American Water Works Association

Request for Proposal

Developing Seminar Training Materials
Water Utility Condition Assessment Programs

Issued by: AWWA Technical and Educational Council
Issue date: April 20, 2020
I. INTRODUCTION / ORGANIZATION

The American Water Works Association (AWWA) is an international, nonprofit, scientific and educational society dedicated to the improvement of water quality and supply. Founded in 1881, AWWA is the largest organization of water supply professionals in the world. With about 51,000 members, AWWA represents the full spectrum of the water community, including utility operators and managers, scientists, environmentalists, manufacturers, consultants, academicians, regulators, and others who hold genuine interest in water, our most important resource. Membership includes more than 4,700 utilities that supply water to roughly 180 million people in North America. More information about AWWA is available at www.awwa.org.

AWWA is issuing this Request for Proposal (RFP) to identify interested parties to obtain information regarding the responding organizations’ (“Contractors”) specific qualifications, ability to perform, and pricing.

II. SCOPE OF WORK

AWWA is investigating the availability and costs of providing the following:

According to AWWA’s State of the Water Industry Survey, renewing and replacing aging infrastructure has been the top challenge facing the water sector for the last eight years. More utilities are embracing asset management practices, including condition and risk assessments, to meet this challenge while keeping rates affordable and providing the level of service their customers want in an efficient and cost-effective way.

A Condition Assessment Program can help utilities make more informed, risk-based decisions on when it is best to maintain, repair, rehabilitate or replace assets. But developing and implementing a Condition Assessment Program can be challenging for a utility. AWWA seeks a contractor to create seminar training materials to assist drinking water utilities develop and implement a comprehensive Condition Assessment Program or improve their existing program. The focus of the seminar will be on water transmission and distribution pipes with an optional module on vertical assets.

The selected contractor will develop participant and facilitator training materials for use in a three-day seminar (20 hours) that includes the key components of a condition assessment program such as:

- Defining the problem(s) that the utility wants to solve with a condition assessment program.
- Developing condition assessment program goals, objectives and data expectations.
- Building support and securing an annual budget for a condition assessment program (e.g., business case to present to management and elected governing officials).
- Prioritizing asset classes based on performance measures and risk (i.e., probability and consequences of failure).
- Defining the utility’s risk tolerance and condition assessment thresholds.
• Creating a framework and data management system for collecting, storing and using condition assessment data.
• Understanding and choosing the appropriate condition assessment methods and technologies.
• Evaluating the utility’s options for using in-house or contracting field inspection, data management and engineering services.
• Leveraging data to perform failure analyses; and
• Using condition and remaining life assessments in risk-based asset management.

The training materials must feature:

• Tailored content for utilities of all sizes and capabilities.
• Case studies and interactive discussions and activities that demonstrate how to apply the content to address the needs of workshop participants; and
• Modules that can be offered in various combinations (e.g., two- or three-day seminar). We envision the primary seminar being two days and focusing on linear assets (i.e., transmission and distribution water pipes) with an optional third day focusing on vertical assets.

This project is led by AWWA staff in consult with a Project Advisory Committee (PAC) consisting of members from several of the Association’s volunteer committees, including water industry experts in asset management and condition assessment.

The scope of work identifies the following tasks:

**Task 1. Develop and Submit Draft Workshop Materials**

Task 1 includes the research, design, and development of the three day (20-hour), in-person training workshop materials, including:

• Participant Guidebook and other resources (e.g., handouts and tools)
• Accompanying PowerPoint slides with speaker notes for each slide
• Interactive activities, small group exercises and quizzes to help maximize learning
• Opportunities for participants to start framing their own programs, ask subject matter experts questions, and network with other utilities facing the same challenges (e.g., similar high-risk pipe types)
• Facilitator’s guidebook with notes that equip instructors to deliver the training workshops; this approach will ensure consistency in content delivery and set expectations for a highly interactive learning experience.

**Task 2: Finalize Workshop Materials**

AWWA staff and the PAC will review the draft workshop materials and provide comments to the contractor. All review comments should be addressed and incorporated into the final workshop materials (see list above).
The contractor will submit all draft and final workshop materials electronically. Conference calls will be coordinated between the contractor, AWWA staff and the PAC to discuss feedback as needed during the review of draft and final materials.

