



FAIRFAX COUNTY WATER AUTHORITY

8570 Executive Park Avenue, Fairfax, Virginia 22031-2218

www.fairfaxwater.org

REQUEST FOR PROPOSAL

Number: 24-002

Title: Water Pitchers & Replacement Filters

Date Issued: Thursday, May 9, 2024

Pre-Proposal Conference: 10 am ET, May 15, 2024. Email: pmartinez@fairfaxwater.org for meeting link

Deadline for Questions: Friday, May 17, 2024

Addendum 1 Issuance: Friday, May 24, 2024

Deadline for Submitting Proposals: 2pm ET, Thursday, June 6, 2024

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

Procurement Contact: Paula Martinez
Senior Procurement Specialist
Telephone: 703-289-6263
E-Mail: pmartinez@fairfaxwater.org

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I. INTRODUCTION & BACKGROUND

1.1 INTRODUCTION TO FAIRFAX WATER

Chartered in 1957 by the Virginia State Corporation Commission as a public, not-for-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 482 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 over 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 a triple-A 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 166 million gallons in 2023 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 over 4,000 miles of water mains, 29,000 fire hydrants, and 118,000 valves. FW's infrastructure also includes 30 water tanks and 24 pumping stations.

1.2 BACKGROUND

FW is preparing to comply with the federal Lead and Copper Rule Revisions (LCRR) by the October 16, 2024, deadline. As part of complying with this regulation, FW will be required to provide pitcher filters and six months' worth of replacement cartridges to customers in instances where there is a major disturbance and the service line is lead, galvanized requiring replacement (GRR), or the service line material is unknown. A major disturbance to a lead, GRR, or unknown service line that will require the distribution of these pitcher filters includes replacement of the service line, inline water meter, water meter setter, or connector (gooseneck, pigtail, etc.).

While FW does not anticipate having many lead service lines, distribution of these pitcher filters will occur until all service lines are categorized as known and non-lead. FW continues to work toward identification of unknown service lines to limit instances where pitcher filters are required.

II. PROJECT SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

FW is seeking proposals solutions from offerors who manufacture and/or resell water pitchers and replacement filters and provide delivery service in bulk and/or single unit shipment to end users.

FW is seeking qualified offerors to provide water pitchers and replacements filters meeting the below criteria. Based on the proposal responses and offerors' ability to meet FW's needs, FW may award one or more contracts.

2.2 PRODUCTS

Water pitchers and replacement filters shall meet the following criteria:

- Water pitcher shall hold a minimum of 10 cups of water.
- Packaging shall include the water pitcher (including an initial filter) and six months' worth of replacement filter cartridges.
- Water pitcher and replacement filter cartridges shall at a minimum meet the requirements:
 - NSF/ANSI Standard 53 along with a claim of lead reduction.
 - NSF/ANSI Standard 42 for particulate reduction (Class I).

At a minimum FW request the above.

FW is open to explore additional water filtration solutions your company may offer (such as Point of Use). These additional products/systems would be considered only if FW is unable to secure the needed number of pitchers and filters.

If your company would like to add to the proposal another water filter solution, add no more than three (3) pages of information on this solution. And for pricing, please complete a different/separate tab in the Pricing Sheet. (Attachment D- Pricing Schedule. - Excel file).

2.3 DELIVERY

Bulk Dock Delivery:

Offeror shall be able to provide bulk delivery to the following locations within five business days of receipt of Purchase Order:

Chantilly Warehouse

Fairfax Water
4400 Henninger Court
Chantilly VA 20151

Willard Warehouse

Fairfax Water
14925 Willard Road
Chantilly VA 20151

Newington Warehouse

Fairfax Water
8001 Cinder Bed Road
Lorton VA 22079

Murray Warehouse

Fairfax Water
2926 Industry Lane
Fairfax VA 22031

Offeror shall include the MOQ (minimum Order Quantity) per shipment.

Individual Delivery:

Offeror shall be able to provide individual delivery when FW has planned scheduled disruptions. FW will provide offeror the delivery addresses for scheduled disruptions 10 business days in advance of when delivery is needed. A water pitcher and six months’ worth of replacement filters shall be delivered in good order to each address within 9 business days of FW’s Purchase Order. Proof of delivery shall be provided to FW at the completion of each delivery, and this proof of delivery should be traceable for the next 12 months after delivery.

