



REQUEST FOR PROPOSALS
TO
MANAGE, OPERATE, AND MAINTAIN
THE
CITY OF ST. MARYS, GEORGIA
WATER AND WASTEWATER TREATMENT
FACILITIES

October 2020

REQUEST FOR PROPOSALS
Management, Operations, and Maintenance of the City of St. Marys, GA
Water and Wastewater Treatment Facilities

REQUEST FOR PROPOSALS
MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE CITY'S WATER AND
WASTEWATER TREATMENT FACILITIES

Due Date - November 17, 2020; 2:00 PM EST.

The City of St. Marys, Georgia is requesting proposals from qualified firms wishing to provide professional services for the Management, Operations, and Maintenance of the City's Water and Wastewater Treatment Facilities.

Responses to this Request for Proposals (RFP) must be addressed and delivered to the City of St. Marys Finance Department; 418 Osborne Street, St. Marys, GA 31558 no later than **Tuesday, November 17, 2020 at 2:00 p.m. (EST)**The proposals will be opened publicly at this time and vendor's names will be read aloud. Proposers must submit five (5) copies in a sealed package clearly labeled with the submitting company's name and address, as well as the words "**Request for Proposals – Management, Operations, and Maintenance of the City's Water and Wastewater Treatment Facilities**" on the outside of the envelope. Any proposal not received by the deadline, or not marked appropriately, will not be opened for consideration. Neither faxed nor email submissions will be accepted. No proposal may be withdrawn for a period of ninety (90) days after the above opening date.

Copies of the complete Request for Proposals document may be obtained from Mrs. Sarah Lee in the City of St. Marys Finance Department located at 418 Osborne Street, St. Marys, Georgia, 31558. Copies may also be requested via phone at 912-510-4045 or email at slee@stmarysga.gov. A street address, contact person, phone and fax number must be provided to ensure prompt delivery and notification of addenda.

Questions regarding this RFP may be directed in writing to the City of St. Marys Public Works Director, Bobby Marr, at 418 Osborne Street, St. Marys, Georgia, 31558 or by email at bmarr@stmarysga.gov

All required Contract Documents, Performance Bond and proof of meeting the City's Insurance Requirements must be fully completed and executed by the Contractor and his/her Surety and submitted to the Owner on or before the issuance of Notice to Proceed.

The City of St. Marys will select the proposal that, in its sole discretion is the most responsive and responsible to the City. The City is not liable for any cost incurred by vendors in the preparation of this proposal.

Unauthorized contact regarding this request for proposals with staff or elected officials may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of St. Marys. Vendors should rely only on written statements.

The City of St. Marys, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response

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to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

The Owner reserves the right to reject any or all proposals, to waive informalities and to re-advertise, pursuant to federal and state law.

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REQUEST FOR PROPOSAL OVERVIEW

A) INTRODUCTION

Since 2018, the City of St. Marys has contracted the operation and maintenance of the City's wastewater treatment plants. The City recently decided to terminate the existing professional service contract and to seek new proposals to include the management, operations and maintenance of the City's water and wastewater treatment facilities.

Facilities include:

- Dandy Street Water Treatment Facility
- Old Jefferson Water Treatment Facility
- Colerain Road Water Treatment Facility
- Cumberland Harbor Booster Plant Facility
- Three Elevated Storage Tanks
 - Colerain Road
 - North Dandy Street
 - Cumberland Harbor
- Three deep wells. (Upper Floridian Aquifer)
 - Colerain Road
 - North Dandy Street
 - Old Jefferson
- 4.0 MGD wastewater treatment facility located at 300 North River Causeway
- 0.5 MGD wastewater treatment facility (currently not in operation but will be placed back in service if needed) located at 204 Sewage Treatment Plant Road.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Georgia and the City of St. Marys, invites qualified firms (Proposers) to submit their Proposals to provide the services described. Subject to approval by the City, the contract term under consideration is for five years.

B) PURPOSE

The City of St. Marys is soliciting proposals for a Treatment Facilities Contract Operator (Contractor) to provide treatment operations full-service management, operations, and maintenance of the City's water and wastewater treatment facilities (Facilities) as an independent contractor to the City.

