

Request for Qualifications

For

Operations, Maintenance, and Management

Of

Water and Sewer Treatment Facilities

For

The City of Jasper, GA

RFQ# 2024-004

October 10, 2024

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I. GENERAL BACKGROUND AND OBJECTIVES

The City of Jasper, GA is soliciting Requests for Qualifications (RFQ) from respondents capable of entering into a “partnership” agreement to provide operation, maintenance, and management services for the City's water and sewer treatment facilities. The City is interested in maximizing benefits for its customers from this effort and views the intended relationship as a partnering venture in which issues are quickly and fairly resolved to the mutual benefit of the City, its ratepayers, and the successful respondent. The City and the successful respondent may enter into a mutually binding operation, maintenance, and management agreement addressing the topics contained in this document. The City also reserves the right to expand the scope of services to include additional responsibilities.

The City of Jasper expects to select the highest scoring respondent based on a structured point scoring evaluation. The scoring evaluation will consider each respondent's ability to perform the required services, experience and technical expertise, corporate and technical resources that will support on-site staff, and the respondent’s ability to implement innovative project delivery approaches. The City will begin negotiations with the 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 entire RFQ process.

The purpose of this partnership is to operate, maintain, and manage the City's water and sewer treatment assets cost effectively and efficiently. Other core objectives are to operate in compliance, improve maintenance, and implement solutions to lower the capital and operating costs of any and all aspects of operations, and continue local purchases of supplies, consumables, and services; wherever practical.

II. PRE-SUBMISSION CONFERENCE, FACILITY EVALUATIONS AND OTHER PROCUREMENT INFORMATION

The City of Jasper will conduct a mandatory pre-submission conference and tour of the facilities on Thursday, October 17, 2024, at 10:00 am at Jasper City Hall located at 200 Burnt Mountain Road, Jasper, Georgia 30143. The purpose of the pre-submission meeting is to answer questions regarding the RFQ.

Any information and/or records requested by a respondent will be made available to all other respondents. Any attempt to contact or influence other City staff or elected officials is prohibited and will be considered as grounds for disqualification from the selection process.

All questions must be received by 4:00pm eastern standard time on Friday, October 18, 2024. Only formal written responses to properly submitted questions will be binding. It is the sole responsibility of the respondent to watch for any addenda the City of Jasper issues pertinent to this RFQ solicitation. The City does not accept any responsibility or liability if respondents fail to check for addenda. Questions should be sent via email to lorrie.waters@jasper-ga.us.

The City of Jasper reserves the right to request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to support the evaluation process. The City reserves the right to supplement, add to, delete from and/or change this solicitation document. The City reserves the right to reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals, or to re-advertise. The City will not be responsible for any late receipts of the respondent's proposal package and will not accept proposals sent via FAX or EMAIL.

III. EQUIPMENT OWNED BY THE CITY

All land, buildings, improvements, and permanent equipment which are presently in place, or new facilities which may be added by the construction projects, shall remain, or become the property of the City. Should the respondent fund any facility improvement at the request and with the approval of the City, such facilities shall become the City's after the completion of a repayment schedule. All existing facilities shall be made available to the respondent for its use in providing the services under the partnership agreement.

Expendable supplies and spare parts which are on hand on the date of the initiation of the partnership shall be inventoried. The respondent shall assume responsibility for such inventory and at the end of the partnership period, the inventories shall be returned to the City at a value equal to the beginning value, less normal wear and tear.

The respondent shall maintain all land, buildings, improvements, vehicles, and permanent equipment that are within the scope of the partnership agreement. Equipment and vehicle maintenance shall be performed by the respondent in accordance with manufacturer's recommendations or good industry practices and the respondent will be required to provide proof thereof to the satisfaction of the City.

Separately, the City and the respondent may arrange for the respondent to purchase, maintain, and replace the rolling stock and transportable equipment currently in use by the City. Such purchase prices shall have buy-back provisions to enable the City, upon partnership completion or early termination, to buy back the same or similar inventory.

IV. SUBMITTAL FORMAT AND CONTENT

The RFQs must contain at least the following:

- Transmittal Letter
- Required Standards
- Company Information and Experience
- Operations and Maintenance Plan
- Project Delivery Personnel Experience and Transition Plan
- Draft Operations, Maintenance, and Management Agreement (OM&M)

After selection of the highest scoring respondent, the scope of work shall be clarified, any changes shall be negotiated along with the Agreement, beginning with the draft agreement submitted in the RFQ. **Do not submit any fees with RFQ.**

Following are further discussions relative to the content of each of the suggested chapters of the RFQ.

