

BLUE DROP AND DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY REQUEST FOR PROPOSAL



RFP Number	19-PR-BLOOM-1	Proposal Due Date and Time	April 26, 2019 at 5:00 pm, ET
Date Issued	March 25, 2019		
Name	Blue Drop Hauling Service		

Blue Drop/DC Water Point of Contact (POC):	Submission Instruction:
Name: Ms. Francesca Valente Title: General Manager Tel: (202) 354-3626 Email Address: Francesca.Valente@dcwater.com	Submit your proposal via Email to Blue Drop/DC Water POC. Do not submit printed hard copies.

Timeline (Estimated)*	
RFP Published	March 25, 2019
Deadline to Submit Questions	April 3, 2019, 5PM ET
Proposal Due	April 26, 2019, 5PM ET
Vendor Selection	May 1 - May 9, 2019
Award	May 17, 2019
Commodity Code	962--39 - Hauling Services; 958-12 – Bio-Solids Management 070-00 – Automotive Vehicles and Related Transportation Equipment

* Dates may change at Blue Drop/DC Water's convenience



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1. BLUE DROP/DC WATER INTRODUCTION

In 1996, the District Government initiated the creation of the District of Columbia Water and Sewer Authority (Blue Drop/DC Water), an independent authority of the District of Columbia providing services to the region. On April 18, 1996, following a 30-day Congressional review period, the District Council enacted DC Law 11-111, "The Water and Sewer Blue Drop/DC Water Establishment and Department of Public Works Reorganization Act of 1996."

DC Water is governed by a Board of Directors consisting of 11 principal and 11 alternate members. The Board is composed of six District of Columbia representatives, two each from Montgomery and Prince George's counties in Maryland, and one from Fairfax County in Virginia.

At DC Water, we care about our community. We often travel throughout our city, meeting those who live or work in Washington, D.C., so we can better understand their concerns and share our latest news on neighborhood water and sewer services.

DC Water's service area is approximately 725 square miles providing retail water and wastewater (sewer) service to the District of Columbia. Additionally, Blue Drop/DC Water provides wholesale wastewater treatment service to Montgomery and Prince George's counties in Maryland and Fairfax and Loudoun counties in Virginia.

The Blue Plains Advanced Wastewater Treatment Plant is the largest advanced wastewater treatment plant in the world, with a capacity of 370 million gallons per day (MGD), a peak capacity of 1.076 billion gallons per day and covering 150 acres.

To distribute water and support the distribution system, the Blue Drop/DC Water operates over 1,200 miles of pipes, five pumping stations, five reservoirs, four elevated water storage tanks, 36,000 valves and more than 9,000 public hydrants.

To collect wastewater, the Blue Drop/DC Water operates 1,800 miles of sanitary and combined sewers, 22 flow-metering stations, nine off-site wastewater pumping stations, and 16 storm water pumping stations within the District.

Blue Drop LLC ("Blue Drop"), a non-profit subsidiary of the District of Columbia Water and Sewer Authority ("DC Water" or "the Authority").

