

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
(DC WATER)**

**REQUEST FOR QUALIFICATIONS AND PROPOSAL
PINEY BRANCH TUNNEL**

CONSTRUCTION MANAGER AT RISK

CONTRACT NO. 240040

Ines Eden, Category Manager

Ines.eden@dcwater.com



Solicitation Number : DCW-SOL-24-10380

Issue Date : 5/9/24 2:02 PM

Proposal Due Date : 6/13/24 2:00 PM

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Solicitation Information

Question Deadline	
Outreach/Pre-Bid Date and Time	
Outreach/Pre-Bid Location	
DC Water Point of Contact Name	Ines Eden
DC Water Point of Contact Tel	202 - 787 - 4046
DC Water Point of Contact Email	ines.eden@dcwater.com
Proposal Submission Method	DC Water Solicitation Application only
Regulatory Requirement	Davis Bacon Act
Inclusion Program	DBE/WBE
Inclusion Program Utilization Goals	32% DBE/6% WBE (Construction Phase Only)
Contract Term	52 Months
External Funding Source	
Bond Required	Yes

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.

DC Water Distributes Drinking Water and Collects and Treats Wastewater for More Than 702 Residents And 23.8 Million Annual Visitors in The District of Columbia. DC Water Also Provides Wholesale Wastewater Treatment Services For 1.6 Million People in Montgomery And Prince George's Counties in Maryland, And Fairfax And Loudoun Counties in Virginia. We Are Proud to Provide These Vital, Safe, And High-Quality Services to Our Customers While Also Protecting and Enhancing Our Environment.

To Distribute Drinking Water DC Water Operates More Than 1,350 Miles of Pipes, Four Pumping Stations, Five Reservoirs, Four Elevated Water Storage Tanks, 43,860 Valves And 9,500 Public Hydrants. To Collect Wastewater, DC Water Operates 1,800 Miles of Sanitary and Combined Sewers, 22 Flow-Metering Stations, And Nine Off-Site Wastewater Pumping Stations. To Treat Wastewater DC Water Operates the Blue Plains Advanced Wastewater Treatment Plant, The Largest Advanced Wastewater Treatment Facility in The World.

For More Information About DC Water, Please Visit www.dewater.com. More information about DC Water's Procurement and Compliance are also provided in the "Work with us" section.

REQUIREMENTS (Required responses for your proposal)

**Response is required*

INSTRUCTIONS

You must review all contents and provide all requested responses or your proposal will be considered non-responsive and eliminated from considerations.

Instruction on attaching documents:

- You may attach multiple documents. But it is preferable to combine into a single document (up to single file size limit)
- Each document size limit is 100MB (per document). No limit to the total size of all documents combined.
- Unless asked to attach the document in its native format, the PDF format is strongly preferred to reduce the file size.

Section 1. How to Submit Proposal

1. Training Materials



Attached documents contains the instructions on how to respond to this solicitation. If you are not familiar with this online solicitation, please download these files to your computer and review these training documents first:

- ERP Contractor Orientation: Contains high level view of creating and using the Supplier Portal.
- Managing Solicitation: Step-by-step guide on responding to the solicitation
- DCW Supplier Response by Spreadsheet - Requirements: Step-by-step guide on Exporting all Requirements section to your Excel document, add your responses, then Importing back into the Requirements with your responses.
- DCW Supplier Response by Spreadsheet - Lines: Step-by-step guide on Exporting all Lines (price lines) section to your Excel document, add your prices by each line, then Importing back into the Lines with your proposed prices.

Note:

1. Please note that "Contract Term" section of this online solicitation is not used .
2. If you have any questions, please submit your questions using the Message feature available in this online solicitation.
3. Spreadsheet Export/Import of your responses may not allow you to add Attachments. You must add Attachments within the solicitation page.
4. Contact the DC Water Point of Contact, Ines Eden at ines.eden@dcwater.com in the Oracle Solicitation with any technical issues and questions.

Attachments:

File Name or URL	Type	Description
DCW Supplier Response by Spreadsheet - Lines	File	
DCW Supplier Response by Spreadsheet - Requirements	File	
Managing Solicitations	File	
ERP Contractor Orientation	File	

***2. Proposal Submission Instructions**

READ AND ACKNOWLEDGE

1. DC Water POC: All inquiries, questions, communications (verbal or written), and RFI's regarding this RFP must be submitted via the messages function of this solicitation. The Proposal may only be submitted via response in the Vendor Portal of this solicitation. Proposers shall not discuss anything about this RFP with anyone at DC Water other than the POC. No calls, correspondence, contacts, or any forms of communications 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.
2. RFP Due Date and Time:
 1. All Proposals shall be submitted via the Vendor Portal by the solicitation due date and time.



- 2. DC Water reserves the right to change the submission deadline and receipt of Proposal's any time before the date and time announced in the RFP or subsequent addenda.
- 3. Unless approved in advance, DC Water reserves the right to reject any Proposal received after the time specified for receipt. Technical difficulties, lack of resources, and traffic are not acceptable causes for late submissions.