Additional Information

The Asset Management Committee leads AWWA’s efforts for advocating and educating membership on key asset management issues and practices and the Water Main Condition Assessment Committee assembles and disseminates reliable information related to condition assessment of water infrastructure. Members from both committees will participate on the Project Advisory Committee (PAC). The funding has been approved and a PAC will provide input for the project.

AWWA is seeking a qualified contractor that has a firm understanding of water utility asset management and condition assessment in the water sector. The PAC and an AWWA staff member will help guide and monitor project development and will provide feedback, suggestions, and review comments to the contractor throughout the project. Responses to the RFP are expected to describe how you will complete the scope of the work and demonstrate previous and relevant experiences.

III. PROPOSAL TERMS AND CONDITIONS AND SUBMITTAL INSTRUCTIONS

A. AWWA Contact Person

All correspondence and responses concerning this RFP should be addressed to:

Jim Siriano  
American Water Works Association  
6666 W. Quincy Avenue  
Denver, CO 80235  
303.347.6195  
jsiriano@awwa.org

B. Timetable for RFP Process

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>April 20, 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>May 11, 2020</td>
</tr>
<tr>
<td>Notification of Successful Responder</td>
<td>Early June, 2020</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>December 31, 2020</td>
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C. Terms and Conditions of Participating in RFP Process

1. Confidentiality. Responders and others receiving this RFP may not disclose information contained in this RFP to other persons, or to its own employees, officers, and agents not
having a need to know the RFP’s contents in order to properly prepare a proposal. Suppliers cannot, and agree that they will not, duplicate or make available this document or the information contained in it without the express written consent of AWWA.

2. **Additional Information.** During its evaluation of the various proposals submitted, AWWA reserves the right to request additional information or clarifications from responders related to the RFP. Top responders may be required to make presentations to the AWWA Project Advisory Committee (PAC).

3. **AWWA Right to Use Proposal Ideas.** AWWA reserves the right to retain all proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the responder of the conditions contained in this request for professional service, unless clearly stated and specifically noted in the submitted proposal and confirmed in the agreement between AWWA and the selected responder.

4. **No Reimbursement for Proposal Expenses.** AWWA has no expressed or implied obligation to reimburse responders for their expenses incurred in preparing or presenting information in response to this request.

5. **AWWA Changes to RFP Documents.** All changes to the RFP documents shall be through written addendum and furnished by AWWA to all suppliers who elect to participate. Verbal information obtained otherwise will not be considered in awarding of the proposal.

6. AWWA reserves the right to change the RFP and issue an addendum.

7. AWWA reserves the right to cancel or re-issue this RFP at any time without obligation of liability.

8. The proposal must contain a signature of an authorized officer or employee of the company submitting the proposal.

9. The selected vendor shall comply with all laws, codes, rules and regulations of the state of Colorado. If applicable, any permits lawfully required shall be obtained and paid for by the vendor.

D. **Submittal Format and Requirements**

Proposals submitted in response to this RFP shall be no longer than ten pages in 11-point font (excluding qualifications, resumes, and supporting documentation). Please submit only a PDF version of your proposal by email to jsiriano@awwa.org. Writing samples/example of training materials will be considered supplemental materials and will not be counted against the ten-page RFP page limit.

All proposals responding to this RFP shall include the following:
1. **Transmittal letter** on official business letterhead including:
   a. Name of the responder submitting the proposal
   b. Name, title, address, telephone number, and e-mail address of the individual to contact for further information
   c. Name, title, address, telephone number, and e-mail address of the individual authorized by the responder to contractually obligate the responder’s organization

2. **Project Manager and Staff:** Describe the experience of the individuals who will be assigned to the project. Describe the qualifications of each individual and include a brief resume or summary paragraph for each person, with an emphasis on training and condition assessment experience and knowledge.

3. **Organization:** Provide a brief description of the responder’s organization and indicate how many years the responder’s organization has been providing the services sought by AWWA. If different from the address given above, please identify the address of the facility from which services will be performed.