For more information about Blue Drop/DC Water, please visit www.dewater.com



2. DEFINITIONS

- A. Authorized Representative: A Blue Drop/DC Water Point of Contact (POC) is designated as Blue Drop/DC Water's authorized representative for the purposes of this RFP.
- B. Contract: A definitive agreement that will be executed by Blue Drop/DC Water and the vendor for the performance of the work requested in this RFP. The contract shall incorporate the provisions of the RFP.
- C. Contracting Officer ("CO"): The Contracting Officer is the only Blue Drop/DC Water official authorized to contractually bind Blue Drop/DC Water.
- D. Contracting Officer Technical Representative ("COTR"): The COTR is the technical expert for the contract and acts as a liaison between the vendor and the CO.
- E. District of Columbia Water and Sewer Authority: "Blue Drop/DC Water" or "the Authority".
- F. Lowest Cost Technically Acceptable (LCTA): A method of vendor proposal analysis whereby vendors are first assessed for whether they are capable of providing and/or performing the requirements. Price proposals from technically-acceptable vendors are then analyzed for lowest cost.
- G. May: Indicates something that is not mandatory but permissible for this RFP.
- H. Must/Should: Indicates a mandatory requirement for this RFP. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and may not be considered for award.
- I. Period of Performance (POP): The range of time that a vendor shall meet its requirements under the Contract.
- J. Vendor: Any person, firm, corporation, organization, agency, or a duly authorized representative that may submit a proposal for the work described in this RFP.
- K. Request for Proposal ("RFP" or "RFP Document"): Shall mean all the contents provided in this document, all attachments provided, future addendums or amendments.
- L. Responsive vendor: To be responsive, vendor must submit a proposal which conforms in all material respects to the requirements set forth in this RFP, as determined solely by Blue Drop/DC Water.
- M. Should: Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of vendor proposal but may receive lower consideration as determined solely by Blue Drop/DC Water.
- N. Statement of Work (SOW): An executable document that describes all details of service to be performed by vendor. SOW is required for all services and will become a part of the contract.
- O. Subcontractor: Any person or corporation other than the prime vendor supplying services or materials for work described in this RFP.
- P. Successful vendor: Vendor to whom Blue Drop/DC Water awards the Contract.

3. CONTENTS OF RFP DOCUMENT

In general, RFP document contains following contents:

Main RFP Document	Cover Page: Contains important RFP information such as RFP # and name, due date, Blue Drop/DC Water POC for this RFP, Submission, and timeline.
	General Proposal Instructions, Terms and Conditions: This section contains general instructions on how to submit a proposal, and terms and conditions of RFP that each vendor must agree in order to be considered for the opportunity.
Attachment A	This attachment contains Blue Drop/DC Water’s requirements that must be addressed in vendor’s proposal.
Attachment B	Submission requirement and pricing
Attachment C	General Provisions
Attachment E	Representations, Certifications, Acknowledgements, and Affidavits
Attachment F	Vendor Information Form and W-9 Form
Attachment G	Local Small Business Enterprise Program
Attachment H	Equal Employment Opportunity Packet and Affirmative Action Plan
Attachment I	Blue Drop/DC Water Works Program
Attachment L	Mid-Atlantic Purchasing Term Rider Clause

4. GENERAL PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

4.1. Blue Drop/DC Water Point of Contact (POC) and Communication:

- A. All inquiries or communications regarding procurement, general questions, clarifications, or any aspect of this RFP must be directed via email to the Blue Drop/DC Water POC identified on the Cover page of is RFP.
- B. **No calls or correspondence or contacts shall be made to anyone other than this Blue Drop/DC Water POC about this RFP. Any violation of this communication policy, regardless of severity, may result in the immediate elimination from consideration at the sole discretion of Blue Drop/DC Water.**

4.2. Response Submission Method:

- a. Proposal Preparation and Electronic Submission

Vendor’s proposal shall include the following filled-out and executed documents (in PDF format) and digital files (in MS Office format). Vendor shall not include copies of brochures or company “SOP” or other company collateral or advertisement. The proposal shall be e-mail no later than due date and time for receipt of proposals to Francesca.Valente@dcwater.com



- b. Vendor must save proposal document using the following naming convention:
 - Your company name_RFP #_Document name_mmddyy
- c. If Blue Drop/DC Water is unable to locate any part of your proposal because you used a different or unclear naming convention, then your proposal may be considered unresponsive and may be eliminated from the consideration.
- d. Email and any digital media must not contain files unrelated to this RFP and must be free from virus or other malware in order to be accepted.
- e. **Registration In Blue Drop/DC Water’s Vendor Portal:**

This RFP is made available using Blue Drop/DC Water’s Old Vendor Portal. Vendors are strongly encouraged to properly register in both the Old and New Vendor Portals by visiting <https://www.dewater.com/procurement>, especially including commodity codes that represent Contractor’s service and product offerings. Blue Drop/DC Water solicitations and their addenda are issued through the Vendor Portal with relevant codes, and vendors registering with matching codes are automatically notified of such documents. Blue Drop/DC Water is not responsible for vendors not receiving notice of addenda to this RFP if vendors are not properly registered in the Vendor Portal with appropriate commodity codes. The commodity codes used for this solicitation are as listed on the cover page of this document.

