

**Request for Qualifications and  
Price Proposal for the  
Operation, Maintenance and Management  
of the  
Water Treatment Plant and Distribution System  
For**



**Williamston, NC**

**August 25, 2020**

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### Reference Materials Available on The Wooten Company’s ShareFile Site (see note below)

1. Preliminary Engineering Report, Proposed 2.0 MGD Water Treatment Plant, dated December 2009
2. MCRWASA WTP NPDES Permit
3. WTP Schematic Flow Diagram
4. Interlocal Agreement
5. Authority’s Adopted Budget FY20/21
6. Water System Management Plan, dated September 2012
7. Record drawings and Specifications for the Water Treatment Plant and Raw Water Pump Station dated April 29, 2016, Water Transmission Mains and Raw Water Line, dated June 12, 2015. Record drawings for Bailey Road Booster Pump Station dated May 20, 2013, and MCRWASA Well #1 (formally PENCO Well) dated August 27, 2014.

**Note:** You may request access to the ShareFile site established for the RFQ by sending an email to [asutton@thewootencompany.com](mailto:asutton@thewootencompany.com) with the reference “ShareFile Access-MCRWASA”. You will receive a reply containing the instruction to access.

## **I. GENERAL BACKGROUND**

- a) The **Martin County Regional Water & Sewer Authority (hereinafter known as “Authority”)**, online at [www.mcrwasa.org](http://www.mcrwasa.org), is requesting Statements of Qualifications/Price Proposals (RFQ/PP) from respondents capable of entering into a public-private “partnership” agreement to provide operation, maintenance and management services for the Authority’s Water Treatment Plant and Distribution System. The Authority is interested in maximizing benefits for its citizens 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 Authority and its partner. The Authority reserves the right to select the private vendor. The Authority and the successful respondent may enter into a mutually binding operation, maintenance and management agreement addressing the topics contained in this document. The Authority reserves the right to expand the scope of services to include additional responsibilities.

It is understood that the information contained in the RFQ/PP and the experience, guarantees and innovative approaches demonstrated therein shall be the general basis for selection of a respondent to provide these professional services. The Authority expects to select the highest scoring respondent based on a structured point scoring evaluation. The scoring evaluation (Section IX) 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, and innovative approaches. The Authority may reject any or all of the bidders who are determined as non-responsive and in the consideration of the quality of past performance on other projects. The Authority will immediately begin negotiations with the selected respondent. Should the negotiations fail to result in an executed agreement, the Authority 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.

### **b) Description of Project**

- Martin County is located in the Inter-coastal area of North Carolina. Martin County is located within the area designated as “Capacity Use Area” by the North Carolina Division of Water Resources. In order to comply with the required reductions of its well supply and meet the demands of its citizens, the Authority constructed a 2.0 MGD water treatment facility and began distributing water to its wholesale customers, the Town of Williamston and Martin County, in March of 2016. The average water demand is 850,000 gpd, and the average raw water alkalinity and TOC is 29 mg/L and 4.7 mg/L, respectively.
- Run of River Intake with cylindrical screen and air burst cleaning
- Raw Water Pumping Station equipped with two 3000 GPM Vertical Turbine Pumps, Standby Pumps, and Pre-Oxidant Feed System
- Raw Water Transmission Piping
- 11 Million Gallon Raw Water Reservoir
- Intermediate Pumping Station equipped with two 2100 GPM pumps

- Rapid Mix Chamber
- Super Pulsator Upflow Clarifier
- Dual Media Filters
- Chlorine Contact Basin
- 300,000 Gallon Clear Well
- High Service Pumps
- 400,000 Gallon Elevated Storage Tank
- Chemical Feed and Bulk Storage
- Water Treatment Building housing Chemical Feed Pumping, Filter Operations, Laboratory and Administrative Space
- Finished Water Piping including Metering and Control Valves to for Delivery to System Customers
- Bailey Road Booster Pump Station
  - This pumping station provides water transfer up to 0.5 MGD from the Town of Williamston/WSD2 system to the Town of Robersonville system OR from the Town of Robersonville system to the Town of Williamston WSD2 system. These transfers are under an Inter-local Agreement dated March 5, 2013. The system includes split case booster pumps, liquid bleach and ammonia feed facilities and SCADA remote monitoring and control. At present, the system is used minimally to keep the system in standby.
- MCRWASA Well #1
  - This well is a 375 gpm well located south of Hamilton along Highway 125. The well will provide supplemental water to WSD1. The well is equipped with vertical turbine pump, bleach feed facilities and a SCADA control system to allow for remote monitoring and control.

