

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY (DC Water) REQUEST FOR QUOTATION No. 20-PR-WWT-45 and No. 20-PR-DPSO-46



RFQ Number	20-PR-WWT-45 20-PR-DPSO-46	Response Due Date and Time	August 14 2020, 5:00 pm
Date Issued	7/24/2020	This RFQ is subject to Prevailing Wages	
Description	High Pressure High Vacuum and Wet Wells Cleaning		
NAISC codes	238910; 541690; 213112		

DC Water Point of Contact (POC):	Submission Instruction:
Name: Christina Kloster Title: Senior Sourcing Specialist Tel: 202-787-2564 Email Address: ckloster@dcwater.com	Submit your response only by Email to DC Water POC. Do not submit printed hard copies.

Timeline (Estimated)*	
RFQ Published	07/24/2020
Pre-Quote Teleconference	07/27/2020
Pre-Quote Walkthroughs	08/05/2020 for High Pressure High Vacuum and 08/06/2020 for Wet Wells
Deadline to Submit Questions	08/07/2020
Answers to Questions Distributed	08/10/2020
Response Due	08/14/2020
RFQ Evaluation & Award*	11/17/2020

* Dates may change at DC Water's convenience

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1. ABOUT DC WATER

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 principals 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. At Customer Service whether you're a new customer or you already have an account with us, DC Water appreciates the opportunity to provide you with quality and dependable water and sewer services. DC Water is committed to supplying you with useful information, whether it pertains to understanding the charges on your bill or how to check your home for leaks. Customer Service, customer care associates are available to assist customer Monday Through Friday 8:00am to 5:00pm. We also provide several technologies driven self-service options, such as automated meter reading, automated bill payment, account balance verification and high usage notifications.

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

2. PURPOSE OF THIS RFQ

The purpose of this RFQ is to enter in an IDIQ (Indefinite Delivery, Indefinite Quantity) agreement with two or more contractors to provide High Pressure, High Vacuum cleaning services and Wet Wells cleaning services at DC Water's buildings and facilities. Potential contractors will have experience in providing High Pressure, High Vacuum cleaning services and Wet Wells cleaning services.

Responding contractors must strictly adhere to the RFQ timeline, the scope(s) of work in attachments A1 and A2, and all other attachments in this RFQ. Responding contractors may choose to bid on one or both scopes.

3. DEFINITIONS

- COTR: is designated as DC Water's Contracting Officer Technical Representative.

- IDIQ Contract: An indefinite delivery, indefinite quantity agreement that will be executed by DC Water and the vendor for the performance of the work requested in this RFQ.
- DC Water: District of Columbia Water and Sewer Authority.
- Must/Should: Indicates a mandatory requirement for this RFQ. A response that fails to meet a mandatory requirement will be deemed non-responsive and may not be considered for award.
- Vendor: Any person, firm, corporation, organization, agency, or a duly authorized representative that may submit a response for the work described in this RFQ.
- Request for Quotation (“RFQ” or “RFQ Document”): Shall mean all the contents provided in the RFQ document, all attachments provided, future addendums or amendments.
- Should: Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of vendor response but may receive lower consideration as determined solely by DC Water.
- Scope of Work (SOW): An executable document that describe details of service to be performed by vendor. SOW is required for all services and will become a part of the contract. (Refer to Attachment A)
- Subcontractor: Any person or corporation other than vendor supplying services or materials for work described in this RFQ.
- Successful vendor: Vendor to whom DC Water awards a Contract.

CONTENTS OF RFQ DOCUMENT

In general, RFQ document contains following contents:

Main RFQ Document	<p><u>Cover Page</u>: Contains important RFQ information such as RFQ # and name, due date, DC Water POC for this RFQ, submission, and timeline.</p> <p><u>General Quotation Instructions, Terms and Conditions</u>: This section contains general instructions on how to submit a quotation, and terms and conditions of RFQ that each vendor must agree to be considered for the opportunity.</p>
Attachments A1 and A2	These attachments contains DC Water’s Scope of Work and Service requirements that must be addressed in vendor’s quotation. A1 is the scope for High Pressure High Vacuum cleaning services. A2 is the scope for Wet Wells cleaning services.
Attachment B	This attachment contains information that is required to be completed by each bidding company. (excel file)
Attachment C	General Provisions: contains standard contract terms and conditions that will be executed upon award
Attachment D	Special Provisions: If provided, this document contains additional contract terms and conditions that are applicable.
Attachment E *	Certifications and Representations, Acknowledgements, and Affidavits
Attachment F *	Vendor Information
Attachment G *	Local Small Business Enterprise Program
Attachment H *	EEO Packet/Affirmative Action Plan
Attachment I *	DC Water Works Program
Attachment J	Prevailing Wages
Attachment K	Not Used
Attachment L *	Mid-Atlantic Purchasing Team Rider Clause
Attachment M	Safety Provisions

