APPOMATTOX RIVER WATER AUTHORITY
SOUTH CENTRAL WASTEWATER AUTHORITY

October 1, 2026

REQUEST FOR PROPOSAL #26-1002

PROFESSIONAL ENGINEERING SERVICES RELATIVE TO WATER AND WASTEWATER PLANT OPERATIONS

DUE: October 31, 2026

Request for Proposal Prepared By
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1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit qualified and interested firms to submit proposals for providing Professional Engineering Services relative to water and wastewater plant operations. The Appomattox River Water Authority is a 96 million gallon per day (mgd) water plant with a transmission system, dam, and lake. The South Central Wastewater Authority is a 23 mgd wastewater reclamation facility. Projects to be assigned under the resulting contracts could include new water and wastewater lines, rehabilitation of existing lines, rehabilitation of existing onsite water and wastewater pump stations, rehabilitation of existing concrete tanks and appurtenances, water and wastewater treatment plant work, and treatment process design and optimization. To facilitate its needs, the Authority desires to establish a contract under which individual projects can be assigned on an as needed basis. The Authority reserves the right to award to multiple firms.

The term "Authority" refers to the Appomattox River Water Authority and/or South Central Wastewater Authority. The management team which includes the executive director, assistant executive director and business manager provide support services for both authorities.

2. GENERAL TERMS AND CONDITIONS

2.1 Submittals, in **five (5)** copies, marked **"Professional Engineering Services Relative to Water and Wastewater Plant Operations"** will be received no later than **4:00 P.M.**, Local Time Prevailing, on **October 31, 2026,** at:

Appomattox River Water Authority
21300 Chesdin Road
South Chesterfield, VA 23803

2.2 **Proposals will not be accepted via Fax machine or Internet E-mail.**

2.3 Mark outside of envelope with **RFP #26-1002** and proposal subject, **"Professional Engineering Services Relative to Water and Wastewater Plant Operations"**.

2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the Authority from requesting additional information at any time during the procurement process.

2.5 In the event that the Authority is closed due to inclement weather and/or emergency situations at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.

2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the executive director at (804) 590-1145 ext. 101, three working days prior to need.

2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The Authority reserves the right to award in part, in whole, and/or to award to multiple engineers, or to

reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

2.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project, and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.

2.10 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.

2.11 This procurement is being conducted by the Authority in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA).

2.12 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the respective Authority Board of Directors and appropriation by them of the necessary money to fund said contract for each succeeding year.

2.13 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the Authority and the engineer, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

2.14 Termination: It shall be the sole right of the Authority, to terminate any contract upon written notification to the Engineer.

2.15 Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Engineer and the Authority given in the same manner and form as the original signing of this Contract.

2.16 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over $10,000 shall include the following provisions:

A. During the performance of this contract, the Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Engineer. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Engineer, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, will state that such Engineer is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Engineer shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.17 Right to Audit: Engineer's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Authority to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Engineer of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For such audits, inspections, examinations and evaluations, the Authority shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the Authority to Engineer pursuant to this contract.

The Authority shall have access to Engineer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, to conduct audits in compliance with this article. The Authority shall give Engineer reasonable advance notice of intended audits.

Engineer shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Engineer and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all the related payees' costs from amount payable to Engineer pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Engineer to the Authority more than five percent (5%) of the total contract billings, the actual cost of the Authority's audit shall be paid by Engineer.

2.18 Insurance: The engineer shall purchase and maintain in force, at his own expense, such insurance as will protect him and the Authority from claims which may arise out of or result from the Engineer's execution of the work, whether such execution be by himself, his employees, agents,

subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Authority and the public from any and all claims for injury and damage resulting by any actions on the part of the engineer or his forces as enumerated above. The Engineer shall furnish a Certificate of Insurance, naming Appomattox River Water Authority and/or South Central Wastewater Authority as additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Engineer shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Authority's Attorney and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

2.19 Instructions Regarding Insurance Certificates: The Engineer and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the Authority will execute the contract. We would call your attention to the following:

A. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Appomattox River Water Authority and/or South Central Wastewater Authority** as additional insured. This requirement may be met by placing the following language on the Certificate.

B. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the Authority."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." OR in lieu of modifying the cancellation clause, Appomattox River Water Authority and/or South Central Wastewater Authority may be listed as an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Appomattox River Water Authority and/or South Central Wastewater Authority. The endorsement should be on a separate form and attached to the certificate.