Product Forecast:

Offeror shall have the capacity to provide bulk delivery of pitchers and filters, the forecasted demand will be 7.500 Pitchers with filters on the first year of contract. FW does not guarantee nor commit to the above-mentioned quantities.

This forecast is contingent upon the final ruling of the EPA by October 16th, 2024.

III. INSTRUCTIONS TO OFFERORS

3.1 ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted in writing to Paula Martinez, Senior Procurement Specialist, in the Procurement Department via email to pmartinez@fairfaxwater.org. For a question to be considered, the subject line of the email should state the following: **RFP 24-002 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 24-002 – TENTATIVE SCHEDULE

RFP ISSUANCE

5/08/24

PRE-PROPOSAL CONFERENCE

5/15/2024 @ 10:00 am ET.

QUESTION DEADLINE	5/17/24 @ pmartinez@fairfaxwater.org
ADDENDUM 1 ISSUANCE	5/24/24
PROPOSALS DUE	6/07/24 prior to 2PM ET.
ORAL PRESENTATIONS	Week of 6/24/24 (shortlisted firms)
NEGOTIATIONS	Start by 7/8/2024
AWARD	8/16/2024
CONTRACT COMMENCEMENT	9/1/24

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 (Attachment C) 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).

Cooperative Usage:

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contract(s) awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as

may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW.

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 five (5) additional copies, each including a photocopy of the original signed Proposal Form (six (6) copies total), and an electronic copy of the proposal on a SharePoint site, or a Company's web-portal. 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: Paula Martinez
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:
 - TAB 1- PROPOSAL FORM (Attachment A)
 - TAB 2- EXECUTIVE SUMMARY
 - TAB 3- PROPOSED PRODUCTS, APPROACH, STORAGE & DELIVERY
 - TAB 4- EXPERIENCE
 - TAB 5- PRICING (Attachment D- Excel file)
 - TAB 6- REFERENCES (Attachment B)
 - TAB 7- FINANCIAL STABILITY
 - TAB 8- EXCEPTIONS TO NON-MANDATORY CONTRACT TERMS & CONDITIONS

4.6 PROPOSAL SUBMITTAL ELEMENTS

4.6.1 TAB 1- Proposal Form

Proposal Form (Attachment A) must be fully completed and submitted in Tab 1 or the proposal could be deemed non-responsive. This attachment also includes the Trade Secrets or Proprietary Information & Insurance Checklist.

4.6.2 TAB 2- Executive Summary:

The Offeror's proposal shall contain an executive summary that summarizes why their firm is the most qualified for this scope of work, understanding of the services to be provided, anticipated challenges, and opportunities for efficiencies and cost savings.

4.6.3 TAB 3- Proposed Product(s), Approach, Storage & Home Delivery:

The Offeror's proposal shall provide the following information:

Product Details:

- 1.) Data Specification Sheets for the Water Pitcher & Replacement Filters. Data Specification Sheets shall detail:
 - a. Offeror shall provide information detailing the design and capacity of the water pitcher and the length of time for treatment of a full pitcher refill.
 - b. Offeror shall provide proof of water pitcher and replacement filters' required NSF / ANSI certifications.
 - c. Offeror shall provide details on the useful life of the replacement filter, and how the useful life is measured by the manufacturer (days, volume, etc.).
 - d. Offeror shall provide details on the shelf life of the water pitcher and replacement filter from time of manufacturing to expiration.
 - e. Offeror shall provide details on the maximum and minimum temperatures pitchers and filters can be stored at. FW will use this information to properly store the units.
 - f. Offeror shall detail the boxed/storage size of the water pitcher and six months'

worth of replacement filters.

- i. Are water pitchers and replacement filters in the same box or boxed separately.
- ii. Offeror, detail your pallet size and the number of water pitcher and replacement filter units on each pallet. Also, FW requests the height of a delivered pallet. FW will use this information to determine the impact to our Warehouse Storage space.

