REQUEST FOR PROPOSALS

Wexford County hereby invites firms and/organizations (the Firm) interested in providing complete Contract Operation, Management and Maintenance of the Cedar Creek Township Water System Facilities and Distribution System (Cedar Creek), to submit proposals stating price and qualifications.

Proposals shall be **due Wednesday**, **July 1**, **2015 at 11:00 a.m.** Please mark the sealed envelope as "Water Treatment Contract O & M Proposals". A complete Request for Proposal document may be obtained at:

Wexford County
Department of Public Works
ATTN: Sheila Hill
3161 South Lake Mitchell Drive
Cadillac, Michigan 49601
Telephone: (231) 775-0155

Website: wexfordcounty.org

Wexford County Request for Proposals

for

Full-Service Water System Contract Operations and Maintenance Program including Distribution and Customer Billing Cedar Creek Water Utility System

GENERAL

Wexford County (the County) is seeking Proposals from firms and/organizations (the Firm) capable of operating and maintaining its water treatment facility and distribution system. The scope of work includes full service contract operations and maintenance (O&M) of the following:

- .013 MGD (avg)/.052 MGD (max) Water Treatment Plant
- 27,000 feet of 4",6" and 8" PVC Distribution System Piping
- 3 Automatic Flushing Hydrants
- 26 Manual Flushing Hydrants
- 50 Active Water Customers
- Three, 270 Gallon Pneumatic Water Storage Tanks
- Utility Billing
- Customer Service

Full-service contract operations requires the Firm to employ all staff and pay all chemical and power costs, with the Firm fully responsible for all aspects of the facilities management, operations, and maintenance. The scope of work for the contemplated project includes full-service contract O&M for the County's Cedar Creek Public Water Supply System within or operated by the County. Firms should demonstrate experience operating similar facilities and providing similar services in the State of Michigan.

To be considered for evaluation, written statements must be received by **Wednesday**, **July 1, 2015 at 11:00 a.m.** local time. Proposals received after this deadline will not be considered. Ten (10) bound hard copies and one (1) unbound copy of the Proposal shall be mailed or hand delivered to the following address:

Wexford County
Department of Public Works
ATTN: Sheila Hill
3161 South Lake Mitchell Drive
Cadillac, Michigan 49601
Telephone: (231) 775-0155

The outside of the envelope must be clearly marked "Cedar Creek Township Water System Contract O & M Proposal". No other distribution of Proposals will be allowed by the Firm.

There will be a mandatory pre-proposal conference held at 10:00 a.m June 17, 2015 at the Cedar Creek Well House located at 2650 North 45 Road, Manton, Michigan for the purpose of addressing this proposal and answering any questions which you may have about the project or process. Following the conference, there will be an opportunity to tour the

facilities. Facilities site plans, one year of monthly operational and maintenance reports, annual budgets, and access to plant drawings will be provided at the conference.

II. INTENT OF OWNER

It is the intent of the County to investigate the possibility of contracting the O&M of the County's water treatment system. A selection committee will evaluate submittals and make its selection. However, the County reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the County to contract operation of said facilities.

The County reserves the right to accept or reject any proposal and waive any informality in the bid process, and to award the contract to any firm which it feels is in its best interest.

The Firm shall meet all the requirements of Federal, State, and local laws, regulations, standards, permitting requirements, orders, ordinances, and any and all future amendments thereto.

The County will enter into a single contract with the selected Firm for O&M of the entire Cedar Creek Water System. The contract period will commence at a date to be negotiated no later than December 31, 2015. The County's facilities are presently operated and maintained by County staff.

III. SCOPE OF SERVICES

The scope of services includes all operation, maintenance, management and analysis activities required to operate the Cedar Creek Township Water System Facility. The scope of services includes, but is not limited to, the following:

- Provide all staff for the operation, maintenance and management of the water treatment plant and distribution system, including at a minimum a Class D-4 and S-4 Operator certified by the State of Michigan.
- 2. Provide 24 hour per day on-call availability, 365 days per year.
- 3. Prepare all periodic reports required by the Federal, State and local agencies including monthly operating reports and State-mandated annual reports.
- Provide the County with a monthly report that summarizes non-routine activities
 performed by the Firm's staff, compliance status of all regulatory requirements, and a
 copy of any reports submitted to the State of Michigan.
- 5. Purchase supplies and materials necessary for the proper operation and maintenance of the facilities (e.g., office supplies, grease, oil, tools, etc).
- 6. Provide all monitoring, testing and analytical services for the plant including laboratory service for water process control, quality assurance/quality control and compliance with regulatory requirements.
- Provide and pay for the removal and disposal of backwash solids from the water treatment plant.