c) **Tentative Schedule**

- |  |                    |
|--|--------------------|
| • Hold Pre-Proposal Meeting for Interested Respondents | September 22, 2020 |
| • Receive RFQ Proposals                                | October 28, 2020   |
| • Enter into Contract with Selected Respondent         | January 13, 2021   |
| • Respondent to begin Operations of the Water Plant    | March 7, 2021      |

**II. PUBLIC-PRIVATE PARTNERSHIP PURPOSE AND OBJECTIVE**

The purpose of this RFQ is to operate, maintain and manage the Authority’s water treatment facilities in the most cost effective and efficient manner. The objective is to save the Authority money, operate in compliance, improve maintenance, consider innovations 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, while providing reliable and high quality water supply for our customers.

### III. REQUIRED STANDARDS

This section establishes standards of experience and financial capability that the Authority requires for a respondent to be considered qualified. The Authority, in its sole discretion, will decide if a respondent meets the standards. Please note respondent is the entity responding to this solicitation and not a parent company, joint ventures partners or other corporate affiliates. Scoring of the qualified respondents will be as described in Section IX.

Respondent must:

1. Have been in business of providing full services public-private partnership agreements for operation, maintenance and management of water treatment facilities for at least five (5) 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 contracts or contracts for the management of a portion of a treatment facility (i.e. maintenance, sludge removal or sludge dewatering).
2. Operate five (5) or more water treatment facilities of at least 1 MGD design capacity. All facilities shall be located in the United States and its possessions and shall be under U.S. EPA SDWA and appropriate state environmental regulatory agency jurisdiction.
3. 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.
4. Respondent shall submit evidence of bonding capability in the annual contract amount. The amount of the bond may be reduced depending upon the final scope of services.
5. Have specific State of North Carolina and/or Southeast region experience of providing full service operation and maintenance services under public-private partnership arrangements with municipal jurisdictions. List all such contracts respondent has with municipal jurisdictions for North Carolina and/or the Southeast region for the provision of any water or wastewater related services. Name of public sector partner, scope of services, size of facilities, and length of time services provided.
6. Have specific experience providing full service operation, maintenance and management services for water treatment facilities. Provide all facilities where respondent provides full service operation, maintenance and management services for water treatment facilities. List locations, client, size and length of service.

#### **IV. GENERAL INFORMATION**

Each respondent must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. Provide the full name, tax identification number and main office address of the responding entity (hereinafter referred to as the "respondent") which would ultimately enter into a contract with the Authority.

Note: Respondent information is to be submitted for the respondent and not parent company, joint venture partners or other corporate affiliates.

2. Identify when the respondent was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name.
3. A description of the circumstances, if any, related to any council person or other officer, employee, or person who is payable in whole or in part from the Authority that has or had any direct or indirect personal interest in the respondent.
4. Identification of the firms that the respondent intends to subcontract or otherwise use to perform work on this project.

#### **ADDITIONAL QUALIFICATIONS INFORMATION**

1. Provide a listing of all full-service public-private partnership arrangements for the operation, maintenance and management of similar facilities (systems) which the respondent currently has, including: the gross annual amount of each partnership; the partnership start date; the anticipated completion date; the name, address, contact person and telephone number of the owner; and the size and type of facility. Full service public-private partnerships for the operation, maintenance and management means, at a minimum, providing all labor and management, paying all operations and maintenance expenses, guaranteeing a maximum cost, and guaranteeing performance including regulatory agency compliance.
2. Describe the respondent's specific and relevant experience related to the scope of services requested herein; specifically, the size of facilities, type of facilities, technology, etc.
3. Describe respondent's depth and resources which would also be available for the benefit of the Authority.
4. Demonstration of experience in capital planning aspects of water and/or wastewater systems. Identify specific projects where such services are provided and the results of such service.