4.3. Intent to Respond

If vendor is interested in submitting a proposal, vendor is strongly encouraged (but not required) to send a notice via email to the Blue Drop/DC Water POC by the Intent to Respond Due date on the RFP cover page to confirm vendor’s intention. Provide the following information and Blue Drop/DC Water will make best efforts to notify vendor of updates to this RFP.

Vendor’s Main Point of Contact throughout the RFP process (name, title, telephone, email)

However, vendor’s best way to assure receipt of updates is to register in the Vendor Portal as described in Section 4.2.e.

4.4. Questions and Answers

- A. Questions or comments regarding the meaning or interpretation of specifications and other proposal documents in this RFP must be submitted via email to Blue Drop/DC Water POC by the “Deadline to Submit Questions” as stated in the RFP cover page.
- B. Only written questions and comments will be accepted.
- C. Vendor questions and Blue Drop/DC Water responses shall be available to all vendors.
- D. Oral communications between Blue Drop/DC Water and any Vendor regarding the interpretation or meaning of any aspect of this solicitation shall not be binding for any purpose.
- E. Blue Drop/DC Water will try to respond to all timely questions and comments that are properly submitted and deemed relevant and substantive in nature.

4.5. Guaranty Deposits:



If guaranty deposits are required, they must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the vendor, solicitation number and date of opening and delivered to the Blue Drop/DC Water Contact identified on the Cover page of this RFP.

4.6. Date and Time for Receipt of Proposals:

Submit COMPLETE proposals to the Blue Drop/DC Water POC identified on the Cover page of this RFP. COMPLETE Proposals must be received no later than the date and time, and according to the submission instruction specified on the cover page of this RFP. Blue Drop/DC Water reserves the right to reject any proposal received after the due date and time. Reasons such as, but not limited to, technical difficulties (e.g. Internet access); lack of resources to submit a timely proposal; or traffic will not justify Blue Drop/DC Water accepting a late proposal.

Partial submissions may be judged non-responsive, and if so judged, will be rejected and will not be considered.

Vendor may withdraw their Proposal and/or submit a revised Proposal prior to the RFP Proposal Due date and time. After this response deadline, Vendor initiated changes will not be accepted.

Any modification of a proposal, including a modification resulting from the Blue Drop/DC Water's request for a Best and Final Offer ("BAFO"), is subject to the same requirements for timeliness as the proposals themselves.

Notwithstanding the preceding paragraphs of this provision, a late modification of an otherwise successful proposal, which makes its terms more favorable to the Blue Drop/DC Water, may be considered at any time it is received and may be accepted.

A late proposal, late modification, or late withdrawal of offer that is not considered shall be held until after award and then retained with unsuccessful offers.

4.7. Proposal Contents

Please see all Attachments for detailed list of required contents for your proposal.