In issuing this RFP, the City is seeking to ensure the overall efficiency and operation of the Facilities by contracting with a firm having the technical and financial resources to perform the required operation, maintenance, and management services.

The City's ultimate objectives for operation of the Facilities is to select a Contractor who will provide a strong technical support team, operate in compliance with state and federal regulations, and improve maintenance and operational efficiencies. The City is seeking a contractor experienced in developing and implementing plans that reduce exposure to risks related to regulatory compliance and safety.

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C) SCOPE OF SERVICE

The Contractor will be responsible for all operations, maintenance and management duties required to ensure efficient and effective operation of the Water and Wastewater Facilities. These duties include, but are not limited to:

- Day to day operations and monitoring.
- Prepare and submit all required reports to the regulatory agencies and to the City of St. Marys. The City shall be copied on all regulatory correspondence.
- Assist the City with any spill notifications and any sampling requirements resulting from a spill within the sanitary sewer collection system.
- Prepare and implement the City's Watershed Protection Plan requirements.
- Annual and Monthly Reporting and Sampling.
- Perform all required water permit conditions. (Monthly BT samples, flushing program, lead samples, UCMR testing, etc.)
- Assist the City with the City's BFP program.
- Laboratory and analytical services.
- Performing scheduled preventive, predictive maintenance, and asset management functions to ensure the long-term efficient operation of facility infrastructure.
- Performing any unscheduled maintenance, repairs, and replacements as needed on infrastructure components.
- Maintaining operations and maintenance records for all infrastructure components in electronic format.
- Contractor shall perform all maintenance activities in conformance with manufacturer recommendations unless pre-approved by the Owner. Contractor shall provide the City with a monthly detailed report of activities including corrective, preventive, predictive maintenance, and repairs.
- Conduct a "repair vs. replace" analysis for all Repairs for the Facilities. The analysis will be submitted to the Owner for a decision concerning repair or replacement. The cost of Repairs shall not include the salary cost of Contractor's onsite personnel making such repair.
- Maintaining the inventory and electronic inventory records for the consumable supplies needed for system operations and maintenance.
- Perform preparation for anticipated new regulatory requirements
- Provide the necessary personnel with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified, and where appropriate, the certification requirements mandated by the State of Georgia.
- Maintain aesthetics of the Facilities; in general, maintain all facilities in a clean, neat and orderly fashion; administrative and other occupied spaces shall be kept clean, dry and habitable; other spaces and floors shall be clean and free of sewage, screenings, sludge, and other debris; settled grit, grease, and floatable material shall

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be cleaned and removed from liftstation wet wells at the plants; equipment, tools, and material will be properly stored; trees and shrubs shall be kept trimmed, grass shall be maintained at a height of less than six (6) inches, and other grounds shall be free of noxious weeds.

- Buildings, structures, equipment, and piping shall be maintained and painted to minimize deterioration and corrosion. Submerged metal components require special preparation and painting techniques and are exempt from this provision.

The Owner shall be responsible for direct payment of the following Facility operating costs:

- Electricity
- Internet, landline telephone, and SCADA communication services
- Domestic garbage service
- Residuals disposal hauling & tipping fees (biosolids, grit, and screenings)
- Bulk chemicals

The City may entertain alternative base fee arrangements for chemicals and utilities if the Proposer proposes an alternative method which is more advantageous to both the City and the Proposer.

The operations will be performed to comply with all federal, state, and local laws and regulations. The Contractor shall also be responsible for operating, maintaining, and managing the Facility pursuant to the requirements in this scope of work. The services shall be provided in a safe, secure, effective and efficient manner and shall meet the highest standards prevalent in the industry.

D) INFORMATION TO OFFERORS

1) SUBMISSION

All Respondents must submit five (5) hard copies and one (1) digital copy (PDF format) on a USB drive of their proposal package to the City for review. The complete Package must be received by **2:00 pm., November 17, 2020**, local time.

Each package shall contain the full name and address of each person/company submitting the package. It shall also contain the words “Request for Proposals – Management, Operations, and Maintenance of the City’s Water and Wastewater Treatment Facilities” on the outside of the sealed submittal envelope. All Respondents should be aware that oral presentations may be required.