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

The Authority will conduct a mandatory pre-submission conference on **Tuesday, September 22, 2020** to begin at **10:00 a.m. at the MCRWASA Water Treatment Plant, located at 1001 Park Street in Williamston, NC**

The purpose of the pre-submission meeting is to answer questions regarding the Request for Qualifications/Price Proposals (RFQ/PP). The Authority will make available sufficient information to submit a RFQ/PP including construction plans and specifications, design reports, and other pertinent information through the ShareFile link set up for this RFQ/PP.

Each respondent will also have an opportunity to schedule time for an independent evaluation of the Authority Budget, Inter Local Agreements and other enabling documents to further familiarize themselves with the facilities. Arrangements for the inspection and/or copying of documents shall be coordinated through The Wooten Company located at 120 N. Boylan Avenue, Raleigh, NC 27603, and a fee of \$400.00 will be charged for photocopies of a complete set of documents not already printed for distribution. Any information and/or records requested by a respondent will be made available to all other respondents.

If any respondent has questions concerning the project, finds discrepancies or omissions in the solicitation document, or requires clarifications, such matters should be submitted in writing (via Email or US Mail) prior to October 21, 2020 to David Bone, MCRWASA Chairman.

Contact with other Authority officials is prohibited and can be considered as grounds for disqualification from the selection process.

Questions must be received at least 7 days prior to the RFQ/PP due date. Copies of all questions and answers, and any addenda to supplement the RFQ/PP, will be sent to each respondent no later than three days prior to the RFQ/PP due date. Only formal written responses to properly submitted questions will be binding.

Proposals will be received until **2:00 p.m., October 28, 2020** by the Authority at which time all proposals shall be opened and read aloud.

Proposals shall be in a sealed envelope with the **“Proposal for Operation of MCRWASA Water Treatment Plant and Distribution System”** marked on the outer surface of the envelope.

The Authority reserves the right to request additional data or information after the submittal date, if such data or information is considered pertinent, in the Authority's sole view, to aid the review and evaluation process.

The Authority reserves the right to supplement, add to, delete from and change this solicitation document.

The Authority 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.

## **VI. EQUIPMENT OWNED BY THE AUTHORITY**

All land, buildings, improvements, glassware inventory, analytical equipment and permanent equipment which are presently in place, shall remain the property of the Authority. Should the respondent fund any facility improvement at the request and with the approval of the Authority, such facilities shall become the Authority'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 Authority 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 Authority.

## **VII. SUBMITTAL FORMAT AND CONTENT**

The RFQ/PPs must contain at least the following:

- Transmittal Letter
- Required Standards
- General Information
- Additional Qualifications Information
- Operating Plan
- Business Considerations
- Draft OM&M Agreement

The RFQ/PP shall identify any and all non-monetary terms and conditions associated with the services included in the RFQ/PP, such as the respondent's limitations on liability. 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/PP.

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

Transmittal Letter to include 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 - Responses to requests contained in Section III of this document.

General Information - Responses to requests contained in Section IV.

Additional Qualifications Information - Responses to requests contained in Section IV of this document.



Operating Plan — The Operating Plan should discuss the following topics:

- a. Provide a listing of the specific individuals assigned to the Management Team and to Technical Support that the respondent will assign to this partnership during the transition and operation, and provide the background and experience of those individuals.
- b. Provide a detailed staffing plan indicating the type and quantity of the various positions the respondent feels is necessary to provide the services requested.
- c. Discuss the transition procedure and the impact of any surplus employees and the respondent's plan to accommodate them.
- d. Provide an operating plan for the facilities and other responsibilities that indicate how the respondent will provide operation, maintenance and management services.
- e. Provide description of any enhancements the respondent will make in operations and maintenance of the Authority's facilities.
- f. Specifically identify any additional services that exceed the services requested herein.
- g. Changes or limitations to the general provisions listed in Section VII, draft partnership agreement.

Business Approach — Discuss respondent's position on such business issues as assumption of risk, future years' price adjustments, repair and replacement, capital improvements and guarantees.

Draft Operation, Maintenance & Management (OM&M) agreement - Include a draft of the Operation, Maintenance & Management (OM&M) agreement for the Authority to review.