3. Questions and Answers:

- 1. If the Proposer is in doubt as to the true meaning of any part of the specifications or other contents in the RFP solicitation, or finds discrepancies or omissions in the specifications, Proposer may submit to DC Water POC a written question via the messages function of this solicitation by the deadline specified in this RFP for an interpretation or correction. Proposer is responsible for prompt submission of any requests. DC Water shall respond to all timely questions and comments that are properly submitted and deemed relevant and substantive in nature.
- 2. All questions and answers will be compiled and shared with all interested Proposers by posting them on DC Water's Vendor Portal. **NO ORAL RFIs OR COMMENTS WILL BE ACCEPTED FOR CONSIDERATION.** Written responses to such requests and comments, if warranted and as time allows in the sole opinion of DC Water, will be issued to all firms via DC Water's Vendor Portal.
- 3. Only responses to questions published on DC Water's Vendor Portal as part of the addenda will be considered binding.
- 4. DC Water will only answer the questions directly relevant to the RFP, at the sole determination of DC Water.
- 5. Failure of a Proposer to raise an issue or concern regarding any part of the RFP process shall preclude consideration by DC Water of that issue or concern after the due date of submission of Proposals, unless DC Water determines, at its sole discretion, to do otherwise.
- 6. All questions must be submitted via the Messages feature of the Oracle Application, using the template attached below. Written responses, if warranted and as time allows, will be issued via an Amendment to the Solicitation.

Attachments:

File Name or URL	Type	Description
Oracle Question Template revi	File	

Select one of the following:

- a. Read and acknowledged

Section 2. Required Consent

***1. Online Response and Electronic Signature**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.



Before responding to this solicitation, you must fully agree to this statement below. If you do not fully agree to this statement as written, then your proposal will not be accepted and considered.

Online Response and Electronic Signature are any online answers and responses in the Supplier Portal, any electronic signature and seal, and any PDF document with signature included in the proposal contents. By submitting a proposal to the solicitation, Proposer attests and agrees that Online Response and Electronic Signature are legally binding equivalent to a handwritten response, signature, or mark or hand embossed corporate seal. Proposer further agree that it will not, at any time in the future, repudiate the meaning of any Online Response and Electronic Signature or claim that any respondent's Online Response and Electronic Signature is not legally binding.

Select one of the following:

- a. Agreed

***2. Supplier Code of Conduct**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Before responding to this solicitation, you must read attached DC Water's Supplier Code of Conduct and agree to DC Water's Supplier Code of Conduct by selecting your response from the list below. You must fully agree to this Supplier Code of Conduct or your proposal will not be accepted and considered.

Attachments:

File Name or URL	Type	Description
Supplier Code of Conduct	File	

Select one of the following:

- a. I have read and agree to DC Water's Supplier Code of Conduct

***3. Disclosure of Conflict of Interest**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Proposer/Bidder's attention is directed to Title 21 of the District of Columbia Municipal Regulations (DCMR) §§ 5304 thru 5308 (as amended) regarding organizational conflict of interests.

Proposers/Bidders are advised that, in accordance with DC Water's conflict of interest rules and policies, certain firms will not be allowed to participate on any Proposer/Bidder's team because of their work with DC Water in connection with the Project development, Project procurement, and/or document preparation.

You must disclose any potential conflicts of interest by completing the attached form, sign, and attach the signed disclosure form. Please note that disclosure of any potential conflicts is not an automatic rejection of your proposal. DC Water will carefully review any disclosures and will determine at its sole discretion that if any disclosed conflict will result in the rejection of your proposal. You may contact DC Water POC of this solicitation with your disclosure prior to drafting your proposal to determine if your firm will be eligible to submit your proposal.

Failure to submit completed and signed disclosure form will automatically result in the rejection of your

proposal.

Attachments:

File Name or URL	Type	Description
Procurement Conflict of Interest Form	File	

Select one of the following:

- a. Completed Disclosure Form Attached (*Response attachments are required*)

Section 3. Solicitation Terms and Conditions

*1. Solicitation Definitions

READ AND ACKNOWLEDGE

The following terms shall have the meanings for purposes of this Solicitation:

- **Authorized Representative:** A representative of DC Water designated as DC Water's Authorized Representative for the purposes of this solicitation. DC Water's Point of Contact ("POC") is DC Water's Authorized Representative.
- **Contract:** The Agreement(s) executed by DC Water and the Proposer for the performance of the work requested in this solicitation. The Contract shall incorporate the provisions of the solicitation and all contents contained in Proposer's response.
- **Contracting Officer (CO):** Contracting Officers have the authority to enter into, administer, terminate, manage contracts, and make related determinations and findings subject to any approval thresholds or delegation of authority limitations. Contracting Officers have the discretionary authority to determine procurement methods, project delivery, and contract types to use for each requirement subject to any delegation of authority limitations. The Chief Executive Officer (CEO) of DC Water is designated as DC Water's Contracting Officer. The CEO may delegate contracting authority in writing to one or more other Contracting Officers.
- **DC Water:** District of Columbia Water and Sewer Authority (also referenced as Authority).
- **DC Water Point of Contact (POC):** POC is named on the cover page of this Solicitation document and is the only person who can communicate with Proposers and issues and receives Proposals.
- **General Manager:** The Chief Executive Officer of DC Water.
- **Must/Shall:** Indicates a mandatory requirement for this solicitation. A Proposal that fails to meet a mandatory requirement will be deemed non-responsive and may not be considered for award.
- **May or Should:** Indicates something that is not mandatory but permissible for this solicitation. Failure to do what "may" or "should" be done will not result in rejection of response but may receive lower consideration as determined solely by DC Water.
- **Nonresponsive Proposal:** A proposal that is missing any required content of this Solicitation. Non-responsive proposal will be immediately disqualified from considerations.
- **Proposal, Bid, Quote, or Offer:** Collectively shall mean all responses, including price, cost, or fee, received from Proposers, whether received in paper form, electronic form, or submitted in response to a solicitation. The contract shall incorporate all contents

