American Water Works Association

Request for Proposal

Developing eLearning on Stormwater Best Practices in Rural Communities

Issued by: AWWA Technical and Educational Council
Issue date: March 25, 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:

Stormwater management is an important role for communities to properly control the environmental impact of stormwater pollution and runoff on the surrounding community and environment. However, for many small communities the responsibility for stormwater is unclear, and many not always be the role of the water utility. Similar uncertainty can rise in finding funding or resources to pay for needed stormwater solutions. Resources are needed to assist smaller communities experiencing clear and present stormwater issues to provide guidance on how to take effective action to address this pressing need.

The selected contractor will develop a guidance document and eLearning module for use by rural communities’ experiencing clear and present stormwater issues, thoughts on how to evaluate stormwater considerations, and take effective actions to address the identified need. Building from AWWA resources including Source Water Protection Toolkit, the selected contractor will develop participant resources materials including guidance document to support a two-hour (+/-) eLearning module that includes the following key components of securing stormwater funding:

- (Background) Stormwater 101 – Understanding of the community’s identified stormwater concerns, common BMPs effective in rural communities, and lifecycle costs of traditional approaches.
- (Evaluation) Guidance on successful approaches to stormwater efforts in rural areas
- Develop or highlight case studies with effective outcomes in rural communities.
- (Next steps) Securing finance and funding strategies
- Identify potential sources available to communities to apply for funding - Preliminary guidance on application, approval and construction process requirements
Once funding is secured – any residual requirements including ongoing inspection, maintenance and reporting

The training materials must feature:

- Provisions for small sized utilities recognizing that there is no one-size-fits all solution for managing water infrastructure; and
- Interactive discussions and activities that demonstrate how to apply the content to address the needs of eLearning participants; and
- Tailored content for operators and managers at small-sized utilities (serving < 3,300 people).

This project is led by AWWA staff.

The scope of work identifies the following tasks:

**Task 1. Develop Resource Materials**

Task 1 includes the research, design, and development of resource materials, including guidance document, that will be used to support the two-hour (+/-) eLearning module. Topics for exploration would include green infrastructure, lifecycle costs of traditional stormwater approaches, a survey of do’s and don’ts, highlighting good rural outcomes. Resources would provide community’s guidance on:

- What to do? Successful approaches and avoid common fails (i.e., identify issues and possible solutions, perform public outreach, gain support, feasibility studies, possible solutions, prelim engineering report, design/build, application and approval, and ongoing inspection)
- Funding (i.e., potential sources, user fees, stormwater authority/mil levy, revenues drive repayment of loans)
- Share Case Studies relevant to target audience to demonstrate progress in similar relatable communities.

**Task 2: Finalize Materials**

AWWA staff will review the draft eLearning materials and provide comments to the contractor. All review comments should be addressed and incorporated into the final eLearning resources (see list above).

The contractor will submit all draft and final materials electronically. Conference calls will be coordinated between the contractor and AWWA staff to discuss feedback as needed during the review of draft and final materials.
Additional Information

AWWA is seeking a qualified contractor that has a firm understanding of stormwater in the water sector. AWWA staff 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.

The funding has been approved and AWWA staff will provide input for the project.

III. PROPOSAL TERMS AND CONDITIONS AND SUBMITTAL INSTRUCTIONS

A. AWWA Contact Person

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

Marianne Ventrello  
American Water Works Association  
6666 W. Quincy Avenue  
Denver, CO 80235  
303.347.6250  
mventrello@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>March 27, 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>April 24, 2020</td>
</tr>
<tr>
<td>Notification of Successful Responder</td>
<td>April, 2020</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>April 30, 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 staff.

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 mventrello@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 individual.

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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Progress report; draft Guidance document and eLearning</td>
<td>June 12, 2020</td>
</tr>
<tr>
<td>2</td>
<td>Completion of Guidance Document; Final eLearning Materials</td>
<td>July 10, 2020</td>
</tr>
<tr>
<td>3</td>
<td>Project completion</td>
<td>July 24, 2020</td>
</tr>
</tbody>
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6. **Project Budget:** The maximum TEC funding for this project is $9,000.00. 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 proposals received will be evaluated using a 100-point scale based on the criteria below. These evaluations will be used to help select a contractor. AWWA staff will then work 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 (40 points). For example:
  - Understanding of the key components of Stormwater Issues and guidance
  - Experience developing and implementing stormwater training for water utilities.
  - Curriculum development experience and skills.
- Demonstration of ability to complete the work including submission of all deliverables by July 24, 2020. (15 points)
- Proposal budget/ costs (15 points)
- References (20 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 and draft eLearning $ 6,000
2. Completion of final eLearning and materials $ 6,000

The maximum funding for this project is $12,000.00. 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 $12,000.00 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 $12,000.00).

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.

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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.