

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY (DC Water)

REQUEST FOR PROPOSAL



RFP Number	19-PR-OCEO-24	Proposal Due Date and Time	July 19, 2019
Date Issued	June 19, 2019	This RFP is subject to Prevailing Wages	No
Description	Professional Management Consultant Services		

DC Water Point of Contact (POC):	Submission Instruction:
Teresa Scott Category Manager (202) 787-2021 Teresa.Scott@DCWater.com	Submit your proposal <u>only</u> by Email to DC Water Point of Contact (POC). (Do not submit printed hard copies.)

Timeline (Estimated)*	
Advertise RFP	June 19, 2019
RFP Released to Vendors	June 19, 2019
Deadline for Questions	June 30, 2019
DC Water response to Written Questions	July 3, 2019
Proposals Due by	July 19, 2019
Vendor Selection	August 19, 2019
Contract Award	August 26, 2019

* Dates may change at DC Water's convenience

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1. DC WATER INTRODUCTION

In 1996, the District Government initiated the creation of the District of Columbia Water and Sewer Authority (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 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, 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 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 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.

For more information about DC Water, please visit www.DC Water.com.

2. DEFINITIONS

- **Authorized Representative:** A DC Water Point of Contact (POC) is designated as DC Water's authorized representative for the purposes of this RFP.
- **Contract:** A definitive agreement that will be executed by DC Water and the vendor for the performance of the work requested in this RFP. The contract shall incorporate the provisions of the RFP.
- **DC Water:** District of Columbia Water and Sewer Authority.
- **May:** Indicates something that is not mandatory but permissible for this RFP.
- **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.
- **Proposer:** The key point of contact who is the key point of contact for contractual obligations and the management of all actions after the award.
- **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 DC Water.
- **Subcontractor:** Any person or corporation other than vendor supplying services or materials for work described in this RFP.

- Vendor: Any person, firm, corporation, organization, agency, or a duly authorized representative that may submit a proposal for the work described in this RFP.
- Request for Proposal (“RFP” or “RFP Document”): Shall mean all the contents provided in this document, all attachments provided, future addendums or amendments.
- 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 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 DC Water.
- COTR: DC Water’s Contracting Officer Technical Representative.
- Successful vendor: Vendor to whom DC Water awards the Contract.
- LSBE: Local Small Business Enterprise.

3. CONTENTS OF RFP DOCUMENT

In general, RFP document contains following contents:

Main RFP Document	<p><u>Cover Page</u>: Contains important RFP information such as RFP # and name, due date, DC Water POC for this RFP, submission, and timeline.</p> <p><u>General Proposal Instructions, Terms and Conditions</u>: 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.</p> <p>Business Backgrounds, Objectives, Requirements, and Required Proposal Contents</p>
Attachment A	Scope of Work (SOW)
Attachment B *	Not Applicable
Attachment C	General Provisions
Attachment D	Special Provisions
Attachment E *	Certifications and Representations, Acknowledgements, and Affidavits
Attachment F *	Vendor Information and W-9 Forms
Attachment G *	Local Small Business Enterprise Program
Attachment H *	EEO Packet/Affirmative Action Plan
Attachment I *	DC Water Works Program
Attachment L *	Mid-Atlantic Purchasing Team Rider Clause

* Requires Vendor to sign and return forms/documents with proposal

4. GENERAL PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

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

- All inquiries or communications regarding procurement, general questions, clarifications, or any aspect of this RFP must be directed via email to the DC Water POC identified on the Cover page of this RFP.
- **No calls or correspondence or contacts shall be made to anyone other than this 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 DC Water.**

4.2. Response Submission Method:

- **Electronic Submission:**
 - Unless specified on the Cover page requesting a paper proposal to be delivered or mailed, all proposal submissions must be emailed to the point of contact listed on the cover page.
 - Vendor must save each proposal document using the following naming convention:

Your company name-RFP #_Document name-mmddyy
(Example: Acme-RFP 18DRT20-Proposal_011318.xlsx)
 - If 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.
 - 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.

4.3. Vendor Conference / Site Visits / Vendor Presentation

- If any of these events are required, then vendor must attend the required event(s) at the date and time and location provided by DC Water.
- There will not be any makeup session or DC Water will not provide a summary of conference/site visits discussions.
- If vendor participation in an event is REQUIRED but vendor does not attend, vendor will be disqualified from consideration and proposal will not be accepted.
- Vendor must confirm the attendance to DC Water POC prior to the conference/site visits/vendor presentation date and provide the name, titles, telephone, and email address of people who will attend the conference/site visits.

