



FAIRFAX COUNTY WATER AUTHORITY  
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218  
[www.fairfaxwater.org](http://www.fairfaxwater.org)

## REQUEST FOR PROPOSAL

**Number:** 24-007

**Title:** Life, Accidental Death and Dismemberment Insurance

**Date Issued:** Thursday, February 15, 2024

**Deadline for Questions:** 5:00 P.M. ET.  
Wednesday, February 21, 2022

**Deadline for Submitting Proposals:** 2:00 P.M. ET.  
Tuesday, March 12, 2024

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

**Procurement Contact:** Elizabeth B. Dooley, CPPO, CPPB  
Procurement Manager  
E-Mail: [edooley@fairfaxwater.org](mailto:edooley@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, 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 474 water professionals, manages the day-to-day operations of Fairfax Water.

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-only 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 165 million gallons and combined maximum 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 two (2) treatment plants and the Washington Aqueduct is fed to an interconnected transmission and distribution system that includes 4,043 miles of water mains, 29,637 fire hydrants, and 102,030 valves. The FW infrastructure also includes 31 water tanks and 30 pumping stations.

## 1.2 OBJECTIVE

The primary objective of this procurement is to establish a five-year contract (with either three (3) year initial term, with the option to renew for two additional years, or a full five years) for fully insured Group Life and AD&D insurance for active employees and their dependents, employees who retired on or after July 1, 2019, and grandfathered supplemental life for employees who retired prior to July 1, 2009. In addition, life insurance coverage is offered to the ten Fairfax Water Board members. Life Insurance coverage for active employees includes both 100% employer paid basic coverage as well as 100% employee paid supplemental coverage for employees and dependents, as described in greater detail below. Basic AD&D insurance is available for active employees only and is 100% employer paid.

Fairfax Water also wishes to explore options for long-term disability (LTD) coverage for their employees. These services may be awarded under a separate contract(s) to offerors other than awarded offeror of Group Life and AD&D insurance. The current LTD coverage is self-funded and administered by Fairfax Water and is 100% employer paid. Fairfax Water is exploring two options, (1) remain self-funded and retain a contractor to administer the program under an advice-to-pay arrangement, or (2) insure the benefit under a traditional fully insured arrangement. Employees become eligible for the current long-term disability benefit thirty-six (36) months from their date of hire. Fairfax Water does not offer short-term disability coverage.

Fairfax Water requires each prospective contractor to execute a non-disclosure agreement before receiving census information. The non-disclosure agreement may be found in **Attachment J – Non-Disclosure Agreement**. **Attachment K – Experience Information** will provide experience information for Basic Life and AD&D, Voluntary Supplemental Life, and LTD coverage needed by prospective contractors.

No Insurance Brokers will be considered.

## II. PROJECT SCOPE OF SERVICES

### 2.1 GENERAL

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Offerors to establish a three-year contract, with two renewal options at one year each, for Life, Accidental Death and Dismemberment Insurance (herein after Insurance). Insurance shall be performed for an initial fiscal years July 1, 2024, through June 30, 2027.

### 2.2 BACKGROUND

#### Life Insurance Coverage

##### Active and Disabled Employees

Basic life insurance coverage for eligible employees is provided at two (2) times base salary to a \$500,000 maximum and is 100% paid by Fairfax Water.

Age banded supplemental life and AD&D coverage of one (1) to five (5) times base salary up to a \$500,000 maximum may be purchased by each eligible active employee. Supplemental coverage is 100% employee paid. The employee may purchase supplemental coverage up to two (2) times base salary on a guaranteed issue basis with no medical underwriting. Employees may purchase additional supplemental coverage of up to three (3) times base salary (to the \$500,000 supplemental maximum) with evidence of insurability. New hires may purchase the same level of supplemental life and AD&D insurance during their first 30 days of employment.

Employees may also purchase dependent life insurance for their spouse and dependents at flat benefit amounts of \$10,000 per spouse and \$2,000 per dependent.