4. **Scope of Services:** Provide a description of responder’s understanding of and willingness to comply with the scope of work described in Section II.

5. **Timeliness:** Provide a statement of assurance that the time deadlines for deliverables will be met. The overall project schedule is as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
<th>Schedule</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Progress report</td>
<td>August 2020</td>
</tr>
<tr>
<td>3</td>
<td>Completion of Draft Training Materials</td>
<td>October 2020</td>
</tr>
<tr>
<td>4</td>
<td>Completion of Final Training Materials</td>
<td>December 2020</td>
</tr>
<tr>
<td>5</td>
<td>Project completion</td>
<td>December 31, 2020</td>
</tr>
</tbody>
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6. **Project Budget:** The maximum TEC funding for this project is $30,000.00. Please indicate your ability to complete the project within this “not to exceed basis” amount.

7. **References:** We request three (3) professional references. Please include the company name, company address, contact person, contact information, and any other relevant information.

**IV. EVALUATION PROCESS**

The Project Advisory Committee (PAC) will independently evaluate the proposals received using a 100-point scale based on the criteria below. These evaluations will be used to help AWWA staff select a contractor. The PAC will then work with AWWA staff to complete a contract with the selected Contractor.

- Understanding of work to be performed. (10 points)
- Qualifications and experience of staff that will perform the work (50 points). For example:
o Understanding of the key components of Condition Assessment Programs and Projects.
o Experience developing and implementing Condition Assessment Programs and training for water utilities.
o Understanding condition assessment strategies, technologies and methods for all water utility asset types.
o Using data to conduct failure analyses and inform asset management decisions.
o Curriculum development experience and skills.

- Demonstration of ability to complete the work including submission of all deliverables by December 31, 2020. (10 points)
- Proposal budget/ costs (15 points)
- References (15 points)

In making its award, AWWA shall not discriminate based on race, color, nation origin, gender, religion or disability. Note, this is not a “lowest bid” project.

V. MANDATORY CONTRACT TERMS

Submission of a proposal indicates the responder’s acceptance of the conditions contained in this RFP and the following provisions to be included in the final contract. A responder may specifically object to any provision of this RFP, including the following contract provisions, and provide a suggested alternative provision. AWWA will determine if an offered alternative is acceptable. AWWA reserves the right not to award any contracts as a result of the RFP process.

A. Statements and payment. Contractor shall submit invoices and payment will be according to the following schedule:

1. Completion of progress report $ 5,000
2. Completion of draft training materials $15,000
3. Completion of final training materials $10,000

The maximum funding for this project is $30,000.00. Proposals that can complete the project with all deliverables to high professional standard at a lower cost will be looked upon favorably. Note however, that this is not a “lowest bid” project.

Based on the $30,000.00 budget, payment will be according to the above schedule and upon receipt of an approved invoice (these amounts will be adjusted accordingly if the selected proposal is for less than $30,000.00).

AWWA shall have no obligation to pay invoices until AWWA determines services have been satisfactorily performed. If it determines services performed are acceptable, AWWA will issue payment within thirty (30) days after receipt of Contractor’s Invoice.

B. Independent Contractor. It is the expressed intent of the parties that Contractor is an independent contractor and not the agent, employee, servant, partner or joint venture of AWWA and that:
1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING WHERE APPLICABLE, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION INSURANCE, PAYROLL AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY AWWA.

2. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE, WORKERS’ COMPENSATION, OR ANY OTHER BENEFITS FROM AWWA OR ITS INSURERS.

3. Contractor does not have the authority to act for AWWA, or to bind AWWA in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of AWWA.

4. Contractor has and hereby retains control of and supervision over the performance of Contractor’s obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder;

5. Contractor may provide similar services to the general public, and is not required to work exclusively for AWWA.

6. All Services are to be performed solely at Contractor’s own risk, and Contractor shall take all precautions necessary for their proper performance.

7. Contractor will acquire and maintain in full force and effect all permits, licenses, certifications, and insurance required by AWWA. Failure to comply with this paragraph is grounds for immediate termination of this agreement.