4.4. Intent to Response Due

- If vendor is interested in submitting a proposal, vendor is **strongly encouraged** (but not required) to send a notice via email to DC Water POC by the Intent to Response Due date to confirm vendor's intention with the following information so vendor can receive timely notices/updates by DC Water POC:

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

4.5. Questions and Answers

- Questions or comments regarding the meaning or interpretation of specifications and other proposal documents in this RFP must be submitted via email to DC Water POC by the "Deadline to Submit Questions" as stated in the RFP cover page.

- Only written questions/comments will be accepted.
- Vendor questions and DC Water responses shall be available to all bidders.
- Oral communications between DC Water and any Vendor regarding the interpretation or meaning of any aspect of this solicitation shall not be binding for any purpose.
- DC Water will try to respond to all timely questions and comments that are properly submitted and deemed relevant and substantive in nature.

4.6. Date and Time for Receipt of Proposals:

- COMPLETE Proposals must be received by no later than the date, time, and submission instruction specified on the Cover page of this RFP to the POC.
- Partial submission 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 late submission will be rejected without a prior notice (via email or call) explaining the circumstances that will prevent the timely submission and approved by DC Water POC.** Following reasons will not be acceptable:
 - Technical difficulties (i.e. internet access)
 - Lack of resource or out of town or vacation to prepare and submit the proposal on time
- DC Water reserves the right to reject any proposal received after the due date and time unless it is received before the award is made and it is the only proposal received.
- Any modification of a proposal, including a modification resulting from the DC Water's request for a "best and final offer", is subject to the same late proposals and modifications of proposal conditions listed above.
- Notwithstanding the preceding paragraphs of this provision, a late modification of an otherwise successful proposal, which makes its terms more favorable to the 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 section 3 for detailed list of required contents for your proposal.
- Note that a Scope of Work (SOW) is required for any type of services.

4.8. Evaluation and Vendor Selection

- Evaluation criteria that may be used for evaluation are, but not limited to:
 - Ability to meet DC Water's requirement
 - Period of performance, delivery capability
 - Warranty, guarantee
 - Vendor's financial viability
 - Experience
 - Qualification

- Past Performances, references
- Qualification of key personnel
- Certifications
- Competitive Price
- Preferences points for Local Business and Local Small Business Enterprise
- DC Water reserves the right to reject any and all proposals determined to be inadequate or unacceptable.
- DC Water may select more than one (1) bidders as the finalists for the Best and Final Offer before making a final vendor selection.
- The vendor who submitted a responsive proposal and whose proposal is most advantageous to DC Water, as determined at the sole discretion of DC Water, will be selected for contracting.
- LBE and LSBE Preferences Point: 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 who is selected will be notified for award and will be provided with a copy of contract document for review and execution.
- If both parties are unable to agree on the contract terms and execute a necessary contract with all required attachments and other required documents (i.e. certificate of insurance, other certificates, any applicable bonds, etc.) within twenty (20) business days from the notice of award (or unless extended by DC Water at its sole discretion), DC Water may withdraw the award and award another vendor or cancel this RFP.

5. ADDITIONAL RFP TERMS AND CONDITIONS

- The RFP solicitation process is conducted in accordance with and subject to DC Water's procurement policies and procedures.
- 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. DC Water will not be obligated for any vendor costs related to this RFP.
- Bidders 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.
- While this RFP is the product of an intensive information gathering process and has been subjected to an extensive review, DC Water makes no representations or warranties as to the accuracy of the information contained in it.
- DC Water reserves the right to suspend, withdraw, or amend this RFP at any time without any obligation to any vendors.
- This RFP does not represent a commitment to purchase, lease or license any product or service and does not obligate any funds by DC Water.
- Interpretations or clarifications considered necessary in response to questions will be issued by amendment via email to all parties recorded as having received the RFP.