A census of active participants and their current basic and voluntary volumes is included as **Attachment G – Participant Census**. A description of the current basic Life and AD&D coverages as well as a description of the current Voluntary Life and AD&D coverages is included as **Attachment D – Life Insurance Benefit Description**.

#### Retirees

##### Closed 2009 Grandfathered Retiree Group

In 2009, Fairfax Water established a Guaranteed Life Insurance Account (GLIFA) to fund the \$25,000 life insurance benefit for retirees who retired before July 1, 2009. The 2009 grandfathered retiree group was provided the opportunity to continue to purchase supplemental and dependent coverage at the retiree's expense through Fairfax Water. The supplemental coverage is 100% paid by the retiree. The supplemental coverage has an age banded reduction formula. This procurement includes supplemental and dependent coverage only for this group of retirees. It does not include the \$25,000 purchased GLIFA benefit.

##### Retiree Group from July 1, 2009, through June 30, 2019

Members retiring on or after July 1, 2009, were added to the GLIFA policy to fund the \$25,000 life insurance benefit with the incumbent GLIFA carrier. All individuals who retired before July 1, 2019, will remain the responsibility of that carrier and will not be part of this procurement. Retirees during

this period may not purchase supplemental coverage through Fairfax Water and were provided the opportunity for a portability benefit at the current coverage level.

**Retiree Group from July 1, 2019, and after**

Employees retiring on or after July 1, 2019, will have an employer paid \$25,000 life insurance benefit that will be purchased through the selected carrier. Retirees may not purchase supplemental coverage through Fairfax Water and will be provided the opportunity for a portability benefit at the current coverage level.

These retirees currently have the option to port their active voluntary supplemental life coverage amount if they retire before the age of 65. This portability option is directly with the employee and not through Fairfax Water.

**Note on retiree groups:** This procurement focuses on basic life coverage for employees who retired on or after July 1, 2019, and on supplemental coverage for the Closed 2009 Grandfathered Retiree Group. Fairfax Water will purchase a \$25,000 employer paid life insurance benefit for employees who retired on or after July 1, 2019. Fairfax Water will purchase supplemental and dependent coverage for the Closed 2009 Grandfathered Retiree group. This coverage is age reduced and has a single rate per \$1,000 covered benefit.

Offerors must duplicate the current coverage and policy benefits as closely as possible. If this is not possible, Offerors must explain in detail how their proposed coverage deviates from the current coverage.

See ***Attachment G – Participant Census.***

**Board Members**

Fairfax Water is managed by a ten-member Board of Directors appointed for three-year terms by the Fairfax County Board of Supervisors. Board members are eligible for \$25,000 in basic life insurance. Board members do not have the ability to purchase supplemental coverage. Board members must be a separate class in the group life insurance plan. Board members are not eligible for AD&D insurance.

See ***Attachment G – Participant Census*** for Board members census information.

**AD&D Coverage**

AD&D coverage is available for active employees only in the amount of two times salary.

**Long-Term Disability Program**

Under the current benefit program, employees become eligible for coverage under the Fairfax Water self-funded and self-administered long-term disability plan after thirty-six (36) months of employment. The plan provides 66.67% of employee base salary and is offset by SSDI. The elimination period is 90 days.

Offerors should detail their proposed solutions for (1) remaining self-funded and retaining a contractor to administer the program under an advice-to-pay arrangement, and (2) insuring the benefit under a traditional fully insured arrangement. Fairfax Water will consider long-term

disability coverage with an eligibility period of twelve, twenty-four and 36 months of employment. Life Insurance offers should not be dependent on acceptance of any LTD proposals.

After review of Offeror proposals, Fairfax Water will determine whether to offer fully insured LTD coverage or to remain self-funded, with or without administration by the Offeror. The proposed effective date for these coverages will be July 1, 2024.