contained in Proposer's response.

- Proposer, Bidder, Respondent, Vendor, Offeror, or Firm: The entity that submits a Proposal in response to this Solicitation, and seeks to be awarded the Contract with DC Water for the Project.
- Request for Proposal ("RFP"), Solicitation: Any and all directions, provisions, and requirements, etc. contained in this request for proposal. DC Water may cancel this solicitation at any time for any reason, without obligation.
- Responsive Proposer, Respondent, Vendor, Respondent, Offeror, or Firm: To be responsive, Proposer must submit a Proposal which conforms in all material respects to the requirements set forth in the solicitation, as determined solely by DC Water.
- Shortlisted Proposer(s): Those Proposers who are invited, based on DC Water's evaluation of the Proposals received, to participate in the interview process.
- Should: Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal but may receive lower consideration as determined solely by DC Water.
- Subcontractor: Any person or corporation other than the Proposer supplying services or materials for work described in this RFP.
- Unauthorized Procurements: Only Contracting Officers or designees are authorized to procure goods or services, including construction services, on behalf of DC Water. DC Water may not accept a financial obligation for transactions made pursuant to an unauthorized procurement.

Select one of the following:

- a. Read and acknowledged

*2. **Protests**

READ AND ACKNOWLEDGE

Before responding to this solicitation, you must read and acknowledge the contents of this section.

General

A. This Section sets forth the exclusive protest remedies available with respect to this RFQ/P. These protest procedures are consistent with Chapter 28 of the DC Water Procurement Manual.

B. For purposes of this Section, all correspondence and filings will be via email to the Point of Contact.

C. Protests shall be concise and logically presented to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest. Protests shall include at least the following information:

- 1.Name, address, email address, and telephone numbers of the protester;
- 2.Solicitation or contract number;
- 3.A detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
- 4.Copies of supporting documents, if any;

- 5.A statement as to the form of relief requested;
- 6.All information establishing that the protester is an interested party for the purpose of filing a protest; and
- 7.All information establishing the timeliness of the protest.

D.Grounds for protest not timely raised shall be deemed waived and may not be raised in a subsequent protest.

Consideration of Protests

A. The Point of Contact, on behalf of the Contracting Officer, will acknowledge receipt of a protest by a Proposer (inclusive of Shortlisted Proposers) ("Protester") and written comments of other Proposers, if any, as described below, and will refer all information received to the Contracting Officer. The Contracting Officer may hold a hearing, request additional submissions or information, or take any other actions he or she deems useful or necessary in making a decision. The Contracting Officer is not required to hold a hearing on a protest, and may decide a protest on the basis of the written submissions.

B. Within one (1) calendar day of filing a protest, the Protester must file with the Point of Contact a copy of the protest with all information the Protester considers confidential or proprietary redacted. This redacted version of the protest may be treated as neither confidential nor proprietary and may be disclosed by DC Water. DC Water may at its sole discretion institute protective orders to allow for sharing of confidential and proprietary information with independent counsel of Protesters or other interested parties, provided that all information submitted in connection with a protest is subject to disclosure to the extent required by applicable laws and regulations.

C. Best efforts shall be made for the Contracting Officer to issue a written decision within thirty (30) calendar days of receipt of a protest. If the protest is sustained, DC Water shall take the appropriate action to correct the procurement action and protect the rights of the Protester. If the protest is denied, DC Water will lift any suspension of the procurement process, notify other Proposers to the extent they were previously informed of any stay of the procurement process, and proceed with the procurement process.

D. The decision of the Contracting Officer shall be final and conclusive. No further administrative review or administrative remedies are available to the Protester.

E. A Protester may appeal a Contracting Officer's decision denying a protest to a court of competent jurisdiction.

Protests Prior to Submission of SOQ

A. Protests regarding the requirements or form of this RFQ/P must be received by the Contracting Officer in writing not later than ten (10) calendar days prior to the established date for receipt of SOQs, except that an initial protest that arises under an amendment to this RFQ/P may be filed up to four (4) calendar days after the date the amendment was issued but in no case after the date for receipt of SOQs.

B. During the resolution of a protest regarding the terms, conditions, or form of the RFQ/P, the procurement process shall continue unless the Contracting Officer issues a written finding that it is in the best interests of DC Water to suspend or delay all or part of the procurement process.