Attachment M2*	Contractor Safety and Health Program Questionnaire
Attachment N*	Conflict of Interest Form

*Requires Vendor to sign and return forms/documents with the quotation

4. GENERAL QUOTATION INSTRUCTIONS, TERMS AND CONDITIONS

DC Water Point of Contact (POC) and Communication:

- All inquiries or communications regarding procurement, general questions, clarifications, or any aspect of this RFQ must be directed via email to the DC Water POC identified on the Cover page of this RFQ.
- **No calls or correspondence or contacts shall be made to anyone other than the DC Water POC about this RFQ. Any violation of this communication policy, regardless of severity, may result in the immediate elimination from consideration at the sole discretion of DC Water.**
- Contractors are strongly encouraged to register with DC Water’s Vendor Portal at www.dewater.com/procurement with commodity/category codes that match their products and services. This RFQ and addenda to it will be issued on the Vendor Portal with the commodity codes related to HVAC equipment. Contractors with at least one matching commodity code will receive automatic notification of the RFQ and addenda. DC Water is not responsible for contractors not receiving such notifications if the contractors are not properly registered in the Vendor Portal.

Response Submission Method:

Electronic Submission:

- Unless specified on the Cover page requesting a paper quotation to be delivered or mailed, all quotation submission must be emailed to ckloster@dewater.com (unless other methods are provided).
- Vendor must save each response document using the following naming convention:
- Your company RFQ #_Document name_yyyymmdd
- (Example: AcmeRFQ17-PR-DMS-33 Response20180420.pdf)
- If DC Water is unable to locate any part of your response because you used a different or unclear naming convention, then your response may be considered unresponsive and may be eliminated from consideration.

Email and any digital media must not contain files unrelated to this RFQ and must be free from virus or other malware to be accepted.

Intent to Respond

- If vendor is interested in submitting a quotation, vendor is strongly encouraged (but not required) to send a notice via email to DC Water POC by the date before the pre-bid teleconference (7/27) 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 RFQ process (name, title, telephone, email)

Questions and Answers

- Questions or comments regarding the meaning or interpretation of specifications and other quotation documents in this RFQ must be submitted via email to DC Water POC by the “Deadline to Submit Questions” as stated in the RFQ Cover page.
- Only written questions will be accepted.

- Vendor questions and DC Water responses will be made available to all RFQ recipients.
- Oral communications between DC Water and 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 timely to all questions and comments that are properly submitted and deemed relevant and substantive in nature.

Date and Time for Receipt of Quotations:

- Submit COMPLETE quotations to the DC Water POC identified on the Cover page of this RFQ. COMPLETE Quotations must be received by no later than the date and time per submission method specified on the Cover page of this RFQ.
- Partial submission will be rejected and will not be considered.
- Vendor may withdraw their quotation and/or submit a revised quotation prior to the RFQ Quotation Due date and time. After this response deadline, vendor-initiated changes will not be accepted.
- Late submission will be rejected unless the circumstances are approved in advance by DC Water. 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 quotation on time
 - Traffic
- Any modification of a quotation, including a modification resulting from the DC Water’s request for a “best and final offer”, is subject to the same late quotations and modifications of quotation conditions listed above.
- Notwithstanding the preceding paragraphs of this provision, a late modification of an otherwise successful quotation, 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 quotation, late modification, or late withdrawal of offer that is not considered shall be held until after award and then retained with unsuccessful offers.

Quotation Contents

- **Please see Attachments A1, A2 and B for detailed list of Required contents for your quotation.**
- Note that a Statement of Work (SOW) is required for any type of services.

Evaluation and Vendor Selection

Evaluation criteria that may be used for evaluation are, but not limited to:

- Pricing Schedule
- Ability to meet DC Water’s requirements
- Warranty, guarantee
- Vendor’s financial viability
- Experience and qualification
- Past performances, references
- Qualification of key personnel
- Certifications when applicable

- Preferences points for Local- and Local-Small Business Enterprises (LBE/LSBE)
- DC Water reserves the right to reject any/all responses determined to be inadequate or unacceptable.