- 8. Provide and pay for telephone, electricity, natural gas, and other fuels used in the operation of the facilities.
- 9. Provide and pay for all chemicals used in the treatment processes.
- 10. Develop standard operating procedures for all major pieces of equipment and functions. Develop procedures for all major pieces of equipment, functions, and corrective actions. Ensure efficient operation and maximum equipment life through incorporation of an asset management program that includes preventive maintenance scheduling, corrective maintenance history, and inventory control. Provide an anticipated annual cost for spare parts for the upcoming year to the County.
- 11. Maintain a clean and organized physical appearance of the facilities and grounds.
- 12. Serve as the County's liaison and representative in matters related to the operation of facilities and systems including regulatory agencies. Attend "start up" of new equipment and provide the County with a written "punch list" of items observed to be not in accordance with the County's standards.
- 13. Manage the Cross-Connection Control Program.
- 14. Comply with all Local, State, and Federal regulations. Including the Cedar Creek Township Ordinance 01-07.
- 15. Assume all cost for any fines or penalties levied against the County for improper operation of the plants and pumping stations by the Firm.
- 16. Provide insurance coverage for the General and Public Liability, Property Damage, and Workman's Compensation insurance per requirements of the State of Michigan.
- 17. Operate and maintain the facilities and equipment in a manner to maintain compliance with all regulatory requirements.
- 18. Provide customer billing and collection services for current water customers and any future customers.
- 19. Provide customer service.
- 20. Provide snow removal and grounds maintenance.
- 21. Resident samples (Lead Copper) at required intervals.

IV. COUNTY'S RESPONSIBILITIES

- Provide appropriate Fire and Liability Insurance coverage for buildings, equipment, and structures.
- 2. Provide access to all facilities associated with the projects operation.

- 3. Provide, for the Firm's use, equipment and tools currently on site and owned by the County and associated with the operation of the facilities.
- 4. Provide the Firm access to historical utility operational and maintenance records.
- 5. Obtain, provide, and maintain easements, licenses, permits, and warranties.
- 6. Designate an individual to act as liaison with the Firm in connection with the performance of services under this proposal.
- Pay for all Repairs and Replacement greater than the negotiated Repairs and Replacement Limit.

The above list of activities, while extensive, should not be considered exhaustive. The Firm will be required to perform any activity deemed necessary to meet the reasonable expectations for service of the County's water system facilities. On the other hand, the County realizes that, given the Firm's limited resources, some sub-contracted services may be required. Proposals should discuss how the Firm intends to coordinate this effort and what role they intend the County to play.

IV. EVALUATION AND SELECTION PROCESS

After the Proposals have been received, they will be evaluated by a committee comprised of designated representatives. No lobbying of selection committee members, elected or appointed officials will be permitted or tolerated during the review process. Said committee, using their sole discretion and judgment, will select one firm for further consideration based on the following criteria:

| Qualifications of lead personnel | | 15 points |
|--|-------|------------|
| Soundness of proposed operating plan | | 25 points |
| Similar experience | | 20 points |
| Qualifications and experience of back-up personnel | | 10 points |
| Proposed price | | 30 points |
| | TOTAL | 100 points |

V. PROPOSAL CONTENT

Firms submitting proposals shall organize their proposals as follows. Any variance from this organization shall be considered non-responsive, and [may] cause the selection committee to reject the non-responsive proposal.

SECTION I - QUALIFICATIONS AND EXPERIENCE

This section is intended to assess the firm's background, qualifications, and experience in the contract operations arena and in particular within the State of Michigan. Each interested firm must respond to each of the following requests/questions in a clear and comprehensive manner. An incomplete or inaccurate response will preclude the Firm from further

consideration.

- A. Provide the full name, tax identification number, and main office address of the Firm, which would ultimately enter into a contract with the County.
- B. Identify when the Firm was organized, and if incorporated, where incorporated and how many years engaged in providing full service contract operations under that name. Provide a comprehensive description of Firm's corporate ownership history. Fully identify and explain any changes in corporate ownership and/or operating name. Describe parent company relationship and history of parent company.
- C. Provide a comprehensive reference list of all facilities in the State of Michigan where the Firm currently provides service. For each facility, provide the name, address, contact person and title, and the telephone number of the owner; and the size and type of facility.
- D. Provide a list of any violations within the past five years of any permit, license, regulations, or statute that resulted in any notices, fines, censures, punitive awards or similar actions being levied on or taken against the Firm. Identify if the Firm has had any previous or current litigation matters.
- E. Submit the Firm's most recent corporate financial report and financial history.
- F. Provide references where customer billing, collections and customer service has been successfully performed on other projects.