4.8. Proposal Evaluation and Vendor Selection

A. Criteria that may be used to evaluate vendor proposals may include, but not limited to:

- Ability to meet Blue Drop/DC Water's requirements
- Hauling capability during the Period of Performance
- Ability to ensure security of transport Biosolids
- Experience
- Qualification
- Past Performances, references
- Qualification of key personnel
- Certifications
- Competitive Price
- Preferences points for certified Local Businesses and Local Small Business Enterprises



- B. Blue Drop/DC Water reserves the right to reject any and all proposals determined to be inadequate or unacceptable.
- C. Blue Drop/DC Water may select more than one vendor as finalists for further negotiation or submitting a BAFO before making a final vendor selection.
- D. One or more vendor(s) that submit responsive proposals and whose proposals are most advantageous to Blue Drop/DC Water, as determined at the sole discretion of Blue Drop/DC Water, may be selected for contracting. Blue Drop/DC Water may not award any contracts if, in its sole judgment, no proposal meets its requirements.
- E. LBE and LSBE Preference Points: Blue Drop/DC Water encourages the use of certified local business enterprises who will receive preference points in the final evaluation. For further information see Attachment G Certified Local/Small Business Enterprise Program.

4.9. Contract Negotiation and Award

The vendor(s) who is/are selected for a contract award will be so notified and will be provided with a copy of the contract document for review and execution.

If Blue Drop/DC Water and a vendor are unable to agree on the contract terms and execute a necessary contract with all required attachments and other required documents (e.g. certificate of insurance, other certificates, any applicable bonds, etc.) within twenty (20) business days from the notice of award (or unless extended by Blue Drop/DC Water at its sole discretion), Blue Drop/DC Water may withdraw the award, award to another vendor, or cancel this RFP.



5. ADDITIONAL RFP TERMS AND CONDITIONS

- 5.1 The RFP solicitation process is conducted in accordance with and subject to Blue Drop/DC Water's procurement policies and procedures.
- 5.2 Any work and all costs incurred by proposers in the preparation and submission of a proposal shall be at the vendor's own discretion and expense. Blue Drop/DC Water will not be obligated for any vendor costs related to this RFP.
- 5.3 Vendors should carefully read all the requirements, instructions, and documents included in this RFP as no allowance will be made for failure to comprehend any of the requirements or conditions set forth anywhere throughout this RFP document. Submission of a response constitutes the acknowledgement that the vendor has read and agrees to be bound by all terms in the RFP Document.
- 5.4 While this RFP is the product of an intensive information gathering process, and has been subjected to an extensive review, Blue Drop/DC Water makes no representations or warranties as to the accuracy of the information contained in it.
- 5.5 Blue Drop/DC Water reserves the right to suspend, withdraw, or amend this RFP at any time without any obligation to any vendors.
- 5.6 This RFP does not represent a commitment to purchase, lease or license any product or service and does not obligate any funds by Blue Drop/DC Water.
- 5.7 If vendor is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, vendor may submit to Blue Drop/DC Water a written request via email for an interpretation or correction. Vendor is responsible for prompt delivery of any requests. When Blue Drop/DC Water considers interpretations necessary, interpretations will be in the form of a written addendum to the RFP document, and will be emailed to all parties recorded by Blue Drop/DC Water as having received RFP documents and/or posted on Blue Drop/DC Water's website for all vendors to reference. Addenda issued by Blue Drop/DC Water prior to the due date shall be considered as if written into the RFP. Vendors are required to acknowledge the receipt of the same in their proposal. Failure to provide such an acknowledgement will result in the rejection of a proposal. Oral and other interpretations or clarifications shall be without legal or contractual effect.
- 5.8 It is the responsibility of each vendor to ensure Blue Drop/DC Water has their correct business name, address, phone number, and email on file.
- 5.9 Any prospective Vendor who obtained a set of RFP documents from anyone other than Blue Drop/DC Water is responsible for advising Blue Drop/DC Water that they have a set of RFP documents and wish to receive subsequent addenda.
- 5.10 Blue Drop/DC Water is not responsible for any information relating to any Blue Drop/DC Water solicitation document which is not obtained directly from Blue Drop/DC Water.



