



FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218
www.fairfaxwater.org

REQUEST FOR PROPOSAL

Number: 22-011

Title: Medicare Supplemental Insurance Plan N and Medicare Prescription Drug Plan (Part D) with Outsourced Administration for Medicare Eligible Retirees and Spouses

Date Issued: February 18, 2022

Deadline for Questions: 5:00 P.M. ET, Thursday, February 24, 2022

Addendum 1 Issuance: Tuesday, March 1, 2022

Deadline for Submitting Proposals: 2:00 P.M. ET, Wednesday, March 16, 2022

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

Procurement Contact: Elizabeth B. Dooley, CPPO, CPPB
Procurement Program Lead Buyer
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Contents

I.	INTRODUCTION & BACKGROUND.....	4
	1.1 INTRODUCTION TO FAIRFAX WATER	4
	1.2 BACKGROUND	4
	1.3 USE OF CONTRACT CONSULTANT	5
	1.4 DEFINITIONS.....	5
II.	PROJECT SCOPE OF SERVICES	6
	2.1 MANDATORY & DESIRED QUALIFICATIONS OF OFFEROR.....	6
	2.2 SCOPE OF SERVICES.....	7
III.	INSTRUCTIONS TO OFFERORS	8
	3.1 ADDITIONAL INFORMATION	8
	3.2 TRADE SECRETS OR PROPRIETARY INFORMATION	8
	3.3 DEBARMENT STATUS	8
	3.4 CONFLICT OF INTEREST STATEMENT	9
	3.5 QUALIFICATION OF OFFERORS.....	9
	3.6 OFFEROR INVESTIGATIONS	9
	3.7 COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES	9
	3.8 AUTHORITY TO TRANSACT BUSINESS	9
	3.9 INSURANCE REQUIREMENTS.....	10
	3.10 INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION	10
	3.11 PROPOSAL WITHDRAWAL	10
	3.12 CONTRACT AWARD IS IN THE BEST INTEREST.....	10
	3.13 NOTICE OF DECISION TO AWARD	11
IV.	PROPOSAL REQUIREMENTS.....	12
	4.1 GENERAL.....	12
	4.2 EXPENSES INCURRED IN PREPARING PROPOSAL	12
	4.3 PROPOSAL FORM SUBMISSION.....	12
	4.4 INCOMPLETE DOCUMENTS	13
	4.5 PROPOSAL STANDARDS.....	13
	4.6 PROPOSAL SUBMITTAL ELEMENTS	14
	4.6.1 PROPOSAL FORM	14
	4.6.2 EXECUTIVE SUMMARY:	14
	4.6.3 TECHNICAL PROPOSAL:	14
	4.6.4 PRIOR EXPERIENCE:.....	15
	4.6.5 PROJECT ORGANIZATION AND STAFFING:.....	15
	4.6.6 PRICING	15
	4.6.7 REFERENCES.....	15
	4.6.8 FINANCIAL STABILITY	15
	4.6.9 SAMPLE CONTRACT.....	15
V.	EVALUATION PROCESS.....	16

	Evaluation Committee, Criteria and Process	16
VI.	RFP ATTACHMENTS.....	17
	Attachment A – Proposal Form.....	17
	Attachment B – References	
	Attachment C – Sample Contract	
	Attachment D – Vendor Questionnaire	
	Attachment E – Census – Available With Signed NDA	
	Attachment F – 2022 Plan N Summary of Benefits	
	Attachment G – 2022 PDP Plan Booklet	
	Attachment H – Financial Rate Cost Template	

I. INTRODUCTION & BACKGROUND

1.1 INTRODUCTION TO FAIRFAX WATER

Chartered in 1957 by the Virginia State Corporation Commission as a public, non-profit water utility, Fairfax Water (FW) is governed by a 10-member Board of Directors composed of Fairfax County citizens appointed by the elected Fairfax County Board of Supervisors. A general manager, supported by a staff of 475 water professionals, manages the day-to-day operations of FW.

FW's mission is to provide its customers with reliable and abundant water of exceptional quality at a reasonable price. FW aspires to remain a respected industry leader, upholding its customers' trust by providing water of exceptional quality and reliability, at a reasonable price, while supporting the high quality of life and economic vitality of the region.

FW is Virginia's largest water utility and one of the 25 largest water utilities in the country serving nearly two million people in Northern Virginia. FW provides retail water service to Fairfax County and the Cities of Falls Church and Fairfax, and wholesale service to the Counties of Loudoun and Prince William, the City of Alexandria, the Towns of Herndon and Vienna, Fort Belvoir and Dulles International Airport.