SECTION II - PLAN OF OPERATIONS

Describe your approach to the operation and maintenance of these facilities. Specifically, provide the following:

- A. Staffing Provide your anticipated staffing level and a justification of that level. State specifically the number of full time and part time personnel that will be devoted to the project. Provide an organization chart. Provide names and professional profiles for support personnel.
- B. A description of your overall program of preventive and corrective maintenance, equipment repair and maintenance, and plan for prevention of and response to emergencies. This includes weather-related emergencies. The County requires twenty-four (24) hour, seven (7) days a week on-call status. Provide a description of your response time.
- C. A description of your quality assurance/quality control program for your organization and the O&M of facilities.
- D. Describe the health and safety program that Firm will implement if selected and currently has in place.

SECTION III - PRICE PROPOSAL

Firms will submit price proposals in the following tabular format. Note that the Repair and Replacement Limit has been pre-determined by the County.

| Cost Component | Annual Amount | Comments |
|------------------------|---------------|----------|
| Labor and Benefits | \$ 0.00 | |
| Utilities | \$ 0.00 | |
| Chemicals/Supplies | \$ 0.00 | |
| Customer Billing | \$ 0.00 | |
| Customer Service | \$ 0.00 | |
| Repair and Replacement | \$20,000 | |
| Vehicles | \$ 0.00 | |
| Total | \$ 0.00 | |

SECTION IV - SAMPLE CONTRACT

The Firm shall include a proposed sample contract containing, at a minimum, the Scope of Services described above, and the following contract stipulations:

- Specific statement of liability for the payment of fines and/or civil penalties levied against
 the Firm and/or the County by any regulatory agency having jurisdiction, as a result of
 failure to comply with the terms and conditions of any duly authorized permit, law,
 statute, ordinance, etc. for reasons resulting from the Firm's sole negligence or willful
 misconduct during the period of the contract.
- Specific statement of indemnification and hold harmless of the County and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the Firm's sole negligence or willful misconduct during the period of the contract.
- Specific statement of comprehensive liability insurance policies naming the County as additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$1,000,000); a certificate of such insurance shall be submitted as part of the O&M contact documents.
- Language providing a fixed dollar value for a Repair and Replacement Limit. For clarity
 of comparison, the bidder shall use \$20,000.00 per year as the Repair and Replacement
 Limit. Such Repair and Replacement Limit will not include contractor's onsite labor.
 Describe the Firm's understanding of its responsibility for performing corrective
 maintenance of the County's equipment and facilities. Provide a description of the
 specific method of decision-making concerning the use of funds for repair and
 replacement in the Proposal.
- Provisions that the Firm shall be responsible for maintaining all manufactures' warranties on new equipment purchased by the County and assist the Owner in enforcing existing

equipment warranties and guarantees.

- Provision that the Firm shall provide a sufficient number of certified qualified personnel, including management, administrative, operations, technical, laboratory, and clerical, who meet relevant State of Michigan requirements and are capable and demonstrate experience necessary to operate and maintain the facilities.
- Provision that the Firm shall provide training for personnel in areas of operations, maintenance, safety, supervisory skills, energy management, etc. A formal safety program must be implemented, and all portions of that program shall be adhered to.
- Provision that the Firm shall provide the County with full documentation that preventive
 maintenance is being performed on all lease and/or County-owned equipment in
 accordance with manufactures' recommendations at intervals and in sufficient detail as
 may be determined by the County. Such a maintenance program must include
 documentation of corrective and preventive maintenance and a spare parts inventory.
- Provision for the Firm to provide computerized maintenance, process control, and management systems.
- Provision for a five (5) year contract term including a description of the proposed method for annual cost adjustment.
- Provision for contract termination for material breach.
- Provision for adjustment in the event of expansion or change of scope of any system or addition of any new facilities.
- Provide basis of cost related to providing other personnel for requested services under the proposal not covered by the above annual cost.

SECTION V - SUPPLEMENTAL INFORMATION

Any additional information the Firm wishes to bring to the attention of the selection committee. This section shall be limited to 5 pages, single-spaced, with minimum margins of one-inch and a minimum type size of 10 points.

VI. SCHEDULE OF EVENTS

A mandatory pre-proposal meeting on 10:00 a.m June 17, 2015 at 2650 North 45 Road, Manton, Michigan.

All requests for information and questions must be submitted to the County in writing no later than 5:00 p.m June 19, 2015. The County will issue an addendum/addenda to all registered bidders in response to the requests no later than three (3) days prior to the proposal due date.

Ten (10) bound hard copies and one (1) unbound copy of the Proposal shall be mailed or hand delivered to the following address:

Wexford County
Department of Public Works
ATTN: Sheila Hill
3161 South Lake Mitchell Drive
Cadillac, Michigan 49601
Telephone: (231) 775-0155

The Selection Committee shall review all Proposals and make its selection based on its sole judgment and discretion.

In addition to the data and documentation being submitted by the Firm in response to this request, the County reserves the right to make an on site inspection and evaluation of any facility at which contract operations services are currently being performed by the Firm. The inspection is not limited to only one facility. All cost for transportation and subsistence to inspect any facilities incurred by the County personnel shall be borne by the County.