- Amendment issued by 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.
- 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 DC Water a written request via email for an interpretation or correction. Vendor is responsible for prompt delivery of any requests. When DC Water considers interpretations necessary, interpretations will be in the form of a written amendment to the RFP document, and will be emailed to all parties recorded by DC Water as having received RFP documents and/or posted on DC Water's website for all vendors to reference. Oral and other interpretations or clarifications shall be without legal or contractual effect.
- It is the responsibility of each vendor to ensure DC Water has their correct business name, address, phone number, and email on file.
- Any prospective vendor who obtained a set of RFP documents from anyone other than DC Water is responsible for advising DC Water that they have a set of RFP documents and wish to receive subsequent amendments.
- DC Water is not responsible for any information relating to any DC Water solicitation document which is not obtained directly from DC Water.
- 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.
- **CONFIDENTIAL OF RFP DOCUMENTS.** All contents of RFP documents are to be treated as proprietary and confidential information belonging to 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 DC Water that the entire RFP and any copies are permanently deleted. DC Water may, in its sole discretion, disqualify any vendor who violates the provisions of this section from participating in the future opportunity with DC Water. Vendor will not use information in this RFP or any other materials related to the business affairs or procedures of 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.
- **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 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 DC Water and any decision not to honor a request for confidentiality shall be communicate 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 the DC Water. Vendor understands that all proposals submitted in response to this RFP become the property of DC Water and under the Public Records Act (Government Code § 6250 et. seq.) are considered to 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 DC Water.

- **PRICES:** All proposals shall give the prices proposed, both in writing and in figures, 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 all proposal items 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.
- **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 section eight (8). 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.
- **Bidders Shall Not Submit More Than One Proposal:** 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. In one solicitation there shall only be one proposal from a vendor on a product/good, etc. After manufacturer who has quoted prices on work, materials, or supplies to a vendor is not thereby disqualified from quoting prices to other bidders.
- **Errors:** Bidders or their authorized representative are expected to fully inform 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, after proposals are opened, the low vendor should claim a serious error was made in the preparation of their proposal and can support such claim with evidence satisfactory to 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.
- **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.
- 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 DC Water's requests may result in the rejection of proposal.

- DC Water reserves the right to reject any proposal not submitted in conformance with the RFP and any amendment hereto. DC Water will not select any vendor that is not capable, in the DC Water's sole judgment, of satisfactorily performing the work required in this RFP.
- The contract(s) will be awarded to the responsive vendor(s) whose proposal is determined, at the sole discretion of DC Water, to best meet DC Water's needs and objectives and it is in the interest of DC Water to accept it. 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 DC Water.
- 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.
- DC Water also reserves the right to award more than one (1) vendor.
- 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.
- 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.
- DC Water reserves the right to engage in negotiation with offerors. DC Water may select several finalists for negotiation and request a best and final offer.
- The winning vendor will be required to enter into a contract with DC Water. Winning vendor will be required to agree to certain general and special provisions, such as: laws and regulations, certain applicable statutory requirements, vendor employee compliance, default and termination provisions, warranty, audits and more. One (1) copy of the contract will be forwarded to the successful vendor(s) with the notice of award and/or purchase order.
- It is understood and agreed upon that RFP document and vendor proposal will be incorporated into the contract to the extent accepted by DC Water. Responses to questions that occur during the proposal evaluation period may be included as part of the contract.
- The contract awarded under this RFP shall be interpreted under and governed by the laws of the District of Columbia.
- The vendor agrees, if the proposal is accepted, to furnish products and/or services upon 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.
- In submitting a Proposal, vendor agrees, if selected, to enter into an agreement with DC Water in a substantially similar form to the General Provisions attached hereto as Attachment C General Provisions for Goods and Services; however, DC Water reserves the right to update the General Provisions to its current standards at the time DC Water makes an award. Vendors are advised that the substantive provisions of the General Provisions are non-negotiable.
- 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 therefore 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.
- Vendor may include special or additional terms and conditions (i.e. written warranties, maintenance/service agreements, license agreements, lease purchase agreements). Upon acceptance by DC Water, these will be added to the contract.

- **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 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 DC Water.
- **INSURANCE REQUIREMENTS:** The successful vendor will be required to provide the certificate of insurance that meets the Attachment D Insurance Requirements.
- **COLLUSION.** If there is reason to believe that collusion exists among vendors, DC Water may refuse to consider proposals from vendors in such collusion.
- **PROPOSER IS SOLE POINT OF CONTACT:** The successful vendor will be the sole point of contact. DC Water will look solely to the successful vendor 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.
- **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 DC Water from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.
- **USE OF RFP IDEAS.** Except as otherwise prohibited by law, and except for information regarding price of a Proposal that is marked "Confidential", 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.
- **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 bidders 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 DC Water POC identified on the Cover page of this RFP in care of Chief Executive Officer/General Manager.

District of Columbia Water and Sewer DC Water Authority
Office of the Chief Executive Officer/General Manager
1385 Canal St. (6th Floor)
Washington, DC 20003

- A copy of the protest shall be delivered to the VP of Procurement. It shall be delivered to:

District of Columbia Water and Sewer DC Water Authority
Department of Procurement and Compliance
1385 Canal St. (4th Floor)
Washington, DC 20003

- 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 jurisdiction.