FW has one of the lowest commodity rates in the Washington metropolitan region and is one of only a handful of water utilities in the country to receive an AAA rating from the top three financial rating services.

FW owns and operates two of the largest water treatment facilities in Virginia with an average daily water production of 163 million gallons in 2019 and combined maximum production capacity of 345 million gallons per day. The James J. Corbalis Jr. treatment plant is at the northern tip of Fairfax County and the Frederick P. Griffith Jr. treatment plant is on the southern border of Fairfax County. FW draws raw water from two primary sources: the Potomac River and the Occoquan Reservoir, which is fed by the Occoquan River. FW also purchases water from the Washington Aqueduct, owned and operated by the U.S. Army Corps of Engineers. Treated water from FW's treatment plants and the Washington Aqueduct is fed to an interconnected transmission and distribution system that includes 4,034 miles of water mains, 29,539 fire hydrants, and 101,254 valves. FW's infrastructure also includes 30 water tanks and 22 pumping stations.

1.2 BACKGROUND

The objective of this Request for Proposal (RFP) is to establish a five-year, annually renewable contract for fully-insured Medicare supplemental insurance coverage (Plan N) to supplement traditional Medicare Part A and B coverage and a fully-insured Medicare Part D Prescription Drug Plan (PDP), with outsourced administration, for Medicare eligible retirees and their Medicare eligible spouses.

Prior to January 2013, Medicare eligible retirees and their spouses were covered under the Fairfax Water Health Plan (FW), a self-insured plan, and Fairfax Water submitted for the Retiree Drug Subsidy. The current carrier as of January 1, 2013 is United HealthCare for both the Medicare supplemental Plan N and Medicare Part D PDP plans. The reason for this RFP is the expiration of the maximum 5-year renewable contract on December 31, 2022.

Fairfax Water contributes to both the retiree and spouse Medicare supplement and Part D PDP premiums. The contribution by Fairfax Water is 3% of each premium, multiplied by years of service, up to a maximum of 25 years or 75% of each premium. The retiree/spouse portion of the premiums is deducted from the retiree's monthly pension payment. Only those retirees and spouses who were enrolled in a Fairfax Water sponsored health plan immediately prior to age 65 are eligible to enroll in the Medicare supplement and PDP plans upon reaching age 65. The retiree/spouse is required to enroll in both the Medicare supplement Plan N and PDP plans and has the right to opt-out of all coverage; however if opting out, the retiree/spouse is not eligible to enroll at a later date. The current enrollment of retirees and spouses as of January 1, 2022 is 280.

1.3 USE OF CONTRACT CONSULTANT

To facilitate in the creation of the specification portion of this procurement and analysis of proposals, FW has engaged the services of Segal ("the Consultant"). In that regard, you may be contacted directly by the Consultant. If your firm is contacted by the Consultant on behalf of FW, you are hereby instructed to accommodate the Consultant as though you were contacted by the FW contact person shown on the cover sheet. All communications between a prospective Offeror and the Consultant acting on behalf of FW shall receive the same level of confidentiality and protection as if the communication were sent to or from FW.

1.4 DEFINITIONS

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

- A. **Acceptance** – FW's acceptance of the project from the contractor upon confirmation from the Project Manager and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.
- B. **Award** – means the decision by FW to execute a contract after all necessary approvals have been obtained.
- C. **Committee** – means the Evaluation Committee.
- D. **Contract** – means the formal written acceptance of an offer by FW.
- E. **Contractor** – The person, firm or corporation with whom FW has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.

- F. **Cost Proposal** – The portion of the Offeror’s proposal containing cost information. The words “cost” and “price” are interchangeable.
- G. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- H. **Desirable** – The term "desirable" or “it is desirable" is used to identify features that are desired but are not mandatory.
- I. **Evaluation Committee** – The Evaluation Committee is the group of individuals appointed to review, evaluate, and rank each proposal and make a recommendation for award.
- J. **Must** – The term "must" or "shall" is used throughout this document to indicate mandatory requirements. It means that the Offeror will provide the goods and/or services specified in the RFP.
- K. **Notice** – The term “Notice” or the requirement to notify means all Notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any Notice by either party to the contract shall be sufficiently given if delivered to the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, by certified or registered mail, FedEx, or UPS, to the individual or firm, or to an officer of the Contractor for whom it is intended.
- L. **Offeror** – means any person submitting a response to an RFP.
- M. **Professional Services** – Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.
- N. **Project Officer** – means the FW employee assigned to this Project for purposes of oversight of the project. The Project Officer is responsible for all aspects of the contract (excluding contract modifications) after contract award, including but not limited to approving design changes, and authorizing payment for completed work, etc.
- O. **Proposal** – means the response by an Offeror to a Request for Proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to an Offeror's price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- P. **RFP** – means Request for Proposals which means any document, whether attached or incorporated by reference, used for soliciting proposals from Offerors under any method allowed under current Virginia Procurement regulations.
- Q. **Shall** – Has the same meaning as the word must.
- R. **Technical Proposal** – An unpriced proposal that sets forth in detail that which a vendor proposes to furnish in response to a solicitation.