Responses are to be addressed to:

City of St. Marys Finance Department
Attn: Sarah Lee
418 Osborne Road
St. Marys, Georgia 31558

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of St. Marys

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The City of St. Marys shall assume no responsibility for responses that are received after the prescribed time, or that are not properly addressed or identified.

2) CONTACT PERSON

Questions should be submitted in writing to Bobby Marr, Public Works Director, City of St. Marys, 418 Osborne Street, St. Marys, GA 31558, or by email at bmarr@stmarysga.gov.

The deadline for questions or comments will be 2:00 pm, November 10, 2020. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

3) ADDITIONAL INFORMATION/ADDENDA

The City of St. Marys will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date.

Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Proposers must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Submittals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer.

4) LATE SUBMITTAL AND/OR LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered.

The City of St. Marys assumes no responsibility for the premature opening of a submittal not properly addressed and identified, and/or delivered to the proper designation.

5) REJECTION OF SUBMITTALS

The City of St. Marys reserves the right to reject any or all bids, to waive informalities and to re-advertise, pursuant to federal and state law.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

6) MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7) COST INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of the RFP to the City of St. Marys, or any work performed in connection therewith is the responsibility of the proposer(s).

8) RFP OPENING

A list of names of firms providing Proposals may be obtained from the contact person

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after the Proposal due date and time stated herein.

E) EQUAL OPPORTUNITY

The consultant and any sub consultants proposed shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

F) NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

Disadvantaged Business Enterprise (DBE) utilization is strongly encouraged. Proposed DBE firms are to be certified by the Georgia Uniform Certification Program.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

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5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

G) CONTRACT AND BONDS:

- 1) The bidder to whom award is made shall enter into a written contract with the City of St. Marys within the time specified in the Bid Documents.
- 2) No contract with the City of St. Marys, Georgia for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of the City of St. Marys, Georgia. Sample Performance Bond is included in this packaged.

Performance Bond Requirements

The Performance Bond shall be in the amount of at least the total amount payable by the terms of the Contract.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

H) CONTINUITY OF SERVICES

To ensure continuity of essential services, the successful proposer shall be prepared to fully commence work upon Notice to Proceed by the City and should not assume that the employees of the current Contractor will be available to guide, direct or specifically orientate each Contractor employee. Any unforeseen or additional cost borne by the successful Contractor as a result of the start-up activities will strictly be the responsibility of the Contractor and not the City of St. Marys.

I) INSURANCE

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The successful Respondent shall have and maintain in full force and effect for the duration of this agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City's Attorney to form and content.

Consultant shall maintain insurance policies with coverage and limits no less than:

Commercial General Liability of \$5,000,000 (five million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

Self-Insured Retentions: Any self-insured retentions must be declared to and approved by the City so that the City may ensure the financial solvency of the Contractor.

Insurance is to be placed with insurers with an A. M. Best rating of no less than A-VII. Contractor shall furnish the City with certificates of insurance prior to the start of work.

J) HOLD-HARMLESS AND INDEMNIFICATION CLAUSE

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this agreement. The Consultant shall bear all losses and damages directly and indirectly resulting to it on account of the performance or character of the work rendered pursuant to this agreement. Consultant shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, agents, Owner's lender, Architect and Architect's consultants, agents, and employees (hereinafter referred to as the "Owner Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder.

This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Owner or Owner Parties. Such obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Owner or Owner Parties by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor

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under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Owner and Owner Parties shall survive expiration or termination of this Agreement provided that the claims are based upon or arise out of actions that occurred during the performance of this agreement.

K) TERMINATION

Both Parties to this agreement may terminate the agreement without cause and without prejudice by providing the other Party a written notice of termination 60 days in advance of the termination date. All satisfactory work completed by the vendor prior to the termination will be an obligation that must be honored by the City of St. Marys.

L) ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- i. The form must be signed by an authorized officer of the contractor or their authorized agent.
 - ii. The form must be notarized.
 - iii. The Consultant will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City of St. Marys and the Consultant complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of St. Marys a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the Consultant if necessary.
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Submittal Format

A) PROPOSAL REQUIREMENTS

The RFP is to contain the following, qualifications, and technical approach from firms capable of providing full-service operations, maintenance and management of the water and wastewater treatment facilities.

