuit Courts of Albemarle County, Virginia. The ACSA and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Service Authority Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

H. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the ACSA.

I. AVAILABILITY OF FUNDS:

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

J. PROPOSAL ACCEPTANCE:

Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.

K. PROPOSAL ACCEPTANCE PERIOD:

Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.

L. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty percent (25%) or \$50,000, whichever is greater, of the amount of the contract without the advance approval of the ACSA Finance Director or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
2. The ACSA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the ACSA a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed,

subject to the ACSA's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the ACSA with all vouchers and records of expenses incurred and savings realized. The ACSA shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the ACSA within thirty (30) days from the date of receipt of the written order from the ACSA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the ACSA or with the performance of the contract generally.

**M. CLARIFICATION OF TERMS:**

The ACSA will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Finance Department and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Finance Department no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any ACSA representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

**N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the ACSA's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the ACSA of any breach or suspected breach in the security of such information. Contractors shall allow the ACSA to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:**

All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the ACSA to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the ACSA be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the ACSA's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the ACSA's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the ACSA.

**P. CONTRACTUAL CLAIMS:**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The ACSA has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the ACSA's Finance Department. Contractual disputes shall also be subject to the provisions of *Virginia Code* §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

**Q. DEBARMENT STATUS:**

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

R. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the ACSA, 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 the ACSA may have.

S. DESIGNATED PERSONNEL:

The personnel designated in the management summary for key positions shall not be changed except with the permission of the ACSA. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the ACSA. The ACSA shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the ACSA's sole discretion.

T. DRUG-FREE WORKPLACE:

Pursuant to *Virginia Code* § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. ETHICS IN PUBLIC CONTRACTING:

Pursuant to *Virginia Code* § 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

V. HEADINGS:

Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.

W. IDLING REDUCTION REQUIREMENT:

For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the ACSA, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Y. INCLEMENT WEATHER/CLOSURE OF ACSA OFFICES:

If the ACSA is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.

Z. INDEMNIFICATION:

Pursuant to Virginia law, the ACSA may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

AA. OSHA STANDARDS:

All contractors and subcontractors performing services for the ACSA are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and ACSA 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.

BB. OWNERSHIP OF DOCUMENTS:

All information, documents, and electronic media furnished by the ACSA to the Contractor belong to the ACSA, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the ACSA hereunder is specifically authorized in writing by the ACSA in advance. All documents or electronic media prepared by or on behalf of the Contractor for the ACSA are the sole property of the ACSA, free of any retention rights of the Contractor. The Contractor hereby grants to the ACSA an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

CC. PAYMENT:

1. To Prime Contractor:

- a. The ACSA shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the ACSA shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the ACSA fails to make payment by the required payment date, the ACSA shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the ACSA with a federal employer identification number, prior to receiving any payment from the ACSA.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the ACSA contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which ACSA department is being billed.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the ACSA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not

relieve a ACSA department of its prompt payment obligations with respect to those charges which are not in dispute (*Virginia Code § 2.2-4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the ACSA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the ACSA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the ACSA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the ACSA.

DD. PAYMENT TERMS:

Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

EE. PERMITS AND FEES:

All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the ACSA, the County of Albemarle, or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

FF. PRECEDENCE OF TERMS:

The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF ACSA FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

GG. PUBLIC INSPECTION OF CERTAIN RECORDS:

Except as otherwise provided, and in accordance with *Virginia Code §2.2-4342*, all proceedings, records, contracts and other public records relating to the ACSA's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Code §2.2-3700 et seq.* Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the ACSA decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of *Virginia Code §2.2-4342* prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

HH. QUALIFICATIONS OF OFFERORS:

The ACSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the ACSA all such information and data for this purpose as may be requested. The ACSA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The ACSA further reserves the right to reject any

proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the ACSA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

II. RIGHT TO ACCEPT OR REJECT OFFERORS:

The ACSA reserves the right to accept or reject any or all proposals in whole or in part.

JJ. SCHOOL CONTRACTOR CERTIFICATION:

Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature on the Certification of Crimes Against Children And Acts of Moral Turpitude (Attachment I), Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

KK. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

It is the policy of the ACSA to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the ACSA's procurement activities. Toward that end the ACSA encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**

LL. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to the *Virginia Code* §2.2-4311.2 (B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

MM. TAXES:

Include only taxes applicable to the project in this proposal. The ACSA is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the ACSA's tax exempt status will be furnished by the ACSA upon request.

NN. TESTING AND INSPECTION:

The ACSA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

OO. TRANSPORTATION AND PACKAGING:

All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description,

and quantity.