II. PROJECT SCOPE OF SERVICES

2.1 MANDATORY & DESIRED QUALIFICATIONS OF OFFEROR

Mandatory Qualifications:

1. Contractor must be licensed to offer Medicare Supplement Plan and Medicare Part D PDP coverage in the State of Virginia and all other states where retirees reside.
2. Contractor must have at least an “A-” financial rating from AM Best.
3. Contractor must be able to match the current benefits provided under the Medicare Supplement Plan N and the Medicare Part D PDP coverage (Attachments F & G).

Desirable Qualifications:

1. Contractor is able to offer both Medicare Supplement Plan N and Medicare Part D PDP coverage.

2.2 SCOPE OF SERVICES

Medicare Supplemental Insurance:

1. Provide fully insured Medicare Supplemental Insurance Plan N in all states. Plan shall be insurer-filed and have state and federal approval.
2. Provide full administration services to include but not be limited to billing, enrollment, communications, customer service, and claim resolution.
3. Guaranteed issue coverage and guaranteed renewable for each participant.
4. Provide a minimum 10% discount for couples residing at the same address if both enrolled and upon enrollment (attainment of age 65) of a spouse or retiree when one is already enrolled.
5. Allow for ongoing mid-year enrollments of pre-Medicare retirees/spouses upon attainment of age 65 during any plan year (age-ins).

Medicare Part D Prescription Drug Plan:

1. Provide a Medicare Part D EGWP (employer group waiver plan) basic plan with the option of adding a “bonus” drug list for certain drugs that may not be covered under the basic formulary.
2. Provide for ongoing electronic auto-enrollment by Fairfax Water.
3. Duplicate current benefits/co-pay structure.

III. INSTRUCTIONS TO OFFERORS

3.1 ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted in writing to Elizabeth B. Dooley, CPPO, CPPB, Procurement Program Lead Buyer, in the Procurement Department via email to edooley@fairfaxwater.org. For a question to be considered, the subject line of the email should state the following: **RFP 22-011** Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, offerors and prospective offerors are prohibited from contacting any FW staff other than those assigned to the Procurement Department.

RFP 22-011 – TENTATIVE SCHEDULE

RFP ISSUANCE	2/18/2022
QUESTION DEADLINE	2/24/2022 @ 5PM EST.
ADDENDUM 1 ISSUANCE	3/01/2022
PROPOSALS DUE	3/16/2022 @ 2PM EST.
ORAL PRESENTATIONS	Week of 4/18/2022 (shortlisted firms)
NEGOTIATIONS	TBD
AWARD	TBD
CONTRACT COMMENCEMENT	TBD

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal addendum only. If this solicitation includes a separate FW contact for technical information, offerors are cautioned that any written, electronic, or oral representations made by any FW representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the Procurement Department.

3.2 TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by an offeror in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the offeror must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Proposal Form, the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions to the VFOIA. It is the offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

3.3 DEBARMENT STATUS

The offeror shall indicate, in the space provided on the Proposal Form, whether or not it, or any of its principals, is/are currently debarred from submitting proposals to FW or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to FW or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

3.4 CONFLICT OF INTEREST STATEMENT

The offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the offeror and notarized.

3.5 QUALIFICATION OF OFFERORS

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Manager that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each offeror may also be required to provide past history and references which will enable the Procurement Manager to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by FW of a proposal and its respective offeror.

3.6 OFFEROR INVESTIGATIONS

Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by FW that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

3.7 COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is let under the Virginia Public Procurement Act (VPPA) procedure, "Competitive Negotiation for Goods and Services". Under this procedure, the content of the proposals, and the identity of the offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

3.8 AUTHORITY TO TRANSACT BUSINESS

Any offeror organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any offeror that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the offeror is not required to be so authorized. FW may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in Virginia. Failure of a prospective

and/or successful offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

3.9 INSURANCE REQUIREMENTS

Each offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the offeror is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to FW may be proposed by the offeror and considered by FW. Written requests for consideration of alternate coverage must be received by the FW Procurement Manager at least ten (10) calendar days prior to the date set for receipt of proposals. If FW denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If FW permits alternate coverage, an addendum to the Insurance Checklist will be issued prior to the time and date set for receipt of proposals.

