American Water Works Association

Request for Proposal

Water Utility Disinfection Survey

Issued by: Technical and Education Council
Issue date: January 17, 2017
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 approximately 50,000 members, AWWA represents the full spectrum of the water community, including, but not limited to, treatment plant operators and managers, scientists, environmentalists, manufacturers, consultants, academicians, regulators, and others who hold genuine interest in water supply and public health. Membership includes more than 4,700 utilities that supply water to roughly 180 million people in North America. You may obtain further information about AWWA 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.

Objective

The AWWA’s Disinfection Committee is working to conduct a Water Utility Disinfection Survey among drinking water utilities. The primary objective is to compile information on key disinfection-related issues and practices at drinking water utilities, and to identify trends in disinfection among the survey group based on recent changes in legislation, costs, system effectiveness and other factors. Additionally, the Disinfection Committee anticipates the findings of this effort will also serve as the basis for additional research, best management practice development, educational efforts, and publications within AWWA.

Background

The Disinfection Committee is tasked with taking the lead within AWWA for advocating and educating membership on key disinfection-related issues and practices at drinking water utilities. The Disinfection Committee surveys water utilities approximately every 8-10 years regarding drinking water disinfection practices. This project will be the fifth in a series of disinfection surveys completed since 1978, providing over 40 years of results to predict trends, assess the impact of technological advancements and regulations, and review the relative advantages and disadvantages of the various forms of disinfection that are currently available. The main objective of this project is to capture this varying knowledge within the membership and also inform members about common treatment practices as well as the impacts of the regulatory requirements and other disinfection-related challenges facing the drinking water industry.
Scope of Work

The scope of work for this project will include the following tasks:

Task 1: Review of Survey Content and Format

The Disinfection Committee will work with AWWA staff and the Project Advisory Committee to develop the content and questions of the survey. The draft survey will be documented in Microsoft Word or similar. The selected contractor will be required to review the draft survey and evaluate for inconsistencies, errors, and/or inherent biases. Following its review, the contractor shall submit comments and suggestions in “Track Changes” mode or similar documentation.

Task 2: Data Validation, Organization and Evaluation of Survey Results

The survey will be implemented via SurveyMonkey by AWWA staff in cooperation with the Disinfection Committee and the Project Advisory Committee. The results of the survey will be provided to the contractor in raw form as exported by AWWA from SurveyMonkey.

The contractor will be required to provide an organized compilation of survey data within a searchable tool such as Microsoft Excel. The contractor will perform appropriate data validation measures and analyze the data for trends, including detailed characterization of all key areas addressed in the survey. Analysis shall include statistical evaluation to determine statistical significance (e.g., margins of error) of individual responses as well as the survey as a whole. Free-form responses shall be analyzed thematically.

It is anticipated that the survey will consist of 400-700 potential individual (discrete) responses divided among 30 multi-part questions with answers consisting of multiple-choice, quantitative and qualitative fill-in-the-blank, and short-answer free-form responses. The previous survey received 312 responses, though not all surveys were completed in full. Multiple survey formats (questions and length) may be prepared to correspond to recipient size. The contractor is encouraged to review the previous reports as referenced in the Additional Information section below to ascertain potential scope and content of survey.

Task 3: Prepare Draft and Final Reports

The contractor will provide a detailed written report including text, figures and tables. The report will describe at a minimum the survey objectives, approach, response rates, a description of participating utilities according to size and state, survey findings (including trends and characterization of key areas), plausible conclusions related to survey responses, and any recommendations supported by the survey results. The contractor will submit a draft report (Task 3A) for review by AWWA, the Disinfection Committee, and the Project Advisory Committee. All review comments should be addressed and incorporated into a Final Report (Task 3B). For both draft and final versions, contractor shall submit the report electronically and with five (5) bound hard copies.
Deliverables

The expected deliverables from the project will include the following:

1. A complete compilation of all collected data in a searchable electronic format.
2. Summary written report of data and analysis.

Additional Information

Below are the 2007 Disinfection Survey committee reports for your reference:

- Disinfection Survey, Part 1 -- Recent Changes, Current Practices, and Water Quality
- Disinfection Survey, Part 2 -- Alternatives, Experiences, and Future Plans

III. PROPOSAL TERMS AND CONDITIONS AND SUBMITTAL INSTRUCTIONS

A. AWWA Contact Person

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

Alex Gerling
American Water Works Association
6666 W. Quincy Avenue
Denver, CO 80235
303.347.6239
agerling@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>1/17/2017</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>2/17/2017</td>
</tr>
<tr>
<td>Notification of Successful Responder (Approx. date)</td>
<td>3/3/2017</td>
</tr>
<tr>
<td>Contract Finalization and Notice to Proceed</td>
<td>3/10/2017</td>
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<tr>
<td>Contract Completion</td>
<td>12/31/2017</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 respondents.
related to the RFP. Top responders may be required to make presentations to the AWWA Project Evaluation Team.

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.

D. **Submittal Format and Requirements**

Proposals submitted in response to this RFP shall be no longer than 10 pages in 11-point font (excluding qualifications, resumes, and supporting documentation). Please submit only a PDF version of your proposal by email to Alex Gerling at agerling@awwa.org

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 email address of the individual to contact for further information
   c. Name, title, address, telephone number, and email 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>Tentative Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review of Draft Survey Content (Task 1)</td>
<td>May 2017</td>
</tr>
<tr>
<td>2</td>
<td>Survey Period</td>
<td>July 1 – August 30, 2017</td>
</tr>
<tr>
<td>3</td>
<td>Raw Data Delivered to Contractor</td>
<td>September 18, 2017</td>
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<tr>
<td>4</td>
<td>Completion of survey data analysis and delivery of organized electronic format (Task 2)</td>
<td>October 16, 2017</td>
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<tr>
<td>5</td>
<td>Draft Report delivery (Task 3A)</td>
<td>November 1, 2017</td>
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<tr>
<td>6</td>
<td>Completion of Final Report (Task 3B)</td>
<td>December 18, 2017</td>
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6. **Project Budget:** The maximum TEC funding for this project is $12,000. 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 will independently evaluate the proposals received and will select a qualified contractor. The Project Advisory Committee will then work with AWWA to complete a contract with the selected contractor.

The Project Advisory Committee will use, but are not limited to, the following criteria to evaluate the proposals:

- Expression of interest in the work.
- Prior experience in conducting similar research and/or survey project.
- Ability to provide evidence of experience with data validation, evaluation, and analysis.
- Ability to complete the work including submission of all deliverables by the specified deadlines.
- Ability to participate in project progress report sessions via teleconference.
- High quality report writing experience and skills. Writing samples/example research reports will be considered supplemental materials and will not be counted against the 10 page RFP page limit.

In making its award, AWWA shall not discriminate on the basis of race, color, national origin, gender, religion or disability.

**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 Task 1 $1,000.00
2. Completion of Task 2 $4,000.00
3. Completion of Draft Report (Task 3A) $4,000.00
4. Completion of Final Report (Task 3B) $3,000.00

The maximum funding for this project is $12,000. 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 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).

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 WTTHHELD 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 on the basis of 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.