DC Water reserves the right, at its own discretion:

- To cancel this solicitation or reject all quotations in accordance with DC Water’s procurement regulations;
- To reject quotations that contain conditions and/or contingencies which in DC Water’s judgment make the quotation indefinite or incomplete;
- To waive minor irregularities in any quotation provided such waiver does not result in an unfair advantage to any Respondent; or
- To take any action within the applicable procurement regulations or law.

5. BUSINESS REQUIREMENTS

Business Background

DC Water is requesting qualifications from bidders to perform as per Attachments A&B (word and excel documents attached to this RFQ).

Responses to this RFQ

Contractors responding to this RFQ must address the request for qualifications listed and detailed in Attachment A1 and A2, Word documents, and must complete Attachment B, an Excel spreadsheet.

Timeline (Estimated)*	
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The pre-bid teleconference (via Microsoft Teams) will be held at 11:00AM on Monday, July 27, 2020. The call is not mandatory but is strongly encouraged. Please e-mail ckloster@dcwater.com to get the Microsoft Teams link for the call. Otherwise, you can dial in at (202) 753-6714. The Conference ID is 107 678 68#.

The optional pre-bid walkthrough for High Pressure High Vacuum cleaning services will commence at 10:00 AM on Wednesday, August 05, 2020 at the Visitor Center of DC Water’s Blue Plains location, located at 5000 Overlook Ave SW, Washington DC, and will end at approximately 12:00PM. Please contact ckloster@dcwater.com to RSVP for this optional event.

The optional pre-bid walkthrough for Wet Wells cleaning services will commence at 10:00AM on Thursday, August 06, 2020 at the Visitor Center of DC Water’s Blue Plains location, located at 5000 Overlook Ave SW, Washington DC, and will end at approximately 12:00PM. Please contact ckloster@dcwater.com to RSVP for this optional event.

For both walkthroughs, bidders must dress for construction work areas (no shorts, dresses, or open-toed shoes) and must wear the following required personal protective equipment (PPE): Hard hat, safety shoes, eye protection, high visibility vest. Anyone who shows up for the walkthroughs not appropriately dressed will not be allowed to attend. Please note that a mask is mandatory as well, as per District of Columbia guidelines.

6. ADDITIONAL RFQ TERMS AND CONDITIONS

- The RFQ solicitation process is conducted in accordance with and subject to DC Water's procurement policies and procedures.
- Any work and all costs incurred by vendors in the preparation and submission of a quotation shall be at the vendor's own discretion and expense. DC Water will not be obligated for any vendor costs related to this RFQ.
- Vendors should carefully read all the requirements, instructions, and documents included in this RFQ as no allowance will be made for failure to comprehend any of the requirements or conditions set forth anywhere throughout this RFQ document.
- Submission of a quotation constitutes the acknowledgement that the vendor has read and agrees to be bound by all terms in the RFQ Document.
- While this RFQ 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 RFQ at any time without any obligation to any vendors.
- This RFQ does not represent a commitment to purchase, lease or license any product or service and does not obligate any funds by DC Water.
- Amendment issued by DC Water prior to the due date shall be considered as if written into the RFQ. Vendors are required to acknowledge the receipt of the same in their quotation. Failure to provide such an acknowledgement will result in the rejection of a quotation.
- If vendor is in doubt as to the true meaning of any part of the specifications or other RFQ 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, DC Water answers will be in the form of a written amendment to the RFQ document, and will be emailed to all vendors.
- It is the responsibility of each vendor to ensure DC Water has their correct business name, address, phone number, and email on file.
- DC Water is not responsible for any information relating to any DC Water solicitation document which is not obtained directly from DC Water.
- Any prospective vendor who obtained a set of RFQ documents from anyone other than DC Water is responsible for advising DC Water that they have a set of RFQ documents and wish to receive subsequent amendments.
- The quotation 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 RFQ DOCUMENTS. All contents of RFQ documents are to be treated as proprietary and confidential information belonging to DC Water. By acceptance and delivery of this RFQ, vendor agrees to hold the same in strict confidence and shall not disclose, copy, or distribute this RFQ 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. If a vendor who receives this RFQ is unable or unwilling to comply with these confidentiality conditions, vendor shall permanently delete the entire RFQ, including any copies, and confirm in writing to DC Water that the entire RFQ 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 RFQ 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 RFQ. If vendor utilizes a business partner, the vendor may forward its business partner a copy of the RFQ and the business partner is subject to this section.