C. The Contracting Officer may distribute copies of the redacted version of the protest to the other Proposers within three (3) calendar days of receiving the redacted version of the protest. Other Proposers must file any comments or response in writing with the Contracting Officer within five (5) calendar days of receiving the redacted version of the protest. DC Water will promptly forward copies of any such statements to the Protester.

Protests Regarding the Shortlist Decision

A. Only Proposers who submitted SOQs may protest the shortlist decision. They shall do so by filing a protest with the Point of Contract in accordance with this Section and within the time periods specified in this subsection. Proposers who were selected for the shortlist may not protest the shortlist decision.

B. Proposers not included in the shortlist will have an opportunity for a debriefing in the two (2) working days following the announcement of the shortlist decision. The debriefing shall be conducted at DC Water's offices. Proposers who wish to have debriefings must make themselves available during the designated time period and

location. Any Proposer who fails to attend a debriefing within this time period shall waive any right or claim to a debriefing. Contracting Officer shall have the right, at his sole discretion, to expand the time for debriefing if deemed appropriate.

C. Protests regarding the shortlist decision must be received by the Point of Contact in writing within five (5) calendar days of when the Protester knew or should have known of the facts and circumstances upon which the protest is based, or within five (5) days of the date of the Protester's debriefing, whichever is later.

D. Upon receipt of a timely filed protest regarding the shortlist decision, the Contracting Officer shall suspend the procurement process, pending the issuance of the Contracting Officer's decision regarding the protest. The Contracting Officer may override the suspension and proceed with the procurement process based on a written finding by the Contracting Officer that: (a) continuation of the procurement process for the Shortlisted Proposers would be in DC Water's best interest; or (b) urgent and compelling circumstances that significantly affect DC Water's interests will not permit waiting for a decision.

E. The Contracting Officer may distribute copies of the redacted version of the protest to the Shortlisted Proposers within three (3) calendar days of receiving the redacted version of the protest. Shortlisted Proposers must file any comments or response in writing with the Contracting Officer within five (5) calendar days of receiving the redacted version of the protest. DC Water will promptly forward copies of any such statements to the Protester.

Protests Regarding Award of Contract

Any protest concerning the decision to award the Contract must be received by the Point of Contract within ten (10) calendar days following DC Water's announcement of its Best Value determination and will be subject to the same procedural terms and conditions specified in this Section for all other protests. Only Shortlisted Proposers who submitted a Proposal may protest the Contract award decision. If the Contracting Officer concludes that the Protester has established a basis for protest, the Contracting Officer will determine what remedial steps, if any, are necessary or appropriate to address the issue raised in the protest. The steps may include, but are not limited to, submitting the issue to the Evaluation Committee to determine whether the scoring of Proposals should be revised; issuing a new RFP; or taking other appropriate actions in accordance with the DC Water Procurement Manual

Select one of the following:

a. Read and acknowledged

***3. Solicitation Terms and Conditions**

READ AND ACKNOWLEDGE

Before responding to this solicitation, you must read and acknowledge the contents of this section.

1. Rights and Reservations of DC Water

As it pertains to this procurement process, including SOQ submission, Proposal submission and award of a Contract, DC Water reserves to itself all rights (which rights shall be exercisable by DC Water at its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

A. The right to cancel, withdraw, postpone or extend the qualification and/or Proposal development period in whole or in part at any time prior to the execution by DC Water of a Contract, without incurring any obligations or liabilities.

B. The right to issue new procurement documents or to revise and modify, at any time prior to the submittal date, information included in this RFQ/P, including but not limited to the dates set or projected, evaluation factors, and the responsibilities of the Proposers.

C. The right to reject any and all SOQs or Proposals received.

- D. The right to waive minor deficiencies or irregularities in an SOQ or Proposal or seek clarifications or supplements to an SOQ or Proposal, including the right require additional information from a Proposer concerning its SOQ or Proposal.
- E. The right to suspend and terminate the qualification and/or Proposal process or to terminate evaluations of SOQs or Proposals received at any time.
- F. The right to disqualify any Proposer that fails to comply with this RFQ/P, submits a nonconforming, nonresponsive, incomplete, inadequate, or conditional SOQ or Proposal, or is otherwise deemed during any stage of the procurement process to be unqualified or unable (due to inadequate financial capacity, litigation, past performance or otherwise) to perform the Work.
- G. The right to hold meetings and conduct discussions and correspondence with one or more of the Proposers to seek an improved understanding and evaluation of the responses to the solicitation at any time.
- H. The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the solicitation.
- I. The right to appoint and change appointees of any evaluation committee.
- J. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- K. The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the solicitation.
- L. The right to use all or part of any information contained in an SOQ or Proposal submitted by any unsuccessful Proposer.
- M. The right to determine the eligible Shortlisted Proposers from among those submitting an SOQ.
- N. The right to decide not to award a Contract as a result of this procurement, for any reason.
- O. The right to request one or more best-and-final offers from the Shortlisted Proposers.
- P. The right to conduct Contract negotiations with any Proposer who has tentatively been awarded the Contract, including the next highest ranked Proposer should DC Water be unsuccessful in negotiating with the highest scoring Proposer.
- Q. The right to take any other action affecting the procurement process or the Project that would be in the best interests of DC Water

2. Clarification: Prior to finalizing the Technical Evaluation, the Evaluation Committee may submit written clarification questions to any Proposer. Responses to these Clarification questions shall be submitted in writing per DC Water's direction and shall be used by the Evaluation Committee to finalize technical scoring.