3.10 INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one (1) proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

3.11 PROPOSAL WITHDRAWAL

No proposal may be withdrawn after it is filed unless the offeror makes a request in writing to the FW Procurement Manager prior to the time and date set for the receipt of proposals or unless FW fails to award or issue a notice of intent to award a contract within one hundred and twenty (120) days after the date and time set for receipt of proposals.

3.12 CONTRACT AWARD IS IN THE BEST INTEREST

FW reserves the right to accept or reject proposals, to waive any informalities or irregularities therein and to contract as the best interests of FW may require in order to obtain the goods and/or services that best meet the needs of FW, as described in this RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to FW. FW reserves the right to negotiate the modification of terms and conditions with the offeror offering the best value to FW in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

3.13 NOTICE OF DECISION TO AWARD

FW will post a written Notice of Decision to Award on our public website, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).

IV. PROPOSAL REQUIREMENTS

4.1 GENERAL

Proposals must be submitted in hard copy, and must be fully executed. FAILURE TO SUBMIT A PROPOSAL WITH A FULLY-COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person authorized to legally bind the offeror.

Offerors must include an original longhand signature in at least one of the proposals submitted, and shall clearly mark on the face of that proposal the word "ORIGINAL". The additional copies required herein may include photocopies of the original Proposal Form.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, FW reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will NOT be accepted.

Proposals and all documents related to this solicitation submitted to FW by an offeror or a prospective offeror shall, upon receipt by FW, become the property of FW.

The offeror's proposal shall address the required information identified under the Proposal Submittal Elements section below, in the order listed, and shall not exceed the stated page limitations, if any. The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

4.2 EXPENSES INCURRED IN PREPARING PROPOSAL

FW accepts no responsibility for any expense incurred by any offeror in the preparation and presentation of a proposal. All expenses related to an offer are the sole responsibility of the offeror.

4.3 PROPOSAL FORM SUBMISSION

The required Proposal Form is provided with this solicitation. One (1) proposal with a Proposal Form containing an original longhand signature, and nine (9) additional copies, each including a photocopy of the original signed Proposal Form (ten (10) copies total), and an electronic copy of the proposal on a SharePoint site which can be accessed by FW, shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

Fairfax Water
Attn: Elizabeth B. Dooley, CPPO, CPPB
Procurement Department

8570 Executive Park Avenue
Fairfax, Virginia 22031

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by FW.

4.4 INCOMPLETE DOCUMENTS

Each offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its proposal, and has an affirmative obligation to notify FW Procurement Manager immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential offeror downloaded an electronic version of the solicitation documents, that potential offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified FW Procurement Manager, the offeror hereby agrees to perform any work described in such missing or incomplete documents at the offeror's sole expense and at no additional cost to FW.

4.5 PROPOSAL STANDARDS

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

- All copies should be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided;
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and

- Numbered tabs and dividers are required for each of the sections listed and in the order below:
 - PROPOSAL FORM
 - EXECUTIVE SUMMARY
 - TECHNICAL PROPOSAL
 - PRIOR EXPERIENCE
 - PROJECT ORGANIZATION AND STAFFING
 - PRICING
 - REFERENCES
 - FINANCIAL STABILITY
 - SAMPLE CONTRACT

4.6 PROPOSAL SUBMITTAL ELEMENTS

4.6.1 PROPOSAL FORM

Attachment A – Proposal Form must be fully completed and submitted in Tab I or the proposal could be deemed non-responsive. This attachment also includes the Trade Secrets or Proprietary Information & Insurance Checklist.

4.6.2 EXECUTIVE SUMMARY:

The Offeror's proposal shall contain an executive summary of company history, sales history and past performance. Offeror shall also summarize why their firm is the most qualified for this scope of work, understanding of the services to be provided, anticipated challenges, innovative approaches, and opportunities for cost savings to FW.