- 5.11 The proposal shall represent the best efforts of the vendor and will be evaluated as such. It must set forth full, accurate, and complete information as required. Unnecessarily elaborate brochures, elaborate artwork, expensive paper and bindings, and other presentation aids are neither necessary nor desired.
- 5.12 CONFIDENTIAL RFP DOCUMENTS. All contents of RFP documents are to be treated as proprietary and confidential information belonging to Blue Drop/DC Water. By acceptance and delivery of this RFP, vendor agrees to hold the same in strict confidence and shall not disclose, copy, or distribute this RFP in whole or in part to persons other than the vendor's employees and agents who are required by nature of their duties to receive such information. In the event that a vendor who receives this RFP is unable or unwilling to comply with these confidentiality conditions, vendor shall permanently delete the entire RFP, including any copies, and confirm in writing to Blue Drop/DC Water that the entire RFP and any copies are permanently deleted. Blue Drop/DC Water may, in its sole discretion, disqualify any vendor who violates the provisions of this section from participating in future opportunities with Blue Drop/DC Water. Vendor will not use information in this RFP or any other materials related to the business affairs or procedures of Blue Drop/DC Water and of its affiliates for vendor's advantage, other than in performance of this RFP. If vendor utilizes a business partner, the vendor may forward its business partner a copy of the RFP and the business partner is subject to this section.
- 5.13 Confidentiality in Proposals: Vendor shall identify portions of the proposal it deems to be confidential, proprietary information, or trade secrets, and provide justification why such materials shall not be disclosed by Blue Drop/DC Water. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "CONFIDENTIAL" or "PROPRIETARY". Such materials stamped "CONFIDENTIAL" or "PROPRIETARY" must be easily separable from non-confidential sections of the proposal. All such materials so indicated shall be reviewed by Blue Drop/DC Water and any decision not to honor a request for confidentiality shall be communicated in writing to the vendor. Prices, makes and model, or catalog numbers of the item offered, deliveries, and terms of the payment shall be publicly available after proposal opening regardless of any designation of confidentiality made by the vendor. All proposal documents shall be retained by Blue Drop/DC Water. Vendor understands that all proposals submitted in response to this RFP become the property of Blue Drop/DC Water and subject to the Freedom of Information Act. They are considered to be public records, and as such may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made by Blue Drop/DC Water.
- 5.14 PRICES: All proposals shall give the prices proposed, shall give all other information requested herein, and shall be submitted by the vendor's authorized representative. Proposal prices shall include everything necessary for the completion and fulfillment of the contract in accordance with the RFP documents, except as may be provided otherwise in the RFP documents. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Vendor shall furnish a price for each proposal item in the schedule, and failure to do so may render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous,



unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. Vendor will be bound by said corrections.

- 5.15 PROPOSAL CONTENT: Vendor must describe in detail how vendor will meet the requirements of this RFP, and may provide additional related information in the proposal. The proposal must be presented in a format as requested in Attachment B. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.
- 5.16 Offerors Shall Not Submit More Than One Proposal: For any given solicitation, if more than one proposal is offered by any vendor, by or in the name of his/her clerk, partner, or other person, all such proposals SHALL be rejected. A manufacturer who has quoted prices on work, materials, or supplies to a vendor is not thereby disqualified from quoting prices to other vendors.
- 5.17 Errors: Offerors or their authorized representative are expected to fully inform Blue Drop/DC Water of any errors to the conditions, requirements and specifications found in this RFP after submitting their proposals. Failure to do so will be at the vendor's own risk. If major changes are necessary, new proposals will be secured on the basis of revised drawings and other documents. If a vendor should claim a serious error was made in the preparation of their proposal, and can support such claim with evidence satisfactory to Blue Drop/DC Water, the proposal may be withdrawn without penalty. In such event, action on the remaining proposals should be considered as though the withdrawn proposal had not been received.
- 5.18 Signature to Proposals and Certifications: Each proposal must show a full business address and telephone number of the vendor and BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS. All correspondence concerning the proposal and contract, including Notice of Award, a copy of the Contract and purchase order will be mailed to the address shown on the proposal. Any proposal submitted by a partnership must be signed with the partnership name by one of the partners or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer or agent signing in behalf of the corporation shall be furnished.
- 5.19 Blue Drop/DC Water reserves the right to request verification, validation or clarification of any information contained in any of the proposals. This clarification may include checking references and securing other data from outside sources, as well as from the vendor. Slow responses or failure to comply with Blue Drop/DC Water's requests may result in the rejection of proposal.
- 5.20 Blue Drop/DC Water reserves the right to reject any proposal not submitted in conformance with the RFP and any addendum hereto. Blue Drop/DC Water will not select any vendor that is not capable, in the Blue Drop/DC Water's sole judgment, of satisfactorily performing the work required in this RFP.