3. Additional Information: At any time during the evaluation and selection process, DC Water may request additional information that may not have been requested in the RFP document. When requested, the additional information must be submitted on request of DC Water within five (5) business days of the date of request. Failure to timely comply with a request for information may result in the elimination from further consideration.

Note: Such information may include audited financial reports and other data of the Proposer that may be requested by DC Water with respect to the Proposers operations. DC Water may use this information to determine the Proposer's financial responsibility and ability to perform. DC Water may also use one or more sources of financial information, including but not limited to financial statements, tax report, credit report, etc. to determine Proposer's financial viability. DC Water may use other third-party data such as Dun and Bradstreet report and other publicly available information to determine Proposer's financial viability without requesting any financial statements or tax reports from Proposers. DC Water's determination of Proposer's financial viability shall be final.

4. Interviews & Presentations: As part of the Technical Evaluation, Proposers deemed to be in the competitive range may be invited to meet with the DC Water evaluation committee for an oral presentation. One (1) hour interview blocks will be reserved for each shortlisted Proposer. Up to half (1/2) hour will be allowed for the Proposer to make a presentation on relevant topics selected by DC Water. Proposers shall explain their Methodology in detail and their understanding of how they will carry out the services under this Contract. The balance of the time will be reserved for questions and general discussion. The presentation attendance will be limited to no more than ten (10) people from each Proposing team and should include key sub-consultants.

Proposers will be provided the date, time and location in writing no later than 10 (ten) calendar days prior to the interviews being held. The presentation will be an opportunity for proposers to further explain their proposals. Proposers should not introduce any new approaches not initially part of their submitted proposals. It should also not contain or reveal any price information. Technical Evaluation scores will be finalized after the completion of Interviews and Presentation. DC Water reserves the right to Award this Contract without holding Interviews or Presentations.

5. Discussion and Negotiation: Discussions may be held by DC Water with Proposers as part of its final selection process. Discussions shall be held only with Proposers deemed to be in the Competitive Range after Technical and Price Evaluation scores are combined. The Evaluation Team may use the results of discussions to finalize the evaluation and selection process, and to identify the proposal deemed to be most advantageous to DC Water. Proposers shall be notified in writing by DC Water with the time, place, subject matter and format for discussions, no later than ten (10) calendar days prior to start of discussions. If discussions are held, Proposing Teams must be available and participate in discussions to be considered for selection and award. DC Water reserves the right to award this contract without discussions or negotiations.

6. Anti-Competitive Practice, Anti-Kickback, Collusion:

1. Proposer recognizes the need for markets to operate competitively and shall observe and comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. Proposer shall not engage, directly or indirectly, in collusion or other anti-competitive practices which reduces or eliminates competition or restrains trade. DC Water shall report to the appropriate authority any activity, that evidences a violation of the antitrust laws and take such other further action to which it is entitled or obligated under the law.
2. Proposer shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Proposer shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Proposer or a subcontractor of Proposer to DC Water. Proposer shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. DC Water may take any recourse available to it under the law for violations of this anti-kickback provision.
3. If there is reason to believe that collusion exists among Proposers, DC Water, at its sole determination and discretion, may refuse to consider Proposals from all Proposers in such collusion.
4. The RFP solicitation process is conducted in accordance with and subject to DC Water's procurement policies and procedures only. DC Water reserves the right to take any action within the applicable procurement regulations or law.
5. Any work and all costs incurred by Proposer in the preparation and submission of a Proposal shall be at the Proposer's own discretion and expense. DC Water will not be obligated for any the Proposer's costs related to this RFP regardless of the result of this RFP.
6. Proposers 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.
7. Proposers are expected to inform themselves as to the conditions, requirements, and specifications before submitting Proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.
8. Submission of a Proposal constitutes the acknowledgement that the Proposer has read and agrees to be bound by all terms in the RFP Document.
9. 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.
10. 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. There is no guarantee that DC Water will proceed

- with this project.
11. Amendments or addenda issued by DC Water prior to the due date shall be considered as if written into the RFP. Proposers are required to acknowledge the receipt of the same in their Proposals. Failure to provide such an acknowledgement will result in the rejection of a Proposal.
 12. It is the responsibility of each Proposer to ensure DC Water has their correct business name, address, phone number, and email on file.
 13. 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 Proposer 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.
 14. The Proposal shall represent the best efforts of the Respondent 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.
 15. For the purposes of addressing conflicts or ambiguity of terms or conditions in this RFP, DC Water will apply the "highest or greatest quality standard performance."
 16. DC Water reserves the right to suspend, withdraw, or amend this RFP at any time without any obligation to any Proposers.