4.6.3 TECHNICAL PROPOSAL:

Each proposal shall include at a minimum, the following:

1. Complete and provide the Vendor Questionnaire as instructed in Attachment D.
2. Provide a description of services to be included Medicare Supplement Plan.
3. Provide a description of services to be included with Medicare Part D Prescription Drug Plan.
4. Provide a detailed Implementation Schedule based on a July 6, 2022 Kick-Off Meeting with FW.
5. List of optional Bonus Drugs available at an additional cost. Cost to be provided in Attachment H.
6. Offeror shall provide a description of Proposed Performance Guarantees and Fees at Risk.
7. Offeror shall provide Sample Employee Communication Material copies of the communications listed below in addition to those which are standardly included in their implementation process.
 - a) Detailed plan design summary for Medical.

- b) Detailed plan design summary for Rx.
- c) Online support functions for the member and the employee ID cards.
- 8. Additional information not previously requested which the Offeror deems necessary.

4.6.4 PRIOR EXPERIENCE:

Complete the Vendor Questionnaire as instructed in Attachment D.

4.6.5 PROJECT ORGANIZATION AND STAFFING:

Complete the Vendor Questionnaire as instructed in Attachment D.

4.6.6 PRICING

The proposed costs of all services and fees shall be included in this volume. This will include the inclusion of the Financial Rate Cost Template – Attachment H.

4.6.7 REFERENCES

Using Attachment B, provide at least five references for which you have provided the same or similar services within the last three years. At least three references must be for clients that you have provided at least one complete year of services. FW reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.

4.6.8 FINANCIAL STABILITY

The offeror shall complete Attachment D – Vendor Questionnaire, Financial Profile for FW to determine the financial stability of the Offeror.

4.6.9 SAMPLE CONTRACT

1. In the Technical Volume (I) provide a copy of any and all contractual documents your firm requires to be executed. All such documents are subject to the laws of Virginia. It is a requirement of this solicitation that in order to be awarded a contract, the selected Offeror must execute all required contract documents as may be modified by Fairfax Water to conform to Virginia law and Fairfax Water policy.
2. Any exceptions to the terms and conditions contained herein must be submitted in the Technical Volume of the firm's proposal. Failure to do so may result in rejection of your proposal.
3. If your firm has contract documents that must be executed, a copy must be included in your proposal.
4. By submitting an offer in response to this solicitation, the Offeror acknowledges that the laws of the Commonwealth of Virginia control all contractual documents.
5. By submitting an offer in response to this solicitation, Offeror agrees to promptly and faithfully negotiate any exceptions to either party's terms or conditions before the proposed ward is submitted to the Fairfax Water's Board of Directors for approval. Failure to do so will result in rejection of your proposal.

V. EVALUATION PROCESS

Evaluation Committee, Criteria and Process

Evaluation Committee: FW will establish an Evaluation Committee (the “Committee”) to review, evaluate, and rank each proposal. The Committee will be composed of the Purchasing Contact identified on the cover page and other individuals designated by FW. The Committee may request additional technical assistance from other sources.

Evaluation Criteria: Each proposal will be reviewed for compliance with the requirements of this RFP. The Offeror assumes responsibility for addressing all necessary technical and operational issues in order to meet the objectives of the RFP. Each proposal will be evaluated and ranked according to the criteria set forth below:

- PROPOSAL FORM
- EXECUTIVE SUMMARY
- TECHNICAL PROPOSAL
- PRIOR EXPERIENCE
- PROJECT ORGANIZATION AND STAFFING
- PRICING
- REFERENCES
- FINANCIAL STABILITY
- SAMPLE CONTRACT

Each proposal must contain evidence of the offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by FW may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information that will clearly demonstrate the offeror's expertise in the area of the services sought by this solicitation. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise, as well as provide alternative concepts.

The Evaluation Committee will review and evaluate all written proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, and/or provide product and/or service demonstrations. The evaluation of written proposals will be based on the evaluation criteria identified above. The Evaluation Committee will rely upon the information provided in the written proposals submitted in order to select finalists. Subsequent stages of the process to select Offerors for negotiations may include, but are not limited to, review of more detailed proposals, oral presentations, or demonstrations. If such subsequent stages are conducted, they will be evaluated based on the same evaluation criteria used to evaluate written proposals, as relevant to the areas being evaluated. FW may award a contract or initiate negotiations with one or more offerors without further contact with any other offerors.