- 5.21 The contract(s) will be awarded to the responsive vendor(s) whose proposal is determined, at the sole discretion of Blue Drop/DC Water, to best meet Blue Drop/DC Water's needs and objectives and it is in the interest of Blue Drop/DC Water to accept it. Blue Drop/DC Water reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of Blue Drop/DC Water.
- 5.22 Blue Drop/DC Water reserves the right to accept any proposal within ninety (90) days from proposal due date unless a different time is stated therein. At the end of this period, the offer may be withdrawn at the written request of vendor. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- 5.23 Blue Drop/DC Water may award on the basis of the initial written proposals received without discussion and/or oral interviews. Therefore, each proposal should contain the firm's best terms for all of the evaluation criteria.
- 5.24 Blue Drop/DC Water reserves the right to request for oral presentations from the proposers and use the information derived from the oral presentation, if any, in the evaluation.
- 5.25 Blue Drop/DC Water reserves the right to engage in negotiation with offerors. Blue Drop/DC Water may select several finalists for negotiation and request a Best and Final Offer (BAFO).
- 5.26 Blue Drop/DC Water reserves the right to award a contract to a single Respondent for the entire estimated quantity, or multiple contracts to several Respondents for different quantities, whichever is in the best interest of Blue Drop/DC Water
- 5.27 Winning vendor(s) will be required to enter into a contract with Blue Drop/DC Water. Winning vendors will be required to agree to certain General Provisions such as presented in Attachment C to this RFP and which Blue Drop/DC Water may update at the time of an award, and special provisions, such as: laws and regulations, certain applicable statutory requirements, vendor employee compliance, default and termination provisions, warranty, audits and more. One copy of the contract will be forwarded to the successful vendor(s) with the notice of award and/or purchase order. Vendors are advised that the substantive provisions of the General Provisions are non-negotiable.
- 5.28 It is understood and agreed upon that the RFP document and a vendor's proposal will be incorporated into the contract to the extent accepted by Blue Drop/DC Water. Responses to questions that occur during the proposal evaluation period may be included as part of the contract.
- 5.29 A contract awarded under this RFP shall be interpreted under, and governed by, the laws of the District of Columbia.
- 5.30 The vendor agrees, if the proposal is accepted, to furnish products and/or services at the proposed price(s) or fee(s) and delivered at designated points within the time specified per terms and conditions contained in the RFP document.
- 5.31 Vendors having any objections to the terms and requirements of the General Provisions are required to set forth clearly within their proposals each provision objected to, the nature of each

objection, the reasons therefor, and specific language proposed to be placed in the final agreement in lieu thereof. Failure to take exception to the terms and requirements in this manner shall constitute acceptance of them by the Vendors.