A copy of Fairfax Water's Sick Leave Policy and a description of our Disability Plan are included as **Attachment E – Sick Leave Policy** and **Attachment F – Disability Plan**.

## **2.3 SCOPE OF SERVICES**

The successful Offeror and/or Plan shall at a minimum:

### **2.3.1 Active Group Life and AD&D Coverage (Basic and Supplemental Coverage) including Board Members coverage:**

1. Duplicate current benefit provisions including:
2. Provide fully insured 100% employer paid basic life insurance rates per \$1,000 for active and disabled employees (to a \$500,000 maximum). Age reduction formula will apply.
3. Provide age banded rates for 100% employee paid, voluntary supplemental life insurance coverage of one (1) to five (5) times base salary (up to an additional \$500,000 maximum). Up to two (2) times base salary must be on a guaranteed issue basis (no medical underwriting). The employee may purchase an additional three (3) times base salary providing they complete a statement of health. Supplemental coverage will be offered by the insurance carrier to new hires during the first 30 days of employment. Age reduction formula will apply.
4. Provide fully insured AD&D coverage for active employees at two (2) times base salary.
5. Provide \$25,000 in 100% employer paid basic life insurance coverage for Fairfax Water's Board Members.
6. Provide detailed reporting as required by Fairfax Water.
7. Provide exceptional customer service to Fairfax Water employees, retirees, their beneficiaries and Human Resources staff.

### **2.3.2 Retiree Basic Group Life Coverage for Individuals Retiring on or After July 1, 2019**

1. Duplicate current benefit provisions.
2. Provide retirees the option to convert their full active supplemental life insurance coverage into an individual Whole Life
3. Provide detailed reporting as required by Fairfax Water.
4. Provide exceptional customer service to Fairfax Water employees, retirees, their beneficiaries and Human Resources staff.

### **2.3.3 Retiree Group – Pre-July 1, 2009, Grandfathered Retirees**

Provide Supplemental and Dependent insurance coverage at the current amount. The 2009 grandfathered retiree group was provided the opportunity to continue to purchase supplemental and dependent coverage at the retiree's expense through Fairfax Water. The supplemental coverage is 100% paid by the retiree. The supplemental coverage has an age banded reduction and is based on a rate per \$1,000. This procurement includes supplemental

and dependent coverage only for this closed retiree group. It does not include the \$25,000 GLIFA benefit.

### **2.3.4 Long-Term Disability Coverage for Active and Disabled Employees**

1. Provide a quote for expert claim advice, including claim review and duration guidelines, (i.e., advice-to-pay).
2. Provide a quote for a traditional fully insured benefit that matches the design of the current plan as closely as possible. Rates must be guaranteed for an initial term of three years and may be renewed for two additional one-year terms at Fairfax Water's discretion.
3. Provide exceptional customer service to Fairfax Water employees, retirees, their beneficiaries and Human Resources staff.
4. Provide detailed reporting as required by Fairfax Water.

### **2.3.5 General**

1. Offeror shall commit to a process to ensure account management continuity during the term of this contract.
2. Offeror representative shall respond to Fairfax Water queries included but not limited to coverage information, policy document information, reporting by carrier, historical claims data etc. and death claims within one (1) business day.

## **2.4 TERM OF CONTRACT AND CONTRACT RENEWAL**

- A. **Term:** The initial term of the contract will be for three years, covering the period from July 1, 2024, through June 30, 2027.
- B. **Renewal:** Fairfax Water may elect to annually renew the contract for another period of two additional years from July 1, 2027, through June 30, 2029. Renewal will be at the current rates, terms, and conditions. Failure to renew by the expiration date of the current contract year will not automatically cancel the contract. Fairfax Water may retroactively renew the contract at any time prior to the last day of the following contract year providing that Fairfax Water has not formally canceled the contract. Price adjustments requests for future years may or may not be approved by Fairfax Water depending on past performance of the contractor and current market conditions.