PP. USE OF BRAND NAMES:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the ACSA, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offerer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the ACSA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

IX. SPECIAL TERMS AND CONDITIONS:

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the ACSA, whichever is sooner. The ACSA and its authorized agents shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: The ACSA may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- C. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

X. METHOD OF PAYMENT:

Payment will be made at completion of project, upon receipt of a valid invoice, and for additional services as ordered and agreed at time of order within 45 days of invoice date, unless specified differently in the contract.

XI. ATTACHMENTS:

<a href="#">ATTACHMENT A</a>	Offeror Data Sheet
<a href="#">ATTACHMENT B</a>	State Corporation Commission & Registered Agent Form
<a href="#">ATTACHMENT C</a>	Certification of No Collusion
<a href="#">ATTACHMENT D</a>	Proprietary/Confidential Information Identification
<a href="#">ATTACHMENT E</a>	Insurance Requirements
<a href="#">ATTACHMENT F</a>	Qualification Questionnaire
<a href="#">ATTACHMENT G</a>	Reference Questionnaire
<a href="#">ATTACHMENT H</a>	Certification of Crimes Against Children and Acts of Moral Turpitude
<a href="#">ATTACHMENT I</a>	Meter NRQZ Map

[ATTACHMENT A](#)

## OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
4. Vendor Information:  
FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

  

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

  

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

  

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT B

**STATE CORPORATION COMMISSION & REGISTERED AGENT FORM**

**Virginia State Corporation Commission (SCC) registration information.**

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The bidder:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding;</li> <li>2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;</li> <li>3. <input type="checkbox"/> Maintaining bank accounts;</li> <li>4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;</li> <li>5. <input type="checkbox"/> Selling through independent contractors;</li> <li>6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;</li> <li>7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;</li> <li>8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts;</li> <li>9. <input type="checkbox"/> Owning, without more, real or personal property;</li> <li>10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature;</li> <li>11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films which are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or</li> <li>12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth.</li> </ol> <b>-OR-</b>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <b>an opinion of legal counsel</b> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. <b>Attach opinion of legal counsel to this form.</b>

**Registered Agent Information**

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes):

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

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

[ATTACHMENT C](#)

## CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

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

\_\_\_\_\_  
Date

### ACKNOWLEDGEMENT

STATE OF VIRGINIA

Albemarle County Service Authority, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

### CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)



[ATTACHMENT E](#)

## INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors' performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the ACSA of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
  - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The ACSA of Albemarle and its officers, employees agents and volunteers must be named as additional insureds and be so endorsed on the policy.
  - d. Automobile Liability - \$1,000,000 per occurrence. Coverage is to include hired, owned, non-owned, temporary and leased vehicles.
  - e. Umbrella or Excess Liability Coverage may be used to achieve higher liability limits. See below.
  - f. Professional (E&O) Liability Insurance: \$1,000,000 per claim/\$2,000,000 aggregate.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the ACSA;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the ACSA as an additional insured. The ACSA shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

**Proof Of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the ACSA certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the ACSA; and (iii) the Offeror shall deliver to the ACSA endorsements to the policies which require the ACSA and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and Umbrella or Excess Liability Coverage as detailed below. Such endorsements must be approved by the ACSA, and (iv) upon the request of the ACSA, provide any other documentation satisfactory to the ACSA in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the

requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The ACSA shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect Of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the ACSA for any liability to the ACSA, as specified in any other provision of this contract, and the ACSA shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver Of Subrogation:** The Offeror agrees to release and discharge the ACSA of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the ACSA's sovereign immunity under law.

**Right to Revise or Reject:** The ACSA reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the ACSA reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**Umbrella or Excess Liability Coverage** which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property and contents damage for (100%) of the replacement cost, underground, explosion and collapse hazard, and personal/advertising injury, (ii) includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles, (iii) fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, water, windstorm, falsework, testing and startup, temporary buildings, contents, debris removal, and which provides coverage for one hundred percent (100%) of the replacement cost of the loss experienced and the Offeror's scope of the Work, and (iv) has per-occurrence limits of not less than One Million Dollars (\$1,000,000). This insurance shall name the ACSA and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the ACSA as an additional insured. The ACSA shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the ACSA. Upon execution of this Agreement, Offeror shall provide the ACSA with a certificate of insurance, or other written documentation satisfactory to the ACSA in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the ACSA. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the ACSA to terminate this Agreement without notice to Offeror and without penalty to the ACSA.

[ATTACHMENT F](#)

QUALIFICATION QUESTIONNAIRE

**A Pre-Qualified Questionnaire – 2018001-FN-P**

Failure to answer all of the following questions may result in disqualification. If interested potential firms or Consultant have any questions, contact Quin G. Lunsford, Director of Finance. Completing this questionnaire does not guarantee any approval or prequalification of the bidder’s submission. The ACSA reserves the right to reject any or all proposals and to waive informalities in accordance with the ACSA procurement code and internal policies and procedures.