- **Confidentiality in Quotations:** Vendor shall identify portions of the quotation 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 quotation. 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 quotation opening regardless of any designation of confidentiality made by the vendor. All quotation documents shall be retained by the DC Water. Vendor understands that all quotations submitted in response to this RFQ 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 quotations shall not be disclosed until negotiations are complete and a recommendation for selection and award is made by DC Water.
- **PRICES:** All quotations shall contain price quotation and shall be submitted by the vendor's authorized representative. Quotation prices shall include everything necessary for the completion and fulfillment of the contract in accordance with the RFQ documents, except as may be provided otherwise in the RFQ documents. Any items shown on the plans or details or described in the specifications that are not specifically listed in the quotation item are to be considered included in the quotation item and no additional or special compensation will be allowed. If there is more than one quotation item in the quotation schedule, the vendor shall furnish a price for all quotation items in the schedule, and failure to do so may render the quotation as non-responsive and may cause its rejection. The total amount of the quotation will be the sum of the total prices of all items in the quotation 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, the unit price 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.
- **QUOTATION CONTENT:** Vendor must describe in detail how vendor will meet the requirements of this RFQ and may provide additional related information in the quotation. The quotation must be presented in a format as requested in Attachment B. Quotations should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ 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 quotation indicating where the supplemental information can be found.
- **Bidders Shall Not Submit More Than One Quotation:** If more than one quotation is offered by any vendor, by or in the name of his/her clerk, partner, or other person, all such quotations SHALL be rejected. In one solicitation there shall only be one quotation from a vendor on a product/good, etc. A manufacturer who has quoted prices on work, materials, or supplies to a vendor is not thereby disqualified from quoting prices to other vendors.

- 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 RFQ after submitting their quotations. Failure to do so will be at the vendor's own risk. If major changes are necessary, new quotations will be secured based on revised drawings and other documents. If, after quotations are opened, the low vendor should claim a serious error was made in the preparation of their quotation and can support such claim with evidence satisfactory to DC Water, the quotation may be withdrawn without penalty. In such event, action on the remaining quotations should be considered as though the withdrawn quotation had not been received.
- Signature to Quotations and Certifications: Each quotation 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 quotation and contract, including Notice of Award, a copy of the Contract and purchase order will be mailed to the address shown on the quotation. Any quotation 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 quotation 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 quotations. 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 quotation.
- DC Water reserves the right to reject any quotation not submitted in conformance with the RFQ 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 RFQ.
- The contract(s) will be awarded to the responsive vendor(s) whose quotation 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 quotations and to waive any informality in quotations received whenever such rejection or waiver is in the interest of DC Water.
- DC Water reserves the right to accept any quotation within ninety (90) days from quotation due date unless a different time is stated therein. At the end of this period, the quotation may be withdrawn at the written request of vendor. If the quotation 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 based on the initial written quotations received without discussion and/or oral interviews. Therefore, each quotation should contain the firm's best terms for all the evaluation criteria.
- DC Water reserves the right to request for oral presentations from the vendors and use the information derived from the oral presentation, if any, in the evaluation.
- The vendor agrees, if the quotation 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 RFQ document.
- The winning vendor will be required to enter into a contract with DC Water in a substantially similar form to the attached general and special provisions and applicable statutory requirements. DC Water reserves the right to update these to its current standards at the time DC Water makes an award. Vendors are advised that the substantive provisions of the General and Special Provisions are non-negotiable.
- Vendors having any objections to the terms and requirements of the General and Special Provisions are required to set forth clearly within their quotations 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.

- The vendor agrees that RFQ document and vendor quotation will be incorporated into the contract to the extent accepted by DC Water. Responses to questions that occur during the quotation evaluation period may be included as part of the contract.
- 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.
- The contract awarded under this RFQ shall be interpreted under and governed by the laws of the District of Columbia.
- **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 C General Provisions for Goods and Services.
- **COLLUSION.** If there is reason to believe that collusion exists among vendors, DC Water may refuse to consider quotations from all 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 RFQ, 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. Quotation prices shall include allowance for said taxes.
- **USE OF RFQ IDEAS.** Except as otherwise prohibited by law, and except for information regarding price of a Quotation that is marked "Confidential", DC Water has the right to use any or all ideas presented in response to this RFQ, whether amended or not. Selection or rejection of the quotation 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 quotations, except that an initial protest that arises under an amendment to a solicitation may be filed up to four (4) calendar days after the date the amendment was issued but in no case after the time established for opening of quotations.
 - 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 as 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 RFQ in care of General Manager.
- District of Columbia Water and Sewer Authority
- Office of the General Manager
- 1385 Canal St. SE
- 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 Authority
- VP of Procurement
- 1385 Canal St. SE (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.