2.) Data Specification Sheets for other possible water filter system, such as Point-of-Use (this is optional and is not a requirement in order to be consider for contract award)

- a. Offeror shall provide information detailing the design and longevity of the proposed water system.
- b. Offeror shall provide proof of water systems required NSF / ANSI certifications.
- c. Offeror shall provide details on the useful life of the proposed water system.
- d. Offeror shall provide individual Home Delivery & Install of Point of use system (or any other filtered water solution proposed).

4.6.4 TAB 4- Experience

Offeror shall provide information describing its experience, capabilities, and other qualifications for this RFP. The Offeror shall demonstrate experience by providing a minimum of three contracts the Offeror has with similar clients where the scope of work is similar.

4.6.5 TAB 5- Pricing

Offeror shall submit pricing based on RFP 24-002 - Attachment D – Pricing Schedule

1. Bulk Delivery Price for Water Pitcher & Six Months of Replacement Filters.
2. individual Home Delivery Price for Water Pitcher & Six Month of Replacement Filters

The Pricing Schedule (Excel file) must be submitted in paper copy and followed up by an email electronic copy. In addition, offeror shall provide any assumptions that would help FW to understand the cost proposal. All information concerning pricing should only be included in Tab 5.

4.6.6 TAB 6- References

Offeror shall provide at least three (3) similar reference client based on the RFP SOW requirements submitted under Experience. Using the References- Form (Attachment B) provided in this RFP. FW reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.

4.6.7 TAB 7- Financial Stability

The offeror shall provide a letter from an independent auditor attesting to the financial stability of the offeror. NOTE: review of financial stability will not be performed during

the evaluation of written proposal and is therefore not part of the evaluation criteria for review of written proposals. Additional information may be requested by FW related to the Financial Stability of the Offeror.

4.6.8. TAB 8 - Exceptions to Non-Mandatory Contract Terms and Conditions

The offeror is to provide any exceptions to any non-mandatory provision of the contract documents and/or any industry standard documents it requests to have included in the resulting contract. The offeror shall be deemed to have waived all objections to, and accepted, all provisions of the contract documents to which no exception is included in its submitted proposal and in such event no exceptions or industry standard documents shall be considered during contract negotiations.

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 Procurement Contact identified on the cover page, as a non-voting chair, and other individuals designated by FW. The Committee may request additional technical assistance from other resources.

Evaluation Criteria: FW is soliciting proposals from Offerors having experience and qualifications in the area identified in this solicitation. Each proposal shall 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 goods and/or services provided/performed, and other information that will clearly demonstrate the Offeror's expertise in the area of the goods and/or 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.

An Evaluation Committee will review and evaluate all written proposals and identify offerors 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 Proposal Submittal Elements identified in Section 4.6. 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 firms for negotiations may include, but are not limited to, review of more detailed proposals, oral presentations, and/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 consider site visits for those firms selected to participate in contract negotiations. 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. 24-002

ATTACHMENT A – PROPOSAL FORM

Submitted by (Legal Name of Offeror):	
Offeror's Authorized Point of Contact (POC) Name:	
Offeror's Principal Office Address: _____ _____ _____	
POC TELEPHONE NO:	POC EMAIL:
Offeror is a: ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP Offeror's State of Organization: _____	

The undersigned offeror (the "Offeror") hereby submits its Proposal in response to RFP No. 24-002 and makes the agreements, acknowledgements, and certifications set forth on this Proposal Form with the understanding that Fairfax Water may rely upon them in making a decision to award a contract under this solicitation.

1. **Receipt of RFP; Questions.** The Offeror has received and reviewed the above-referenced RFP in its entirety (including all addenda thereto posted on Fairfax Water's website at http://www.fairfaxwater.org/procurement/current_bids.htm) and had an opportunity to submit to Fairfax Water any questions it may have regarding this solicitation. The Offeror acknowledges that: (a) it is responsible for determining the accuracy and completeness of all solicitation documents they receive, including documents obtained from Fairfax Water, and documents obtained from all other sources; and (b) the complete, official version of this RFP (including any and all addenda) will in all events be deemed to be the version posted on Fairfax Water's website.