Contents of response package must be limited to 50 pages and include the following information in the order specified.

1. **Introduction (Transmittal Letter)**
2. **Background and Experience**
3. **Personnel/Professional Qualifications**
4. **Operation and Maintenance Plan**
5. **Personnel Transition Plan**
6. **Draft Operation, Maintenance and Management Contract**
7. **Price Proposal**

1. **Introduction (Transmittal Letter)**

By signing the letter, the Respondent certifies that he/she is authorized to bind the Respondent. The RFP response should include:

- A. A brief statement detailing the Respondent understanding of the scope of the work to be performed.
- B. A confirmation that the Respondent meets the appropriate State licensing requirements to perform the necessary services.
- C. A confirmation that the Respondent has been in business for at least five (5) years.
- D. A confirmation that the Respondent has successfully held at least one five-year contract for a system of comparable size and complexity.
- E. A confirmation that the Respondent has not had a record of substandard work within the last five years.
- F. A confirmation that the Respondent has not engaged in any unethical practices within the last five years.
- G. A confirmation that if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract.
- H. Any other information that the Respondent feels appropriate.
- I. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFP response.

2. **Background and Experience**

- A. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, and any recent or materially significant proposed change in ownership.

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- B. Describe any prior engagements in which Respondent's firm assisted a governmental entity in dealings with operations, maintenance and management services of municipal water and wastewater treatment facilities. Respondent should provide the names, phone numbers, and email addresses of contact persons in the organizations for whom any projects referenced in this section were conducted. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules.
- C. Describe the firm's workload and current capacity to accomplish the requested services.
- D. Respondent must have been in the business of providing full services public-private partnership agreements for operation, maintenance, and management of water wastewater treatment facilities for at least five (5) years. Full service public-private partnership contracts do not include consulting contracts or contracts for the management of a portion of a treatment facility, or providing operation consulting within a consulting engineering practice.
- E. Respondent must have operated a water and wastewater treatment facilities of comparable sizes and complexities or at least five (5) years. In addition, Respondent must have operated at least one (1) Sequencing Batch Reactor (SBR), or a system of greater than or equal complexity for a minimum of five (5) years. All facilities shall be located within the United States (preferably in Georgia) and shall be under U. S. EPA and appropriate state environmental regulatory agency jurisdiction.
- F. Describe any issue or characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the requested services.
- G. Describe experience with systems that are of comparable sizes and complexities as the City of St. Marys. Furnish as a minimum, all staffing for each facility, client name, contact, address, phone number and a description of each facility in terms of size and treatment processes. All facilities shall be located in the United States or its possessions and shall be under the jurisdiction of the US EPA and the appropriate State regulatory agency. Facilities that are owned and operated by the contractor will not be considered.

3. Personnel/Professional Qualifications

- A. Include resumes or curriculum vitae of staff members involved in the on-site oversight of the requested services.
- B. Provide the full name, tax identification number and corporate office address of the responding entity which would ultimately enter into a contract with the City.
- C. Provide a description of and tenure at contract operations projects that the respondent is currently operating and maintaining in the State of Georgia.
- D. Describe the insurance policies carried by the respondent (General Liability, Automobile, Pollution etc.)

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- E. Estimate the number of persons to be assigned to this project, hours on site daily, and the current state licensure that will be required for these positions. Also identify personnel that will serve as on-call for after hour emergencies.
- F. Provide evidence that there is extra staff and equipment to supply any necessary maintenance or emergency services to the City of St. Marys, Georgia, including after normal business hours or during times of emergency events.

4. Operation and Maintenance Plan

- A. Provide a listing of specific individuals that the respondent will assign to this partnership and provide the background and experience of those individuals.
- B. Describe your approach for performing preventive maintenance on the City's facilities. Identify which tasks are self-performed and which tasks you propose to use subcontractors.
- C. Describe your approach for performing equipment assessments and capital forecasting on the City Facilities. Identify which tasks are self-performed and which tasks you propose to use subcontractors.
- D. Describe any enhancements the respondent will make in operations and maintenance of the City's facilities.
- E. Describe the respondent's approach to quality control, quality assurance, and health and safety.