The Authority is requesting a draft OM&M agreement as a part of the RFQ/PP. However, a summary of some of the general provisions the Authority will expect to see in any final OM&M agreement are as follows:

- Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or the Authority 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.
- Provisions for compliance with all applicable law and regulations, and Authority standards 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 Authority and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages (excluding consequential, special and/or incidental damages), lawsuits for reasons

resulting from the respondent's negligence during the period of the partnership. To the extent respondent seeks to monetarily limit such indemnification, the respondent should clearly indicate the proposed amount of any such limitation.

- Provision of comprehensive liability insurance policies including the Authority as an additional insured for personal injury and/or property damage in an amount of not less than five million dollars (\$5,000,000); Statutory Worker's Compensation and Auto Liability; a certificate of such insurance shall be submitted to the Authority upon signing of the agreement and shall name the Authority as an additional insured.
- Provision of a fixed dollar value for Repair and Replacement such that the respondent's obligations will be explicit as to maintenance of the Authority'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 that the respondent shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Authority and assist the Authority in enforcing existing equipment warranties and guarantees.
- Provision that the respondent shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance and are capable and demonstrate experience necessary to operate and maintain the facility(s).
- Provisions to offer available positions to present full-time employees and provide comparable total wages and benefits packages.
- 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.
- Provision that the respondent shall operate the facilities such that they are fully staffed each week day with night shifts only when necessary to meet the system demand. It is expected that the initial water system demand is approximately 850,000 gpd annual average, based upon 2019 water usage data. This will be the initial "full water" requirement. The balance of the individual system needs is expected to be supplied from the existing water supply wells. Respondent shall monitor the facilities twenty-four (24) hours per day, seven (7) days per week.
- Provision that the respondent shall provide line locations services to Authority's distribution system which shall be first coordinated through the Authority's existing membership with the relevant 811 program for the Martin County North Carolina locality, and shall notify the Authority's board chairman that a request has been made with an estimated timeline under which to complete such digging task.
- 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. Provide the OSHA Recordable Incident Rate for the respondent and a copy of the OSHA Form 300A for 2019.

- Provision that the respondent shall provide the Authority with full documentation that maintenance is being performed on all Authority owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the Authority. Such a maintenance program must include documentation of maintenance and a spare parts inventory.
- Provision that within the first ninety (90) days, the respondent shall provide the Authority 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; process control and laboratory management systems.
- Provision for the term of the agreement between the Authority and the respondent is five (5) years with the mechanism(s) or alternatives to the annual price adjustments to be described by the respondent.
- Provision for the Authority 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 for agreement termination if the level of performance is unsatisfactory or upon 90 day notice.
- Provision that after the termination or expiration of the agreement between the Authority and the respondent, the respondent shall assist the Authority with the orderly transition of duties to the Owner or its agent. The respondent shall, if requested by the Authority, continue to provide the services under the agreement for up to ninety (90) days beyond the termination or expiration date and shall continue to receive its then current service fee on a pro rata basis for providing such services.
- Provision that the respondent shall be responsible for sludge management and disposal and pay all costs for disposal of sludge in a manner approved and permitted by NCDEQ.
- Provision that the respondent shall be responsible for regulatory compliance as long as 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 which specifies that neither party shall be liable to the other for special, incidental or consequential damages.

## PRICE PROPOSAL

A separately sealed Price Proposal shall be delivered with the RFQ. The submittal document for complying with the Price Proposal portion of this procurement is suggested to contain at least the topics that follow:

- Summary
- Details of Price Proposal
- Future Price Adjustments
- Terms and Conditions

The Price Proposal shall be submitted in accordance with the following format and shall be complete in every detail. The proposal shall identify all 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.

Utilities. Includes, but is not limited to, electricity, natural gas, water, and heating fuels.

Chemicals. Includes all chemicals.

Equipment. Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment.

Materials and Supplies. Includes, but is not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplicating and photo supplies, medical supplies, chemicals, laboratory supplies, clothing and uniforms and other materials and supplies.

Outside Services. Includes, but is not limited to, equipment rentals, temporary and/or part-time help, legal fees, registrations, telephone, courier service, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance and other professional services.