2. **Proposal.** The Offeror's Proposal consists of the following, completed copies of which Offeror hereby submits to Fairfax Water in the form, format and number specified in the RFP:

- a. This Proposal Form (Attachment A);

- b. Offeror’s Proposal document;
- c. Offeror’s References (Attachment B); and
- d. Offeror’s Insurance Checklist (Attachment C).

The Offeror acknowledges that its Proposal will remain valid for a period of at least one hundred and twenty (120) days from the date set by this RFP for receipt of proposals.

3. **Certification of Non-No Collusion or Fraud.** The Offeror certifies that this proposal is not the result of, or affected by, any act of collusion or conspiracy to rig, alter, or manipulate any bid in violation of Va. Code § 59.1-68.7; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 *et seq.*).

4. **Certification Regarding Debarment.** The Offeror certifies that, to the best of its knowledge and belief, neither the Offeror nor any of its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by the federal government, the Commonwealth of Virginia or any agency or political subdivision thereof. As employed herein, the term “Principal” means any officer, director, owner, partner, and/or person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5. **Protection of Trade Secrets and Proprietary Information.** The Offeror is advised that trade secrets or proprietary information submitted to Fairfax Water in connection with this procurement transaction will be subject to public disclosure under the Virginia Freedom of Information Act, Va. Code § 2.2-3700 *et seq.*, unless the Offeror invokes the protection from public disclosure set forth in Va. Code § 2.2-4342(F) (Public inspection of certain records). In order to invoke such protection, the Offeror must, prior to or upon submission of its trade secrets or proprietary information to Fairfax Water: (i) 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.

If the Offeror responded ‘Yes’ to the preceding question, the Offeror must clearly identify below the exact data or other materials to be protected, list corresponding page numbers of the proposal containing such trade secrets and/or proprietary information, and state the reasons why protection from disclosure is necessary (attach additional pages, if needed):

Brief Description of Trade Secret/Proprietary Information:	Page and Section Number:	Reason(s) Protection from Disclosure is Necessary:

The Offeror acknowledges that its failure to identify any data or other information submitted to Fairfax Water as a trade secret or proprietary information and to state the reasons why protection is necessary in the spaces provided above, will mean that it has not invoked the protection from public disclosure provided by Virginia Code § 2.2-4342(F) (Public inspection of certain records) and that, as a result, the Offeror’s proposal (including any such data or other information included therein or submitted to Fairfax Water in connection with this solicitation) will be open for public inspection consistent with applicable law.

6. **Authority to Transact Business in Virginia.** Pursuant to Virginia Code §2.2-4311.2, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission (the “SCC”). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by Fairfax Water.

Please complete the following information, noting that the SCC number is NOT your federal ID number or business license number.

The Offeror is (check one and provide requested information):

_____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and the Offeror’s SCC Identification Number is _____.

_____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and the Offeror’s SCC Identification Number is _____.

_____ Offeror is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

_____ Offeror does not have an Identification Number issued to it by the SCC and Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Acknowledged and agreed by the undersigned duly authorized representative of the Offeror on the date set forth below.

LEGAL NAME OF OFFEROR: _____

AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FAIRFAX WATER
REQUEST FOR PROPOSALS NO. 24-002
ATTACHMENT B – REFERENCES

OFFEROR'S NAME: _____

1. Client Name: _____

Address: _____

Contact Person: _____

Telephone: (_____) - _____ - _____

E-Mail: _____

General Description of Services Performed: _____

Dates of Service: _____

Total Contract Value: _____

2. Client Name: _____

Address: _____

Contact Person: _____

Telephone: (_____) - _____ - _____

E-Mail: _____

General Description of Services Performed: _____

Dates of Service: _____

Total Contract Value: _____

3. Client Name: _____

Address: _____

Contact Person: _____

Telephone: (_____) - _____ - _____

E-Mail: _____

General Description of Services Performed: _____

Dates of Service: _____

Total Contract Value: _____

**FAIRFAX WATER
REQUEST FOR PROPOSALS NO. 24-002
ATTACHMENT C – INSURANCE CHECKLIST**

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
X	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 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: _____