- 5.32 Vendor may include special or additional terms and conditions (i.e. written warranties, maintenance/service agreements, license agreements, lease purchase agreements). Upon acceptance by Blue Drop/DC Water, these will be added to the contract.
- 5.33 INDEPENDENT CONTRACTOR: Vendor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Vendor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Vendor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Blue Drop/DC Water. It is expressly agreed by Vendor that in the performance of the services required under this contract, Vendor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of Blue Drop/DC Water.
- 5.34 INSURANCE REQUIREMENTS: The successful vendor will be required to provide the certificate of insurance that meets the requirements of Part 13 of Attachment C to this RFP.
- 5.35 COLLUSION. If there is reason to believe that collusion exists among vendors, Blue Drop/DC Water may refuse to consider proposals from vendors in such collusion.
- 5.36 PROPOSER IS SOLE POINT OF CONTACT: The successful vendor will be the sole point of contact. Blue Drop/DC Water will look solely to the successful vendor(s) for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors and partners.
- 5.37 TAXES: Successful vendor shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless Blue Drop/DC Water from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- 5.38 USE OF RFP IDEAS. Except as otherwise prohibited by law, and except for information regarding price of a Proposal that is marked "Confidential", Blue Drop/DC Water has the right to use any and all ideas presented in response to this RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.
- 5.39 Protests/Appeals:
- Protests directed to the terms, conditions, or form of a proposed procurement action, must be received by the Contracting Officer in writing not later than ten (10) calendar days prior to the date established for opening of proposals, except that an initial protest that arises under an addendum to a solicitation may be filed up to four (4) calendar days after the date the addendum was issued but in no case after the time established for opening of proposals.



- Protests of an award decision shall be filed in writing with the Contracting Officer within five (5) calendar days after the basis of the protest is known (or should have been known). Only vendors may protest an award decision. Protest(s) must be received by 5:00 p.m. according to local time in the District of Columbia. Any protests received after that time will be considered to be filed on the next day.
- The aggrieved party shall deliver the protest to the Blue Drop/DC Water POC identified on the Cover page of this RFP in care of General Manager.

District of Columbia Water and Sewer Blue Drop/DC Water
Office of the General Manager
5000 Overlook Ave., SW, Third Floor
Washington, DC 20032

- A copy of the protest shall be delivered to the Director, Department of Procurement. It shall be delivered to:

District of Columbia Water and Sewer Blue Drop/DC Water
Director of Procurement
5000 Overlook Ave., SW, Room 200
Washington, DC 20032

- The Contracting Officer shall issue a decision within thirty (30) calendar days after the protest is filed, subject to any extension approved by the General Manager. The decision of the Contracting Officer shall be final and conclusive. No further administrative remedies will be available to the protester.
- Appeal: A protester may appeal a denial of protest by a Contracting Officer to a court of competent.

6. SPECIAL RFP TERMS AND CONDITIONS

1. Responsive proposals from responsible vendors will be evaluated on the basis of Lowest Cost Technically Acceptable (LCTA). Vendors will first be assessed for their ability to perform to Blue Drop/DC Water's technical requirements. Pricing from technically-acceptable vendors will then be analyzed for lowest cost.
2. Criteria used to assess technical acceptability include, but are not limited to:
 - a. Ability to haul grade A biosolids, meeting Blue Drop/DC Water's requirements in Attachment A
 - b. Ability to follow Blue Drop/DC Water's procedures for operating on site (see Attachment A)
3. Contract award terms will be one year. Blue Drop/DC Water may extend the term with two (2) one-year option periods, or fractions thereof, or multiple successive fractions thereof, upon written notice to the vendor at least thirty days before the contract expires that Blue Drop/DC Water intends to extend. Such intent to extend does not commit Blue Drop/DC Water to an extension.
4. Contract option years and extensions will be subject to the same terms and conditions as the base year unless otherwise mutually agreed.
5. Cancellation Ceiling: In the event of cancellation of the contract because of non-appropriation for fiscal year 2018, or any option years, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.
6. Assignment of Anti-Trust: For good cause, and as partial consideration for executing this contract, the contractor, acting by and through its duly authorized agent, hereby conveys, sells, assigns and transfers to Blue Drop/DC Water all rights, title and interests in and to all causes of action it now holds or hereafter may acquire under the anti-trust laws of the United States, the District of Columbia, or any state or territory, relating to the particular goods, materials or services purchased in connection with this contract.