5. Personnel Transition Plan

- A. Provide an organizational chart illustrating how the project will be managed.
- B. Summarize the experience and respective roles of the management team that will support on-site staff throughout the project.
- C. Describe the respondent's plan for assuming operational responsibility for this project.
- D. Provide resumes on the corporate and technical resources that will directly support on-site staff throughout the project.

6. Draft Operation, Maintenance and Management Contract: Include a draft OM&M agreement for the City to review.

- A. Provisions for compliance with all applicable laws and regulations regarding the operation, maintenance, and management of the facility and reporting requirements and a process control system which furnishes complete and accurate records.
- B. Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or city by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the respondent's negligence during the period of the partnership.

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- C. Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employee etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the respondent's negligence during the period of the partnership.
- D. Provision of comprehensive liability insurance policies including the City as an additional insured for bodily injury and/or property damage in an amount of not less than five million dollars (\$5,000,000); a certificate of such insurance shall be submitted to the City upon signing of the agreement.
- E. Provision of a fixed dollar value for Repair and Replacement such that the respondent's obligations will be explicit as to maintenance of the City's equipment and facilities. Such R & R limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for R & R should be outlined.
- F. Provision that the respondent shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City and assist the City in enforcing existing equipment warranties and guarantees.
- G. Provision that the respondent shall operate all facilities such that odor and noise shall be effectively controlled and that no avoidable disruption of adjacent neighborhoods shall result.
- H. Provision that the respondent shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented and all portions of that program shall be adhered to.
- I. Provision that the respondent shall provide the City with full documentation that maintenance is being performed on all City owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City.
- J. Provision that within the first ninety (90) days, the respondent shall provide the City with a listing of any recommended capital improvements the respondent believes will be required for any of the facilities covered under the partnership.
- K. Provision for the term of the agreement between the City and the respondent is for five (5) years with a five (5) year option period and the mechanism(s) or alternatives to the annual price adjustment to be described by the respondent.
- L. Provision for the City and respondent to negotiate an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes. The adjustment approach alternatives shall be described by the respondent.

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- M. Provision that allows “termination for convenience” by the City and/or respondent.
- N. Provision that the respondent shall be responsible for regulatory compliance. Respondents’ performance in this regard shall be excused for uncontrollable circumstances.

7. PRICE PROPOSAL

A Price Proposal shall be provided. The submittal document for complying with the Price Proposal portion of this procurement must contain at least the following topics:

- Summary
- Details of price proposal for operating and maintaining the current scope of services
- Concepts of pricing adjustments on an annual basis
- Terms and conditions
- Draft of proposed Agreement

The price shall identify all appropriate terms and conditions associated with the Price Proposal. All pricing exceptions shall be noted. Failure to do so will be considered cause for disqualification.

The Contractor should present information in their Price Proposal that defines the general allocation to each proposed contract service area such that the combined individual sub-budgets equal the total price.

The Price Proposal shall be submitted in accordance with the following format and shall be complete in every detail. The price shall identify all appropriate terms and conditions associated with the Price Proposal. All pricing exceptions shall be noted. Failure to do so will be considered cause for disqualification. The following definitions shall be applicable to the price items requested in this section:

- Personnel Services – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees.
- Materials and Supplies – Includes, but is not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories and maintenance, office supplies, duplication and photo supplies, medical supplies, laboratory supplies and chemicals, clothing and uniforms and other materials and supplies.
- Maintenance and Repair Limit Budget – Includes the total of all routine and preventative maintenance and repair expenditures including, but not limited to, repair parts, maintenance equipment, maintenance supplies, outside maintenance services, oil and grease, packing and maintenance equipment rental. Contract Operator’s on-site labor shall not be included in this budget and is considered under Personnel Services.
- Lab Testing/ Water and Wastewater Process Control Testing Strategies – Includes, but not limited to, managing and performing all testing pertaining to the NPDES permit limits, process control measures, Watershed Protection Plan, and any spill testing requirements. All testing as required by the City’s Water Permit, including

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Bacterial Testing, Lead/Cooper testing, UCMR testing, etc.