Select one of the following:

- a. Read and acknowledged

***4. Evaluation and Selection**

READ AND ACKNOWLEDGE

Proposals will be evaluated in accordance with the most recent DC Water Procurement Regulations and the Procurement Manual, dated June 12, 2009. Both are located at <https://www.dewater.com/procurement-manual>.

Proposals shall be evaluated using the following evaluation criteria;
Evaluation Criteria & Weights:

Step 1 - Request for Qualification

- Performance History - 40%
- Key Personnel - 40%
- Safety and Health Questionnaire - 20%

Step 2 - Proposal (Shortlisted Contractors only)

- Technical Proposal - 70%
- Pre-Construction Proposal Price - 5 %
- Phase 2 Construction Proposal Mark-up - 25%

Technical Proposal Evaluation: Technical Proposal evaluations will be conducted by an

evaluation board composed of members who, collectively, have experience in architecture, engineering, construction related procurement matters.

Select one of the following:

- a. Read and acknowledged

Section 4. Scope of Work and Requirements

***1. Request for Qualifications and Proposal**

READ AND ACKNOWLEDGE

Attached Request for Qualification and Proposal contains instructions and requirements. Please carefully review (downloading to your computer is recommended) before responding to the solicitation. If you have any questions, please submit your questions via Message feature available for this online solicitation.

Attachments:

File Name or URL	Type	Description
Contract 240040 PBT CMAR RFQ_P	File	

Select one of the following:

- a. READ AND ACKNOWLEDGE

***2. Pre-Construction Services - Scope of Services**

READ AND ACKNOWLEDGE

Attached document(s) contains instructions to bidders, detailed scope of work, specifications and requirements. Please carefully review (downloading to your computer is recommended) before responding to the solicitation. If you have any questions, please submit your questions via Message feature available for this online solicitation.

Attachments:

File Name or URL	Type	Description
Preconstruction Services- Piney Br Tunnel	File	
Pre-Construction Negotiation	File	

Select one of the following:

- a. READ AND ACKNOWLEDGE

***3. Technical Specification**

READ AND ACKNOWLEDGE

Attached document(s) contains additional technical specification contain the following:

- Excerpts from 60% Drawings Piney Branch Tunnel
- Excerpts from EDR Piney Branch Tunnel
- Excerpts from GDR Piney Branch Tunnel

Please carefully review (downloading to your computer is recommended) before responding to the solicitation. If you have any questions, please submit your questions via Message feature available for this online solicitation.

Attachments:

File Name or URL	Type	Description
Excerpts from GDR Piney Branch	File	
Excerpts from EDR Piney Branch	File	
Excerpts from 60 Percent Drawi	File	

Select one of the following:

- a. Read and acknowledged

Section 5. Technical Proposal Response

*1. Technical Proposal Instructions

READ AND ACKNOWLEDGE.

PROPOSAL WRITING AND PREPARATION:

The Proposer's Proposal must follow the instructions included in this solicitation. Failure to use the requirements sections, outline and formats specified or to complete and submit all forms may result in the Proposal being disqualified. DC Water and its Evaluation Committee for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in a disqualification of a Proposal. Also, rephrasing of the content provided in this RFP at best will be considered minimally responsive. DC Water seeks clear, complete, and detailed, yet succinct responses that demonstrate the Proposer's experience and ability to perform the requirements specified throughout this solicitation. Proposal shall not include extraneous marketing materials. All sections, pages, figures, and tables shall be clearly numbered and align to the sections.

When preparing the Proposal, DC Water asks the Proposers to consider that all Proposals are subject to public knowledge under the District of Columbia's Freedom of Information Act DC Code §§ 2-531-539 (DC FOIA). If a Proposer believes that portions of its Proposals are exempt from disclosure to third parties under the public information or public records requirements of applicable law, the Proposer shall clearly label or mark the specific portions of the Proposal sought to be kept

confidential as "CONFIDENTIAL" and shall specify the statutory exemptions that the Proposer is relying on in their Transmittal Letter. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non-responsive by DC Water. In the event materials marked "CONFIDENTIAL" are requested for release pursuant to applicable law, DC Water will release such materials marked "CONFIDENTIAL" ten (10) business days after the date of the notice to the Proposer of the request for release, unless the Proposer has, within the ten (10) business day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the materials. The Proposer recognizes and agrees that DC Water shall not be responsible or liable in any way for any loss, cost or expenses that the Proposer may suffer from the disclosure of any information or materials submitted to DC Water or for any loss, cost or expense incurred by the Proposer in defending a basis for exemption.

Below is detailed instruction as it relates to font page numbering, additional material, etc.