C. The Certificate Holder should be listed as:

Appomattox River Water Authority
21300 Chesdin Road
South Chesterfield, VA 23803
IFB/RFP # 26-1002

and/or

South Central Wastewater Authority
900 Magazine Road

Petersburg, VA 23803
IFB/RFP # 26-1002

D. Certificate of Insurance must be signed.

2.20 Drug Free Workplace: During the performance of this contract, the engineer agrees to:

A. Provide a drug-free workplace for the engineer's employees

B. 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 engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition

C. State in all solicitations or advertisements for employees placed by or on behalf of the engineer that the engineer maintains a drug-free workplace

D. Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an engineer in accordance with this chapter, the employees of whom 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.

2.21 Environmental Management: Engineer shall be responsible for complying with all applicable federal, state, and local environmental regulations.

2.22 Finance Charges: Authority will not pay any finance charges imposed on any invoices submitted by the engineer relative to this RFP.

2.23 Precedence of Terms and Conditions: Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.

3. SCOPE OF SERVICES

3.1 The engineer will be responsible for performing all professional engineering services relative to water and wastewater projects, on a per project basis.

3.2 Offerors should address their ability to provide all services required for this contract to include, at a minimum, the following:

A. **Study and Preliminary Design Phase**

1. Consult with Authority to define specific requirements of the assignment and review available data in possession of the Authority.

2. In consultation with the Authority, and based on all information obtained, determine the scope of the project.

3. Perform all necessary research, field survey work and geotechnical services.

4. Prepare preliminary design documents consisting of construction plans and specifications. The engineer shall prepare all contract documents on forms as approved by the Authority.

5. Based on the information contained in the preliminary design documents, submit an opinion of probable project cost including, but not limited to, construction costs and contingencies.

6. Present and review preliminary design documents and opinion of probable project cost to the Authority.

7. Furnish all such documents, plans and design data as may be required, and assist in the preparation of the required documents so the Authority may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project; and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including attendance at administrative hearings and meetings as are necessary to obtain such approval.

B. **Final Design Phase**

1. Upon completion and acceptance by the Authority of the Preliminary Design Phase, prepare and furnish Invitation for Bid documents (drawings, specifications, easement plats, etc.) in conjunction with the business manager, and assist in the preparation of other related documents as necessary.

2. Furnish all such documents, plans, and design data as may be required for, and assist in the preparation of the required documents so that the Authority may obtain approval of all such governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project. Assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings involving the project, and attend as many hearings and meetings as are necessary.

3. Furnish Authority with a revised opinion of probable project cost based on the final plans and specifications and other related documents.

4. Prepare any necessary documents for alternate bids requested by the Authority.

5. Present and review final plans, specifications, and all other related documents to the Authority.

C. **Bidding Phase**

1. Assist Authority in obtaining bids for each prime contract for construction.

2. Consult with and advise Authority as to the acceptability of prime contractor.

3. Consult with and advise Authority as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor.

4. Consult with and advise Authority as to the acceptability of substitute materials and equipment proposed by bidder.

5. Assist the Authority in evaluating bids, negotiating with bidders when applicable, and in assembling and awarding contracts.

6. Prepare all documents necessary for the Authority and contractor(s) to enter a contract for the construction of the project.

D. **Construction Phase**

1. Furnish Authority with three sets of full size plans, one half scale set of plans and three sets of specifications at no charge and furnish Authority's contractor with an additional six sets of plans. Additional sets to be furnished at reproduction cost.

2. Consult with and advise Authority and act as its representative as normally expected of professional engineers; Authority's instructions to contractor will be issued by engineer through the inspector. Engineer will have the authority to act on behalf of the Authority to the extent authorized by the Authority.

3. Make periodic visits to the site, as necessary, but at least once every two weeks, to observe the progress and quality of the executed work and provide assurance to the Authority in writing that the completed project will conform to the contract. Written observations should detail the progress of work, guard the Authority against defects and deficiencies in the work of the contractor whenever possible, notify the Authority of any observed defects or deficiencies in the work of the contractor, and disapprove or reject work as failing to conform to the contract, if necessary.

4. Review and approve shop drawings, the results of tests and inspections and other data the contractor is required to submit; determine acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, and certificates of inspection, assembled by contractor in accordance with the contract documents.