Solid Waste Management. Solid waste and sludge removal and disposal.

Other. Includes amortization of contractor-furnished capital and startup costs and any and all expenses not identified in any other specific category.

Maintenance and Repair. Includes the total of all 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. Contractor on-site labor shall not be included.

Price Proposal For First Full Year of Operations

|                                     |                 |
|-------------------------------------|-----------------|
| Expenditures                        |                 |
| Personnel Services                  | \$ _____        |
| Utilities                           | \$ _____        |
| Chemicals                           | \$ _____        |
| Equipment                           | \$ _____        |
| Materials/Supplies                  | \$ _____        |
| Outside Lab Services                | \$ _____        |
| Other Outside Services              | \$ _____        |
| Solid Waste and Solids Management   | \$ _____        |
| Maintenance and Repair* (allowance) | \$ _____        |
| Other (Identify)                    | \$ _____        |
| Overhead/Profit                     | \$ _____        |
| <b>TOTAL</b>                        | <b>\$ _____</b> |

\* Respondent will use on an annual basis \$90,000 for Maintenance and Repair.

**VIII. SCHEDULE OF EVENTS**

Each respondent must submit **five (5) copies of the RFQ/PP no later than 2:00 P.M. on October 28, 2020**, at which time all proposals shall be opened and read aloud. RFQ/PP should be addressed to:

David Bone, MCRWASA Chairman  
P.O. Box 668  
305 East Main Street  
Williamston, NC 27892

Proposals shall be in a sealed envelope with the **“Proposal for Operation of MCRWASA Water Treatment Plant and Distribution System”** marked on the outer surface of the envelope.

Schedule

| <u>Item</u>                                       | <u>Date</u>      |
|---|------------------|
| Receive RFQ Proposals                             | October 28, 2020 |
| Enter into Contract with Selected Respondent      | January 13, 2021 |
| Respondent to begin Operations of the Water Plant | March 7, 2021    |

## **IX. SCORING OF SUBMITTALS**

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

Respondents will be evaluated as follows:

1. Board members will individually evaluate each RFQ/PP on the points system identified in Table 1.
2. The Board will meet to discuss the RFQ/PP's and evaluate scores. Consensus will be reached with the Board agreeing to scores representative of the Board's overall evaluations. If consensus cannot be reached, the scores will be averaged and these scores will represent the Board's overall evaluation to that point.
3. Respondents may be further evaluated based on an oral interview with the Board members. The purpose of this interview is to clarify the qualifications of the respondents and allow the Board to verify its evaluation. Additional services or significant changes to the submittals shall be identified separately, as required elsewhere in this RFQ/PP.
4. The respondents will be notified of the ranking after recommendation for selection has been made to the Authority.

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

- Qualifications to operate, maintain and manage the facilities (systems) and provide services based on previous experience, management capability, technical resources and financial capability.
- Record of operating facilities and providing services for facilities (systems) of similar size and complexity. Visits to sites and/or contact with municipalities presently being served will be made if thought to be necessary to complete the evaluation.
- The qualifications of the personnel being proposed to manage and support the facilities (systems) in terms of expertise and experience with similar facilities (systems) and services.
- The quality of the submittal in terms of technical correctness and presentation.
- The respondent's responsiveness to the RFQ/PP.
- The methodology to deal appropriately with the transition from Authority operations to respondent operations, the method of staffing the facilities and approach to managing excess employees.

- The maintenance program that will be undertaken to ensure the capital investment in existing and future facilities the Authority has made is properly maintained and proof of condition and trends are sufficiently documented.
- The performance and cost guarantees that are proposed.
- The adequacy and completeness of answers to the questions in Sections III and IV.
- The adequacy of the operating plan.
- The draft OM&M agreement.
- Business approach.