Transmittal Letter: Convey at a minimum, a commitment by respondent, if selected, to enter into good faith negotiations. Letter must be signed by an officer of the respondent firm.

Required Standards: This section establishes standards of experience and financial stability that the City requires for a respondent to be considered qualified. The City, in its sole discretion, will decide if a respondent meets the standards.

Respondent must:

1. Have been in the business of providing full-service public-private partnership agreements for operation, maintenance, and management of utility systems and public works facilities for at least ten (10) years. Full-service public-private partnership contracts for operation, maintenance, and management means, at a minimum, providing all labor and management, paying all operation and maintenance expenses, guaranteeing a maximum cost, and guaranteeing performance including regulatory agency compliance. Full-service contract operation, maintenance, and management (OM&M) does not include consulting and/or engineering services contracts.
2. Operate at least two (2) wastewater treatment systems of at least 2 MGD design capacity in the state of Georgia. Preference will be given to firms operating facilities in Georgia within 120 miles of Jasper, GA.
3. Operate at least two (2) water treatment systems of at least 2 MGD design capacity in the state of Georgia. Preference will be given to firms operating facilities in Georgia within 120 miles of Jasper, GA.
4. Furnish liability and property damage insurance of not less than \$5,000,000 combined single limits for bodily and/or property damage. Proof of coverage must be provided.

Company Information and Experience: Each respondent must respond to each of the following requests/questions in a clear and comprehensive manner.

1. Provide the full name, tax identification number, and corporate office address of the responding entity (hereinafter referred to as the "respondent") which would ultimately enter into a contract with the City, if selected.
2. Provide the gross revenue for the company and other relevant financial information.

3. Provide a listing of all water and wastewater systems operated and maintained by respondent in the state of Georgia. Also list the start date, client contact, contract term, capacity of systems, and contract operations services performed.
4. Describe the insurance policies carried by the respondent (General Liability, Automobile Liability, Pollution Liability, etc.).

Operations and Maintenance Plan: The Operations and Maintenance Plan should address the following topics:

1. List and describe the roles of specific individuals that will provide project management and technical support to on-site staff in operating and maintaining the City's facilities.
2. Describe your approach for performing preventive maintenance and corrective repairs on the City's facilities. Identify which tasks are self-performed and which tasks you will use subcontractors.
3. Describe your approach for performing condition assessments and capital improvement forecasting on the City's facilities. Identify which tasks are self-performed and which tasks you will use subcontractors.
4. Describe your approach and other responsibilities that indicate how the respondent will perform operation, maintenance, and management services on the City's facilities.
5. Describe the respondent's approach to quality control, quality assurance, health, and safety.

Project Delivery Personnel Experience and Transition Plan: This section should address the experience of the respondent's personnel and transition plan.

1. Provide an organizational chart illustrating how the project will be managed.
2. Summarize the experience, location, and respective roles of the management team that will support on-site staff throughout the project.
3. Describe the respondent's plan for transitioning the City's personnel and facilities.
4. Provide detailed resumes on the corporate and technical resources that will directly support on-site staff throughout the project, and the location of these resources.
5. Preference will be given to firms with management teams within 1 hour or less response time of the project and additional resources and/or staff within 1 hour of the project.

Draft OM&M Contract: Include a draft OM&M agreement for the City to review.

The City is requesting a draft OM&M agreement as a part of the RFQ. **Do not submit any fees with RFQ.** Listed below is a summary of some of the general provisions the City will expect to see in any final OM&M agreement:

- Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or the City by any regulatory agency having jurisdiction, because 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.
- Provisions for compliance with all applicable law and regulations regarding the operation, maintenance, and management of the facilities (systems) and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.
- Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the respondent's negligence during the period of the partnership.
- 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.
- Provision for Repair and Replacement such that the respondent's obligations will be explicit as to maintenance of the City's equipment and facilities. Such Repair and Replacement limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
- Provision 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.
- Provision that the respondent shall operate all facilities such that odor and noise are mitigated to the effective limits of the equipment and processes.
- 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.