5. Issue instructions to the contractor and prepare all change orders as required by the Authority; engineer may, as Authority's representative, require special inspection or testing of the work, act as interpreter of the requirements of the contract documents and judge the performance of the contractor.

6. Based on engineer's on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment, advise Authority as to the amount owed to contractor in relation to the progress and suitability of the work performed.

7. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been finally completed in accordance with the contract documents; submit a written determination to the Authority and other governmental agencies, as necessary, that final payment should be made to contractor.

8. Prepare and furnish a set of "record" prints of drawings and PDF electronic file showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor and/or inspector at no additional cost to the Authority.

9. Furnish four (4) hard copy sets and one digital copy of operation and maintenance manuals for pump station and treatment plant work.

4. INDIVIDUAL PROJECT ASSIGNMENTS

4.1 Selection of Engineer

Individual work assignments will be negotiated for each specific project on an as needed basis. It shall be the sole decision of the Authority regarding which engineer the assignment is awarded to if contracts are awarded to multiple firms. The Authority reserves the right to perform work in-house or to award large projects through a separate procurement action.

4.2 Compensation and Method of Payment

As full payment and compensation for the performance and completion of work acceptable to the Authority for each project, the Authority will pay the engineer in accordance with the sum determined for the individual project assignment. All work shall be performed for each project and shall be done on a lump-sum, not-to-exceed basis or the fee shall be negotiated prior to assignment by incorporating a maximum hourly fee charge. Total fee shall include all expenses for performing the necessary work, including professional fees and reimbursable expenses. Reimbursable expenses, which shall be the actual expenses incurred in connection with the work performed for transportation, and sustenance incidental thereto, reproduction of reports, drawings and specifications and computer time shall be estimated at the time of negotiation with actual expenses added to invoices. When assignments are negotiated on a lump-sum or not-to-exceed basis, the cost of attending the number of meetings as required by the Authority, shall be included in the fee.

4.3 Performance Schedule

The engineer shall perform work in accordance with a performance schedule negotiated at the time of project assignment. The engineer shall assign the work to qualified personnel in sufficient numbers to complete the work according to the performance schedule. The engineer shall designate one employee to oversee each project. The designated employee shall work continuously on the project until final reports are accepted by the Authority.

4.4 Changes in Performance Schedule

The Authority may make changes to the work previously negotiated for an individual assignment. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The engineer shall not be entitled to adjustments for changes in work that in the opinion of the Authority do not result in an increase in the engineer's cost of performing the work. Any changes in the scope of work for project assignments and performance of any additional services shall proceed only with express written authorization of the Authority.

5. CONTRACT TERM

5.1 The initial term of the resulting contract shall be for a period of three years effective at the time of award.

5.2 At the time of contract expiration, the engineer shall complete, at the discretion of the Authority, any assignment undertaken, but not yet completed. The engineer will be compensated for all such work undertaken and completed to the satisfaction of the Authority.

6. RENEWAL OF CONTRACT

6.1 The resulting contract may be renewed by the Authority for two successive one-year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the Authority to renew this contract for an additional term, written notification will be given to the Engineer.

A. If the Authority elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be http://www.bls.gov/cpi.

B. If during any subsequent renewal periods, the Authority elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be http://www.bls.gov/cpi.

7. PROFESSIONAL STANDARD

7.1 Offerors should demonstrate their ability to:

A. Perform all tasks in accordance with generally accepted professional standards.

B. Provide to the Authority the best possible advice and consultation within engineer's authority and capacity as a professional engineer.

C. Comply with all applicable regulations, laws, ordinances and requirements of all applicable governmental agencies and authorities.

D. Assign work to be performed to qualified personnel in sufficient numbers to meet negotiated performance schedules.

8. AUTHORITY RESPONSIBILITIES

8.1 The Authority shall:

A. Provide all information in possession of the Authority which relates to the Authority's requirements for individual projects.

B. Assist in obtaining permission to enter upon public and private property as required for the engineer to perform his services. The Authority will acquire the necessary easements and property.

C. Examine all studies, test results, reports, sketches, drawings and proposals and any other documents presented by the engineer.

D. Pay all necessary advertising costs necessary to obtain bids.

E. Designate a person to act as the Authority's representative with respect to the work to be performed for each assignment.