**Table I****EVALUATION MATRIX - - REQUEST FOR QUALIFICATIONS**

| <u>Criteria</u>  | <u>Maximum Points</u> | <u>Points Scored</u> |
|--|-----------------------|----------------------|
| 1. Respondent Profile <ul style="list-style-type: none"> <li>• General capabilities</li> <li>• Financial capability</li> <li>• Bonding capability</li> <li>• Proof of insurance</li> <li>• Years in business</li> <li>• Commitment to public-private partnership for operation, maintenance and management</li> <li>• Management experience and depth</li> <li>• Operations and specialist support services</li> </ul> | 10                    | _____                |
| 2. Respondent Experience <ul style="list-style-type: none"> <li>• Number and size of projects</li> <li>• Number of projects of similar size and complexity</li> <li>• Number of employees directly involved in projects</li> <li>• Years of experience</li> <li>• \$ value of projects</li> <li>• Corporate depth and resources</li> <li>• Other relevant experience</li> </ul>  | 15                    | _____                |
| 3. Operating Plan <ul style="list-style-type: none"> <li>• Technical understanding</li> <li>• Transition plan</li> <li>• Transition experience</li> <li>• Operating, maintenance and management approach</li> <li>• Creativity: <ul style="list-style-type: none"> <li>— Innovation</li> <li>— Operating/maintenance changes</li> </ul> </li> <li>• Clarity of presentation of services to be provided</li> </ul>      | 25                    | _____                |
| 4. Personnel Assigned to this Project <ul style="list-style-type: none"> <li>• Home office management involved and role throughout project</li> <li>• Staffing plan</li> <li>• Organization chart, reporting, etc.</li> <li>• Staff qualifications and experience</li> </ul>   | 10                    | _____                |
| 5. Draft OM&M Agreement <ul style="list-style-type: none"> <li>• Meets all general provisions of Section VII, Draft OM&amp;M Agreement</li> <li>• Fair and equitable price adjustment formula</li> </ul>   | 10                    | _____                |
| <b>SUBTOTAL</b>  | <b>70</b>             | _____                |



**Table II**  
**EVALUATION MATRIX — PRICE PROPOSAL**

|    | <u>Criteria</u>    | <u>Maximum<br/>Points</u> | <u>Points<br/>Scored</u> |
|----|--------------------|---------------------------|--------------------------|
| 6. | Price              | 30                        | _____                    |
|    | <b>GRAND TOTAL</b> | <b>30</b>                 | _____                    |

Cost analysis procedure:

A = Bid

B = Lowest bid received

C = Difference (A-B)

D = Fractional difference (C/B)

E = Fraction awarded (1-D)

F = Total possible points = 30

G = Points awarded = (ExF)

The Authority reserves the right to reduce points scored for price proposal based on terms and conditions associated with price proposal or exceptions taken which in the Authority's view would be unfavorable.

Selection of a respondent to perform these professional services will be based upon qualifications, experience, historical performance record, financial capability, understanding of needs, suggestions for improvements, and **price**, including suggested innovations and the respondent's proven technical capabilities. In addition to the data and documentation being submitted by the respondent in response to this request, the Authority reserves the right to make an on-site inspection and evaluation of any facility at which operation, maintenance and management services are currently being performed by the respondent. If the Authority chooses to exercise this right, the respondent shall provide a representative, with or without notice, to accompany the Authority or its delegated representatives on any on-site inspection. The inspection is not limited to only one facility. All costs for transportation and subsistence to inspect any facilities incurred by Authority personnel shall be borne by the Authority.

#### **X. ADDITIONS AND EXCLUSIONS**

It is understood that the Authority has specified the RFQ/PP's to be provided. All other additions and/or any exclusion shall be clearly and separately identified as noted herein. Non-compliance with this requirement will be considered cause for disqualification of the respondent from further consideration.

#### **XI. NEGOTIATIONS WITH HIGHEST SCORING RESPONDENT**

The Authority regards the submission of the RFQ/PP as the most important factor in selection of a respondent to provide services for the operation, maintenance and management of the Authority facilities (systems) under a public-private partnership. The Authority reserves the right to reject any and all RFQ/PP's and is under no obligation to award a partnership.

The Authority intends to negotiate an agreement with the respondent with the highest score, as determined by the Board. However, should the negotiation with the highest scoring respondent not produce an acceptable partnership arrangement, the Authority will request the respondent placing second in the evaluation process to begin negotiations.

The responsibility for the final selection and partnership negotiation rests solely with the Authority.

The Authority shall not be liable to any respondent for costs associated with responding to the RFQ/PP for the respondent's participation in any oral interview, or for any costs associated with negotiations.