### 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 24-007 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 24-007 – TENTATIVE SCHEDULE**

RFP ISSUANCE	Thursday, February 15, 2024
QUESTION DEADLINE	Wednesday, February 21, 2024 @ 5PM ET.
ADDENDUM 1 ISSUANCE	Monday, February 26, 2024
PROPOSALS DUE	Tuesday, March 12, 2024 @ 2PM ET.
ORAL PRESENTATIONS	Week of April 15, 2024 (shortlisted firms)
NEGOTIATIONS	TBD
AWARD	TBD
COMMENCEMENT	07/01/2024

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 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](http://www.scc.virginia.gov).

### **3.9 INSURANCE & BOND 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 fully completed Proposal Form, as 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 three (3) additional copies, each including a photocopy of the original signed Proposal Form (four (4) 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 Manager  
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:
  - ATTACHMENT A – PROPOSAL FORM
  - ATTACHMENT B – REFERENCES
  - ATTACHMENT H – OFFEROR QUESTIONNAIRE
  - ATTACHMENT I – OFFEROR RATES & FEES
  - ATTACHMENT C – SAMPLE CONTRACT

## **4.6 PROPOSAL SUBMITTAL ELEMENTS**

### **4.6.1 PROPOSAL FORM**

**Attachment A – Proposal Form** shall be fully completed and submitted, or the proposal may be deemed non-responsive. This attachment also includes the Proprietary / Trade Secret Statement and Insurance Checklist.

### **4.6.2 REFERENES**

**Attachment B – References** shall be fully completed and submitted, or the proposal may be deemed non-responsive.

Offeror shall provide three (3) current client references of similar scope (i.e. Life Insurance Accidental Death and Dismemberment Coverages and Services). Offeror shall provide client name, contact person, address, phone number, and the length of time your firm has worked for the entity. Fairfax Water reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.

### **4.6.3 OFFEROR QUESTIONNAIRE**

**Attachment H – Offeror Questionnaire** shall be fully completed and submitted, or the proposal may be deemed non-responsive.

### **4.6.4 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 award is submitted to the Fairfax Water's Board of Directors for approval. Failure to do so will result in rejection of your proposal.

#### **4.6.5 PRICING**

**Attachment I – Rates and Fees** shall be fully completed and submitted, or the proposal may be deemed non-responsive. The Offeror shall provide pricing of the proposed products and services in sufficient detail to allow the Committee to understand all cost elements (insurance products, services, fees, etc.). The total cost to complete the services, as offered, shall be firm and fixed and requests by the Contractor to increase the Contract price will not be considered. Fairfax Water reserves the right to expand or reduce the scope of services accordingly. The Fairfax Water Procurement Department must approve changes proposed by the Contractor in writing prior to award. The Contractor will be given reasonable advance notice of any changes in the scope of the contract by Fairfax Water.

## **V. EVALUATION 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:**

FW is soliciting proposals from Offerors having experience and qualifications in the area identified in this solicitation. Each proposal must contain evidence of the Offeror's experience and abilities in the specified area and other disciplines directly related to the proposed scope. 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.

An 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 or service demonstrations. The evaluation of written proposals will be based on the proposal submittal requirements identified elsewhere in this solicitation. 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, 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. 24-007 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](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 FOUR (4) 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 THREE (3) ADDITIONAL COPIES, WHICH SHALL INCLUDE A PHOTOCOPY OF THE ORIGINAL SIGNED PROPOSAL FORM. THE ORIGINAL, SIGNED PROPOSAL FORM SHALL BE THE FIRST PAGE OF THE ORIGINAL PROPOSAL.
2. A ELECTRONIC COPY OF THE PROPOSAL ON SHAREPOINT SITE ACCESSABLE BY FW.
3. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (AUTHORIZED AGENT).

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:

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

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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 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.).

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

PROPOSAL FORM, PAGE \_\_\_\_ OF

**FAIRFAX WATER  
REQUEST FOR PROPOSALS NO. 24-007  
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: \_\_\_\_\_