**Project Description:**

The major components of the services to be provided for the ACSA feasibility study and project management services for an Advanced Metering Infrastructure (AMI) system. The personnel employed by the Consultant must be deemed as reliable and capable employees trained and qualified in performing the work stated in the scope of services required to complete assigned tasks.

**In additional to above, all other requirements as outlined in RFP#2018001-FN-P will be applicable and should be thoroughly reviewed prior to completing this form.**

Section 1. GENERAL INFORMATION

**1.A. General Company Information (Primary/Main office location)**

Company Name

Physical Address:

Mailing Address:

City/State Zip Code +4

Phone Number:

Fax Number:

Primary Contact Name:

Secondary Contact Name:

Primary Contact Email Address:

Secondary Contact Email:

Insurance

**1.B. Evidence of Insurance**

In order to prequalify, Consultant must indicate that they can provide evidence of insurance coverage, see below, as follows should they subsequently be the successful bidder. Do you agree?

Yes  No

**Size/Capacity**

1.C.(1) How many full-time permanent employees work for the Company? \_\_\_\_\_

1.C.(2) If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project? \_\_\_\_\_

1.C.(3) List the annual dollar value of AMI Service work the company performed for each year over the last 5 calendar years.

1 _____(yr)	2 _____(yr)	3 _____(yr)	4 _____(yr)	5 _____(yr)
-------------	-------------	-------------	-------------	-------------

Section 2. MANDATORY REQUIREMENTS (to be evaluated)

**Experience**

2.A.(1) Number of years in business as a Consultant under the company name listed in 1.A. above: \_\_\_\_\_ years.

List any other company names your firm operated under previously.

1	2	3	4	5
---	---	---	---	---

2.A.(2) List date, State and type of incorporation, partnership or proprietorship establishment:

\_\_\_\_\_ Date \_\_\_\_\_ State/Type (incorporation, partnership/proprietorship)

2.A.(3) List names of the firm principals appropriate to the type of the firm:

*Corporation: President, Vice-President, Secretary, Treasurer*

*Partnership: Partners*

*Proprietorship: Owner*

*Other: List and Explain*

Title:	Full Name	Yrs Service
Title:	Full Name	Yrs Service
Title:	Full Name	Yrs Service
Title:	Full Name	Yrs Service

2.A.(4) Has your company ever performed substantially similar services and size as the ACSA for a public water and sewer utility?  Yes  No (attach additional page if necessary)

If your company has not performed work for an organization similar in service and size do not submit a response to this request for proposals. If yes, list the name of the agency, dollar value, owner and contact names, contact phone numbers and contract dates for all contracts completed (or current) within the last five (5) years.

Entity	Dollar Value	Owner/Contact	Contact Phone	Contract Date

**2.A.(5) Within the last 5 years, has your company been pre-qualified to bid on a substantially similar project and failed to submit a bid without notice of good cause before final bid date?**  Yes  No If yes, on a separate sheet list name of project and reason you did not submit a bid.

**Workload/Capacity**

**2.B.(1) How many projects does the primary project manager currently have under contract or in progress and what is their total dollar value?**

- \_\_\_\_\_ # of Projects
- \_\_\_\_\_ Current project contract amount

**2.B.(2) List the three largest projects currently under contract or in progress for the primary project manager, including for each, the name of the entity, owner and phone numbers, service type and the contract end dates.**

<b>#1 – Entity</b>	
<b>Description/Areas of Work Performed</b>	
<b>Owner Name/Representative</b>	
<b>Owner Address</b>	
<b>Phone</b>	
<b>Email Address</b>	
<b>Service Type</b>	
<b>Contract End Date</b>	

<b>#2 – Entity</b>	
<b>Description/Areas of Work Performed</b>	
<b>Owner Name/Representative</b>	
<b>Owner Address</b>	
<b>Phone</b>	
<b>Email Address</b>	
<b>Service Type</b>	
<b>Contract End Date</b>	

<b>#3 – Entity</b>	
<b>Description/Areas of Work Performed</b>	
<b>Owner Name/Representative</b>	
<b>Owner Address</b>	
<b>Phone</b>	
<b>Email Address</b>	
<b>Service Type</b>	
<b>Contract End Date</b>	

**Feasibility Study**

**2.C.(1) List a feasibility study that you completed for AMI Services. List the most recent project and provide owner's contact information below.**

<b>Feasibility Study Procedures</b>	
<b>Project Name</b>	
<b>Owner Name/Representative</b>	
<b>Owner Address/Phone</b>	
<b>Owners Email</b>	
<b>Did implementation originate from the feasibility study? If not why?</b>	

**2.C.(2) Describe the feasibility study performed state the outcome, highlights and issues listed in 2.C.(1).**

**Litigation/Claims**

**2.D.(1). Has your company ever failed to complete work awarded to it?**

Yes  No If yes, please provide project name(s), contact information for owner, year(s), and reason why. Attach relevant documentation.