- 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. Such a maintenance program must include documentation of maintenance and a spare parts inventory.
- Provision that within the first one hundred twenty (120) 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. The respondent will not be relieved of his responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented.
- Provision for the respondent to provide computerized maintenance management systems, process control and laboratory management systems.
- Provision for the term of the agreement between the City and the respondent is for five (5) years with a five (5) option period and the mechanism(s) or alternatives to the annual price adjustments to be described by the respondent.
- 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.
- Provision that allows "termination for convenience" by the City.
- Provision that the respondent shall be responsible for sludge management and disposal. Methods and costs of sludge management and disposal shall be approved by the City and the City shall pay for such costs.
- Provision that the respondent shall be responsible for regulatory compliance if the (influent/raw water) meets the quantity/quality parameters identified in the agreement. Respondent's performance in this regard shall be excused for uncontrollable circumstances.
- Provision to complete an annual conditions assessment of all rotating equipment. This assessment should include vibration, infrared, and alignment analysis.
- Provision to provide a risk management plan for the facilities and update annually.
- Provision to provide a health benefit program to all employees comparable to that the City provides it employees.

- Provision to expand scope of services to include additional responsibilities or to reduce the scope of services.

V. SCHEDULE OF EVENTS

Each respondent must submit ten (10) copies of the RFQ no later than 2:00 P.M. on Thursday, October 31, 2024, addressed to Lorrie Waters, City Clerk, City of Jasper, 200 Burnt Mountain Road, Jasper, Georgia 30143. The outside of the shipping carton must be clearly marked "STATEMENT OF QUALIFICATIONS FOR THE OPERATION, MAINTENANCE, AND MANAGEMENT OF THE WATER SEWER TREATMENT FACILITIES FOR THE CITY OF JASPER, GEORGIA."

Schedule

<u>Item</u>	<u>Date</u>
Advertisement for RFQ	October 10, 2024
Pre-submission meeting and site tours (mandatory)	October 17, 2024
Last day to submit questions regarding RFQ	October 18, 2024
City’s response to questions regarding RFQ	October 24, 2024
RFQ submittal due date	October 31, 2024
Selection of highest rated respondent	November 4, 2024
Agreement execution	November 5, 2024
Commencement of services	November 6, 2024

VI. SCORING OF SUBMITTALS

The evaluation of the RFQ and of the respondents presenting them will be carried out by an Evaluation Committee (“Committee”) created for this purpose. The Committee will make its decision based on information gathered during the procurement process and evaluation criteria outlined in this section. Failure to provide relevant, required and/or requested information will result in penalties being assessed on the evaluation score.

Respondents will be evaluated as follows:

1. Committee members will individually evaluate each RFQ on the points system identified in Table 1.
2. The Committee will meet to discuss the RFQs and evaluate scores. Consensus will be reached with the Committee agreeing to scores representative of the Committee's

overall evaluations. If consensus cannot be reached, the scores will be averaged and these scores will represent the Committee's overall evaluation to that point.

3. Respondents may be further evaluated based on an oral interview with the Committee members. The purpose of this interview would be to clarify the qualifications of the respondents and allow the Committee to verify its evaluation. The City reserves the right to re-score any respondents after interviews are conducted. The City also reserves the right not to conduct oral interviews and begin negotiations with the highest ranked respondent.
4. The respondents will be notified of the ranking after recommendation for selection has been made to the Mayor and City Council.

The RFQ evaluation matrix outlined in Table 1 will be used to address the following criteria:

Table 1
EVALUATION MATRIX - - REQUEST FOR QUALIFICATIONS

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
1. Company Information and Experience	20	
2. Operations and Maintenance Plan	40	
3. Project Delivery Personnel Experience and Transition Plan	40	
TOTAL	100	

In addition to the data and documentation being submitted by the respondent in response to this RFQ, the City reserves the right to make an on-site inspection and evaluation of any facility at which operations, maintenance, and management services are currently being performed by the respondent. If the City chooses to exercise this right, the respondent shall provide a representative to accompany the City or its delegated representatives on any on-site inspection. The inspection is not limited to only one facility.

VII. NEGOTIATIONS WITH HIGHEST SCORING RESPONDENT

The City regards the submission of the RFQ as the most important factor in selection of a respondent to provide services for the operations, maintenance, and management of the City's multiple utility systems and public works facilities under a public-private partnership. The City reserves the right to reject any and all RFQ's and is under no obligation to award a partnership. The City intends to negotiate an agreement with the respondent with the highest score, as determined by the Committee. However, should the negotiation with the highest scoring respondent not produce an acceptable partnership arrangement, the City will request the respondent placing second in the evaluation process to begin negotiations, and so on, or cancel the entire process. The responsibility for the final selection and partnership negotiation rests solely with the City. The City shall not be liable to any respondent for costs associated with responding to the RFQ or the respondent's participation in any oral interview, or for any costs associated with negotiations.