C. Contractor Responsibilities. In addition to all other obligations contained herein, Contractor agrees:

1. to except as otherwise expressly identified in a contract and/or exhibit as being furnished by AWWA, to furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services;

2. to perform Services in accordance with the highest professional workmanship and service standards in the field to the satisfaction of AWWA;

3. to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor; and

4. to carry at all times at its own expense automobile insurance coverage, workers compensation insurance, where and to the extent required by law, and such other insurance coverage as may be required by law and applicable to Contractor’s performance of Services, or as specifically stated in the contract. Proof of any required insurance shall be presented to AWWA upon its request.
5. to acknowledge that AWWA is an equal opportunity employer and does not discriminate based on age, sex, race, religion, color, and national origin or physical or mental disability. Upon execution of a contract, the contractor agrees to support AWWA’s non-discrimination policy and require all subcontractors to support this policy and abide by all laws, rules, and executive orders governing equal employment opportunity. The contractor also agrees to make available to AWWA, upon reasonable request, proof of its efforts to comply.

D. General Terms and Conditions of a Potential Agreement

1. **Severability.** If any of the provisions of an Agreement are invalid or unenforceable, it shall not affect the remainder of the Agreement, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provisions.

2. **Confidentiality.** Contractor acknowledges that, in connection with the performance of Services under an Agreement, it may receive, discover, or develop certain confidential or proprietary technical and/or business information and materials of or relating to AWWA, its business, and/or its customers and contractors (“Confidential Information”). Confidential Information includes information that was disclosed or developed prior to the agreement’s effective date, to the extent it relates to AWWA, its business, members, contractors and/or operations. Contractor hereby agrees: (i) to hold and maintain in strict confidence all Confidential Information and not to disclose it to any third party; and (ii) not to use any Confidential Information except as permitted by the Agreement or as may be necessary to perform its obligations under the Agreement. Upon AWWA’s request to Contractor to do so, Contractor shall promptly return to AWWA, and shall destroy hard copies and delete from any of its electronic storage devices, all materials containing, embodying, or referring to the Confidential Information of AWWA.

3. **Intellectual Property.** The products of the Services and an Agreement shall be the sole and exclusive property of AWWA, free from any claim or retention of rights thereto on the part of Contractor, its employees, or other parties. Contractor hereby represents and warrants that any work product delivered to AWWA hereunder shall constitute an original work of authorship and shall be free from any claims of infringement or other rights thereto. The parties agree that all such work product shall be “works made for hire” within the meaning of the U.S. Copyright Act and for all such products AWWA shall be deemed to be the “author” and shall have sole ownership, right, title and interest in all intellectual property rights embodied therein, including all copyrights, invention rights, patent rights, and trade secret rights. In the event that such work product is not considered “works made for hire,” Contractor, on behalf of itself and its employees, hereby assigns to AWWA all rights, title and interest in and to all copyrights, invention rights, patent rights, trade secret rights, and any other intellectual property rights contained or embodied in any work product developed in whole or in part by Contractor hereunder to AWWA. Contractor further agrees to give AWWA, and any other person designated by AWWA, all assistance reasonably necessary to perfect its rights pursuant to this paragraph, and Contractor agrees not to use, sell, transfer, assign, or plagiarize any work product that is developed hereunder.
4. **Entire Agreement, Amendments and Modification.** The Agreement would constitute the entire Agreement between AWWA and Contractor with respect to the subject matter of the Agreement and these provisions shall supersede or replace any prior or contemporaneous understandings and agreements. The Agreement may not be modified or amended except in writing with the same degree of formality with which the Agreement has been executed.

5. **Indemnification/Insurance.** Responder shall indemnify, defend, and hold AWWA harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Responder in connection with the Contract or project.

   AWWA shall indemnify, defend, and hold Responder harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of AWWA in connection with the Contract or project.

   The Contractor will provide proof of insurance prior to signing a contract. The Contractor shall carry at all times at its own expense workers compensation insurance, automobile insurance coverage, where and to the extent required by law, and such other insurance coverage as may be required by law and applicable to the performance of services.