- Other – Includes amortization of contractor-furnished capital and start-up costs and be inclusive of any and all expenses not identified in any other specific category.
- Pricing shall be presented using the following format:

Price Proposal for First Full Year of Operation for the Current Scope of Services

Expenditures	
Personnel Services	\$
Materials/Supplies	\$
Maintenance and Repair Limit*	\$ 50,000.00
Lab Testing	\$
Other	\$
Total Price	\$

*Respondent will use an annual cap of \$50,000.00 for the Maintenance and Repair Limit. Repair and maintenance budget shall include those projects of single cost items that cost less than \$5,000, excluding Contractor’s on-site labor. The cost of any individual expenditure for the repair and/or replacement of Facilities’ equipment or structure, other than a Capital Improvement, whose unit cost exceeds \$5,000, shall be subject to the City’s prior approval. The cost of such approved expenditures shall be included in the Maintenance and Repair Limit.

The respondent should present information in their Price Proposal that defines the general allocation to each proposed contract service area such that the combined individual sub-budgets equal the total price.

SELECTIONCRITERIA

It is understood that the information contained in the RFP, as well as the experience, guarantees, and innovative approaches demonstrated therein, shall be the general basis for selection of a respondent to provide these professional services. The City expects to select the highest scoring respondent based on a structured point scoring evaluation. The scoring evaluation shall consider each respondent's ability to perform the required services, experience and technical expertise, ability to make financial and technical guarantees, corporate resources and depth, innovative approaches, and price.

The City of St. Marys shall evaluate each potential contractor in terms of:

1. Respondent Profile (10 points)
2. Respondent Experience (20 points)
3. Operating Plan (20 points)
4. Personnel Assigned to Project (20 points)
5. Draft OM&M Agreement (10 points)
6. Price Proposal (20 points)

Proposals will be evaluated and ranked on the basis of points awarded by a technical review committee of city staff. A description of the factors which will be analyzed, and the relative weight accorded each factor is illustrated above. An average for each firm will be determined based on the scores of the review committee members. Based on the number of proposals received, a short list of the top scoring firms may be called in for oral presentations to the review committee. The City may immediately begin negotiations with the selected highest scoring respondent. Should the negotiations fail to result in an executed agreement, the City may elect to terminate negotiations with the first-ranked respondent and begin negotiations with the second-ranked respondent, and so on, or cancel the process. The review committee will make a recommendation to the City Council based on the original proposal package, the oral presentations, if any, and final negotiated pricing. If approved by City Council, the City and the successful respondent shall enter into a mutually binding operation, maintenance and management agreement addressing the topics contained in this document.

OTHER PROCUREMENT INFORMATION

All questions shall be directed in writing to Bobby Marr, Public Works Director, City of St. Marys, 418 Osborne Street, St. Marys, GA 31558 or at the email address bmarr@stmarysga.gov. Questions must be received at least 10 days prior to the RFP submittal date. Contact with City officials is prohibited during the procurement process and can be considered as grounds for disqualification from the process. Copies of all questions and answers, and any addenda to supplement the RFP, will be sent to each respondent no later than three days prior to the RFP due date. Only formal written responses to properly submitted questions will be binding.

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Water and Wastewater Treatment Facilities

IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	Manage, Operate, and Maintain the Water and Wastewater Treatment Facilities

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

 EEV / E-Verify™ Company Identification Number

 BY: Authorized Officer or Agent
 (Contractor Name)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 20__

 Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	Manage, Operate, and Maintain the Water and Wastewater Treatment Facilities

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the State Entity within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

Contractor's Name:	
Subcontractors:	

REQUEST FOR PROPOSALS
Management, Operations, and Maintenance of the City of St. Marys, GA
Water and Wastewater Treatment Facilities

IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
Subcontractor's (Your) Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	Manage, Operate, and Maintain the Water and Wastewater Treatment Facilities

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

 EEV / E-Verify™ Company Identification Number

 BY: Authorized Officer or Agent
 (Subcontractor Name)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 20__

 Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