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**2.D.(2). Have you ever paid liquidated damages on any project?**  Yes  No If yes, state the project name(s), year(s), and reason why.

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**2.D.(3). Has your company filed any claims on any previous project management services within the last five years?**

Yes  No If yes, state the entity name(s), year(s), case number and reason why.

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**2.D.(4). Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?**

Yes  No If yes, state the entity name(s), year(s), and reason why:

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Section 3. PROJECT SPECIFIC REQUIREMENTS

**References**

**3.A. Please identify three (3) references most closely reflecting the scope of services being requested for the currently proposed AMI project. The substantially similar projects should have been completed within the last five (5) years. The references listed below should be the ones used in Section V. If the Consultant has performed work for the ACSA, in the past or currently, the ACSA must be stated as an additional reference (#4) to the three required non-ACSA references.**

<b>#1- Entity Name</b>	
<b>Owner Name/Representative</b>	
<b>Owner Address/Phone #</b>	
<b>Current Dollar Value</b>	
<b>Contract End Date</b>	
<b>Reference Questionnaire Attached (y/n)</b>	
<b>Performance Rating/Letter of Commendation</b>	

<b>#2- Entity Name</b>	
<b>Owner Name/Representative</b>	
<b>Owner Address/Phone #</b>	
<b>Current Dollar Value</b>	
<b>Contract End Date</b>	
<b>Reference Questionnaire Attached (y/n)</b>	
<b>Performance Rating/Letter of Commendation</b>	

<b>#3- Entity Name</b>	
<b>Owner Name/Representative</b>	
<b>Owner Address/Phone #</b>	
<b>Current Dollar Value</b>	
<b>Contract End Date</b>	
<b>Reference Questionnaire Attached (y/n)</b>	
<b>Performance Rating/Letter of Commendation</b>	

<b>#4- Entity Name</b>	<b>Albemarle County Service Auth.</b>
<b>Owner Name/Representative</b>	
<b>Owner Address/Phone #</b>	
<b>Current Dollar Value</b>	
<b>Contract End Date</b>	
<b>Reference Questionnaire Attached (y/n)</b>	
<b>Performance Rating/Letter of Commendation</b>	

**Staffing and Organizational Structure**

**3.B.(1). Staff Qualifications – Provide organizational structure reflecting authority, responsibility and proportion of time dedicated to this contract.**

**3.B.(2). Staff Availability – Are key personnel also proposed on any other projects for which bidding and contracting is pending?**  Yes  No If yes, describe general availability and qualifications of potential substitutes.

**Signature**

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.

Submitted by:

\_\_\_\_\_

Physical Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

a. Dated this day of: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Signature of Authorized Officer Print Title of Authorized Officer

Phone: \_\_\_\_\_  
Contact person's phone number

Email: \_\_\_\_\_  
Contact person's email address

b. Notary Certification:

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(official seal)

\_\_\_\_\_  
Signature of Notary Public

My commission expires \_\_\_\_\_, 20\_\_.

**ATTACHMENT G**

**REFERENCE QUESTIONNAIRE**

To: \_\_\_\_\_  
 (Name of person completing survey)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Subject: Past Performance of: \_\_\_\_\_  
 Name of Company  
 \_\_\_\_\_  
 Name of Individuals

The ACSA is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the ACSA in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work. We would appreciate your taking the time to complete the survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Installed: \_\_\_\_\_

How many metered accounts for this project: \_\_\_\_\_

Is this a public utility?  Yes  No

No	Criteria	Unit	Rating
1	Ability to meet customer expectation	(1-10)	
2	Ability to manage costs (minimal change orders)	(1-10)	
3	Ability to maintain project schedule (completed on time/early)	(1-10)	
4	Your comfort level in hiring the firm/individual again based on performance	(1-10)	
5	Ability to increase value (quality of design)	(1-10)	
6	Ability to identify and minimize the users risks	(1-10)	
7	Ability to close out (proper documents)	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	

Signature of person completing this questionnaire: \_\_\_\_\_

ATTACHMENT H

**CERTIFICATION OF CRIMES AGAINST CHILDREN  
AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor’s employees and/or subcontractors to have direct contact with Albemarle County Public Schools’ students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor’s knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor’s knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of “moral turpitude” are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.



Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

- NO
- YES (please explain) \_\_\_\_\_

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

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