VI. RFP ATTACHMENTS
FAIRFAX WATER
REQUEST FOR PROPOSALS NO. 22-011

Attachment A – Proposal Form

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ANY ADDENDUMS THERETO, IS THE ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS AVAILABLE FROM FW'S WEBSITE AT: http://www.fairfaxwater.org/procurement/current_bids.htm.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM FW, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

1. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN TEN (10) COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE THIS PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND NINE (9) ADDITIONAL COPIES, WHICH SHALL INCLUDE A PHOTOCOPY OF THE ORIGINAL SIGNED PROPOSAL FORM AND A ELECTRONIC COPY OF THE PROPOSAL ON SHAREPOINT SITE ACCESSABLE BY FW. THE ORIGINAL, SIGNED PROPOSAL FORM SHALL BE THE FIRST PAGE OF THE ORIGINAL PROPOSAL.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, §2.2-4342. Public inspection of certain records, F., of the Virginia Public Procurement Act states that the offeror 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.

Please mark one:

() No, the proposal I have submitted does not contain any trade secrets and/or proprietary information.

() Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE _____ OF _____

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

State the specific reason(s) why protection is necessary:

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of §2.2-4342. Public inspection of certain records, F., of the Code of Virginia. Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

PROPOSAL FORM, PAGE _____ OF _____

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

SUBMITTED BY: (LEGAL NAME OF ENTITY)			
ADDRESS:			
CITY/STATE/ZIP:			
TELEPHONE NO:		FACSIMILE NO.:	
THIS FIRM IS A: • INSERT NAME OF STATE _____ ____ CORPORATION, ____ GENERAL PARTNERSHIP, ____ LIMITED PARTNERSHIP, ____ UNINCORPORATED ASSOCIATION, ____ LIMITED LIABILITY COMPANY, ____ SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:			
ANY OFFEROR EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED			
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO FAIRFAX WATER AUTHORITY, OR ANY OTHER STATE OR POLITICAL SUBDIVISION IN THE COMMONWEALTH OF VIRGINIA?			
OFFEROR STATUS:	MINORITY OWNED:		WOMAN OWNED:
			NEITHER:

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

COVERAGES REQUIRED			LIMITS (FIGURES DENOTE MINIMUMS)
X	1	WORKERS' COMPENSATION	STATUTORY LIMITS OF VIRGINIA
X	2	EMPLOYER'S LIABILITY	\$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT
X	3	COMMERCIAL GENERAL LIABILITY (CGL)	\$1,000,000 CSL BI/PD EACH OCCURRENCE, \$2 MILLION ANNUAL AGGREGATE
X	4	PREMISES/OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE
X	5	AUTOMOBILE LIABILITY	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	6	OWNED/HIRED/NON-OWNED VEHICLES	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	7	INDEPENDENT CONTRACTORS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
	8	PRODUCTS LIABILITY	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	9	COMPLETED OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	10	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$500,000 CSL BI/PD EACH OCCURRENCE
	11	PERSONAL AND ADVERTISING INJURY LIABILITY	\$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE
	12	UMBRELLA LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY
	13	PER PROJECT AGGREGATE	\$1 MILLION PER OCCURRENCE/CLAIM
	14	PROFESSIONAL LIABILITY	
		A ARCHITECTS AND ENGINEERS	\$1 MILLION PER OCCURRENCE/CLAIM
		B ASBESTOS REMOVAL LIABILITY	\$2 MILLION PER OCCURRENCE/CLAIM
		C MEDICAL MALPRACTICE	\$1 MILLION PER OCCURRENCE/CLAIM
		D MEDICAL PROFESSIONAL LIABILITY	\$1 MILLION PER OCCURRENCE/CLAIM
	15	MISCELLANEOUS E&O	\$1 MILLION PER OCCURRENCE/CLAIM
	16	MOTOR CARRIER ACT END. (MCS-90)	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	17	MOTOR CARGO INSURANCE	
	18	GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19	GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20	INLAND MARINE-BAILLIE'S INSURANCE	\$
	21	MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	22	DISHONESTY BOND	\$
	23	BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
X	24	XCU COVERAGE	ENDORSEMENT TO CGL
	25	USL&H	FEDERAL STATUTORY LIMITS
X	26	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT	
X	27	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO FAIRFAX WATER AT LEAST 30 DAYS PRIOR TO ACTION	
X	28	THE FAIRFAX WATER SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY	
X	29	CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE	

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the offeror named below and have advised the offeror of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

OFFEROR'S STATEMENT:

If awarded the Contract, I will comply with contract insurance requirements.

OFFEROR NAME: _____ AUTH. SIGNATURE: _____

ATTACHMENT B

REFERENCES

OFFERORS' NAME: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

E-MAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

E-MAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

E-MAIL: _____

OFFERORS' NAME: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

E-MAIL: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

E-MAIL: _____