1. Page Numbering - All Response Attachments should be numbered consecutively beginning with number 1 through to the end, including all forms and attachments. For clarity, the Proposer's name should appear on every page. Each Attachment must reference the section or subsection number to which it corresponds.
2. All SOQs shall be submitted via the Response feature in the Oracle application in PDF format. The total document shall not exceed forty (40) pages, excluding resumes of any individuals and forms included in Sections 5, 6 and 7 of the Oracle Requirements. The total document page count includes information from previous paragraphs, unless otherwise noted in the specific Section of this document. SOQ forms may be printed and filled out using a typewriter or by legible hand-printing in ink and then scanned. Forms can also be filled out electronically using the provided PDF files and then locked from editing before submittal.
3. Additional Material - The Proposer may not provide additional attachments beyond those specified in the RFP for extending their response. Proposers shall not include brochures or other promotional material with their Proposals. Additional materials will not be considered part of the Proposal and will not be evaluated.
4. Completeness - It is the responsibility of the Proposer to provide all information requested in the RFP solicitation at the time of submission. Failure to provide information requested in this RFP at the discretion of DC Water may result in a lower rating for the incomplete sections or in the Proposal being disqualified for consideration.

Select one of the following:

- a. Read and acknowledged

***2. Statement of Qualification Response**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN

THE REJECTION OF YOUR PROPOSAL

Please attached your SOQ Response below. Your Statement of Qualification response must include the following ;

- Cover and Cover Letter
- Organizational Structure
- Performance History
- Key Personnel
- Safety and Health Questionnaire

Attachments:

File Name or URL	Type	Description
Piney Key Personnel Notarized	File	
Piney Confidentiality Form. pdf	File	

Select one of the following:

- a. Statement of Qualification Response Attached (*Response attachments are required*)

Section 6. Safety and Health Questionnaire

***1. Safety and Health Questionnaire
REQUIRED RESPONSE**

Attached is DC Water's standard safety and health questionnaire. Please complete and attach completed response.

Attachments:

File Name or URL	Type	Description
Contractor Safety and Health Q	File	

Select one of the following:

- a. Completed form is attached (*Response attachments are required*)

Section 7. Bonds and Insurance Requirements

***1. Insurance Requirements - Pre-Construction Services
REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW**



WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Review attached DC Water's insurance requirements. Please acknowledge below that you can fully meet the requirements.

Attachments:

File Name or URL	Type	Description
Pre-Construction Services Insu	File	

Select one of the following:

- a. Can and will fully meet the requirement and a proof of insurance is attached *(Response attachments are required)*

***2. Bonding Capability**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

A letter from a surety or insurance company (with a Best's Rating of A minus and VIII or better by A.M. Best Co.) stating that Proposer is capable of obtaining separate performance and payment bonds, each in an amount not less than DC Water's assumed project budget of \$250 million.

Select one of the following:

- a. Bond Capability Letter attached *(Response attachments are required)*

Section 8. Compliance Requirements (DBE/WBE)

***1. Davis Bacon Act**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

The work described in this solicitation is subject to the Davis Bacon Act. You must confirm the wage rates will be fully compliant to the Davis Bacon Act. Failure to meet this requirement will result in the automatic rejection of your proposal.

Select one of the following:

- a. Fully compliant to the David Davis Bacon Act
- b. Can not fully meet the Davis Bacon Act.

***2. Drug Free Workspace Certification**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

AS REQUIRED BY SECTION 622(a) OF THE TREASURY, POSTAL SERVICE AND GENERAL



GOVERNMENT APPROPRIATION ACT, 1990. PUB. L. 101-136. NOVEMBER 3, 1989.

For proposer (if other than an individual) who is making an offer that equals or exceeds \$25,000.00 must agree and complete attached form and submit.

Attachments:

File Name or URL	Type	Description
Drug Free Certification.docx	File	

Select one of the following:

- a. Completed Drug Free Workspace Certification is attached *(Response attachments are required)*

***3. Disclosure of Lobbying Activities**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

This project is partially funded by the Federal grant. Therefore, this disclosure is required for prime contractor and subawardees.

Attachments:

File Name or URL	Type	Description
Disclosure of Lobbying Activities	File	

Select one of the following:

- a. Disclosure form is attached *(Response attachments are required)*

***4. Debarment Certification**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

You must disclose any suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statues using attached form.

Attachments:

File Name or URL	Type	Description
Debarment Certification	File	

Select one of the following:

- a. Certification is attached *(Response attachments are required)*

***5. DC Water Employment Program**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Attached is the DC Water's Water Works Program (DC Water's employment program). Please review and respond by selecting your response from the drop down choices. Failure to agree and comply to this program will result in the automatic rejection of your proposal. It is not required to complete and return any attached form.

By selecting "Fully agree and will comply to the program", you acknowledge that you are an authorized representative of the Contractor, and certify that the Contractor is fully aware of the current DC Water employment provisions. You further certify and assure that the Contractor will fully comply with all reasonable requirements that may be imposed during the employment program development process and/or at incorporation of the permanent employment program into this contract. The Contractor agrees to flow down this requirement to all applicable subcontractors as prescribed in this plan.