9. PROPOSAL INCLUSIONS

9.1 Offerors should include the following information as part of their proposals:

A. A list of approximately five clients for whom projects related to water and wastewater plant operations and upgrades have been performed, who could attest to the quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Include contact persons, addresses, telephone numbers and email addresses.

B. Resumes of all key individuals of the firm and of any sub consultants who would be involved in providing services under this contract. Resumes should adequately describe educational background, specific area of expertise, physical location, role/responsibility for this contract and related experience.

C. The percentage of the firm's professional services revenue for each of the last 3 calendar years from 1) municipal work; 2) state work; 3) federal and other governmental agencies work; and 4) of the work performed for the three groups identified, what percentage of the work was for water and wastewater work. If most of the work to be performed under this contract will be conducted from a branch office, provide the same information for the branch office.

10. QUALITY COMMITMENT

10.1 The Authority has adopted best management practices to ensure the highest quality of products and services are provided to its customers. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.

10.2 To satisfy these requirements, the offeror must demonstrate their firm's commitment to best management practices and providing services with the highest possible level of quality throughout all phases of work. Proposals must demonstrate, at a minimum, (1) a complete understanding of the processes utilized within the organization to ensure quality and (2) graphical demonstrations that outline quality and process management within the organization and how they relate with sub consultants and with the Authority. These criteria shall not be satisfactorily met by indicating that the offeror has a quality control process or manual that meets the goals that have been established by the Authority. The response to quality must be deliberate and contain sufficient evidence that the firm has adopted quality and best management practices as an integral part of the organization. As a part of the response to this request, offerors shall demonstrate the following:

A. Show the organization's design process.

B. Show cycle time for processes.

C. Show historical data on budget and change orders.

D. Demonstrate processes in place to recognize, track and analyze project change orders due to errors and omissions (including those caused by any sub consultants) and discuss how these processes are utilized to minimize future occurrences.

11. EVALUATION CRITERIA

11.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria will be assigned varying weights at the Authority's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

A. Demonstration of the firm's ability to perform engineering services relative to those required for water and wastewater plant operations.

B. Depth of experience and education of all personnel, including sub-consultants, who will be assigned to work on Authority projects.

C. Managerial capabilities including typical approach to individual projects; approach to problem/task resolution; and methodology/data gathering techniques and procedures.

D. Demonstrated ability of the offeror to complete professional services projects on schedule and within budgeted cost.

E. Experience of the offeror of successful administration of annual requirements contracts with other localities.

F. Demonstrated knowledge of local conditions with ability to respond to Authority project sites within twenty-four hours.

G. Demonstration of quality commitment as outlined in Section 11.

12. AWARD PROCEDURE

12.1 The Authority shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the required services, as well as alternative concepts. At the discussion stage, the Authority may discuss non-binding estimates of hourly rates. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, based on evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Authority shall select two or more offerors whose professional qualifications are deemed equally meritorious. Negotiations shall then be conducted with the offerors. If contracts satisfactory and advantageous to the Authority can be negotiated at rates considered fair and reasonable, award shall be made to those offerors. Otherwise, negotiations with any or all those offerors ranked first shall be formally terminated and negotiations conducted with the next ranking offerors, and so on until such a contract can be negotiated at a fair and reasonable rate. Should the Authority determine in writing and in its sole discretion that only one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

13. REFERENCES

13.1 References may or may not be reviewed or contacted at the discretion of the Authority. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The Authority reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

14. INQUIRIES

14.1 All questions which may arise because of this solicitation may be addressed to Robert B. Wilson, Executive Director, at (804) 590-1145 ext.101, or by email to rwilson@arwava.org. Inquiries must be received at least 5 business days prior to the due date to be considered. Contact initiated by a bidder/offeror concerning this solicitation with any other Authority representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #26-1002.**

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Appomattox River Water Authority and South Central Wastewater Authority, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Appomattox River Water Authority and South Central Wastewater Authority, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Appomattox River Water Authority and South Central Wastewater Authority. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no Authority employee, Authority employee's partner, or any member of the Authority employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner, or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Appomattox River Water Authority as it shall be a part of your response.

Complete Legal Name of Firm:_____

Address:_____

_____

Federal Tax ID Number:_____

Signature of Authorized Representative:_____

Typed Name and Title:_____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title:_____

Phone : (____) _____ Fax : (____)_____ Email: _____