Attachments:

File Name or URL	Type	Description
DC Water Works Employment Program	File	
DC Water Works_Program	File	

Select one of the following:

- a. Fully agree and will comply to the program
- b. Can not agree or comply to the program

Section 9. Procurement Forms

*1. Officers Not To Benefit Certification

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

OFFICERS NOT TO BENEFIT CERTIFICATION

No member of or delegate to Congress, or Officer or employee of the Authority (DC Water) or the District of Columbia Government shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any Authority or the District of Columbia Government employee authorized to execute contracts in which they or the employee of the Authority or the District of Columbia Government shall be personally interested shall be void, and no payment shall be made thereon by the Authority or the District of Columbia Government or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. However, should a Federal, District of Columbia or Authority employee submit a bid/proposal for his personal benefit, the Contracting Officer reserves the right to waive the aforementioned restriction; providing that said employee furnishes a Notarized Affidavit prior to the time set for opening of bids or Closing of proposals, setting forth intention to resign his Federal, District of Columbia or Authority (DC Water) employment in the event said employee shall be considered for an award of a contract. Failure to submit such Affidavit shall automatically render his bid/proposal nonresponsive and no further consideration shall be given thereto.

Check As Applicable:


- No person subject to Part 8, (8.5) of the General Provisions will benefit from the Contract
- The following persons (provide names and titles in the Comments box) will benefit from this Contract and the required affidavits are attached:

Select one of the following:

- a. No person subject to Part 8, (8.5) of the General Provisions will benefit from the Contract
- b. The following persons will benefit from this Contract and the required affidavits are attached. (*Response*)

attachments are required) 

Comments:

 **Respond to the following requirements if you selected option b. for requirement 1.**

*1.b.1. If there is any person(s) who will benefit from this contract, please list their names and title in the Text box provided. Also attach their required Notarized Affidavits.

Response attachments are required.

***2. Certificate of Independent Price Determination**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this order have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(B) Each signature on the offer is considered to be a certification by the signatory that the signatory(ies) listed in the response below:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A) (1) through (A)(3) above; or

(2)



(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs(A)(1) through (A)(3) above;

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i)above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A) (3) above; and

(iii) As an agent, has not personally participated and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.

(C) If the Bidder/Offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

INSTRUCTION:

Select from one of the 2 drop-down choices:

1. I certify and the names of titles of signatory(ies) are shown in comments and **no disclosure (Section C) has been made.**

-- List the names of titles of signatory(ies) in the comments box (or you may also attach the names and titles).

2. I certify and the names of titles of signatory(ies) are shown in comments and **details of disclosure (Section C) is attached.**

-- List the names of titles of signatory(ies) in the comments box (or you may also attach the names and titles).

-- Attach details of disclosure.

Select one of the following:

a. I certify and the names of titles of signatory(ies) are shown in comments and no disclosure (Section C) has been made. *(Response attachments are optional)*

b. I certify and the names of titles of signatory(ies) are shown in comments and details of disclosure is attached *(Response attachments are required)*

Comments:

***3. Certificate of Clean Hands**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Please provide a Certificate of Clean Hands issued by the DC Office of Tax and Revenue.

Select one of the following:

a. Certificate of Clean Hands is attached *(Response attachments are required)*

b. Not attached

***4. Equal Employment Opportunity (EEO)**



REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Please review attached Equal Employment Opportunity requirements and complete all required sections, save as a PDF, then attach.

Attachments:

File Name or URL	Type	Description
Equal Employment Opportunit	File	

Select one of the following:

- a. EEO Form is attached (*Response attachments are required*)
- b. Not attached

***5. Non-Collusion Affidavit**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

The Non-Collusion Affidavit document is required to be downloaded, completed and submitted with the your response by attaching below.

Attachments:

File Name or URL	Type	Description
Non-Collusion Affidavit	File	

Select one of the following:

- a. Completed form is attached (*Response attachments are required*)

Section 10. DCW Contract Terms

***1. Draft CMAR General and Supplementary Conditions**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELLOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Attached are DC Water's General Conditions and Supplementary Conditions. The final contract that will be executed between DC Water and the awarded vendor will be substantially similar. Please review and provide your list of explanations and proposed changes for any exceptions.

Attachments:

File Name or URL	Type	Description
007300 Supplementary Condition	File	
CMAR General Conditions. pdf	File	

Select one of the following:

- a. All terms are acceptable
- b. Proposed changes are attached (*Response attachments are required*)



***2. CMAR Contract Agreement**

REQUIRED RESPONSE. FAILURE TO RESPOND AS REQUESTED BELLOW WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Attached are DC Water's CMAR Contract Agreement. The final contract that will be executed between DC Water and the awarded vendor will be substantially similar. Please review and provide your list of explanations and proposed changes for any exceptions.

Attachments:

File Name or URL	Type	Description
CMAR Agreement DBE_WBE.pdf	File	

Select one of the following:

- a. Agree to all terms and conditions
- b. Proposed changes are attached (*Response attachments are required*)

Lines Instructions**Export/Import of Bid Form:**

For your response to be complete, please enter \$1 as your price. Actual pricing will be negotiated with the shortlisted CMAR/contractor(s).

Line Information

Line	Category Name	Estimated Quantity
1-Pre-Construction Services	541330 - NAICS code - Engineering Services	

This PDF version of solicitation is made available only for your convenience to quickly view the solicitation contents and is NOT intended to provide your responses on this PDF document.

You MUST submit your responses (proposal) online using DC Water's online solicitation application.

Contract Terms and Conditions

"This section is reserved for the future use. No response is required. The copy of the contract may have been provided in the Requirements section for proposer's review."