City of Crescent City

Request for Proposals

for

Operations, Maintenance, and Management Services
for Wastewater Treatment Plant (Required)
and Water Quality Laboratory (Optional)

December 6, 2018

Due Date: January 25, 2019
Due Time: 3:30 PM PST
Location: City of Crescent City
          Attn: Jon Olson, Public Works Director
          377 J Street
          Crescent City, CA 95531
SECTION 1 – INTRODUCTION

1.1 RFP INVITATION AND PURPOSE

The City of Crescent City (“City”) is requesting proposals that will lead to the selection of a qualified firm to provide full service operations, maintenance, and management services for the City’s Wastewater Treatment Plant (WWTP). For purposes of this RFP, “firm” includes legal entities of all types that are engaged in providing the type of services requested herein. Proposals may, but are not required to, include full service operations, maintenance, and management services for the City’s Water Quality Laboratory. Responsibilities to be included in the scope of work include:

(1) **Required** – Operation and maintenance (O&M) and asset management of the Crescent City **Wastewater Treatment Plant (WWTP)**. Core responsibilities include O&M of all equipment including on-call response to WWTP system emergencies and alarms 24 hours per day, 7 days per week. General management responsibilities include reporting and staffing duties in conformance with City’s needs. Key regulatory program management responsibilities include complying with the State Office of Certification requirements for WWTP O&M, National Pollution Discharge Elimination System (NPDES) permit provisions, pretreatment program, biosolids compliance and reporting, and industrial user permits. Scope also may include performing duties of the WWTP Chief Plant Operator (CPO) and Legally Responsible Officer (LRO).

(2) **Required** – Additional key regulatory responsibilities include ensuring site compliance and applicable safety and health requirements, hazardous material and hazardous waste management, and State CUPA requirements at all included facilities managed by the selected Contractor.

(3) **Optional** – O&M and asset management for the Crescent City **Water Quality Laboratory ("Lab")**, serving process and regulatory testing needs for the Crescent City WWTP, the Crescent City water system, and various external clients including multiple community services districts (CSD’s), Pelican Bay State Prison, and local drinking water well owners. External testing primarily consists of water system presence/absence tests. General management services scope includes reporting and staffing duties in conformance with City’s needs. Regulatory responsibilities include performance of testing and logging of NPDES and water system tests as well as arranging and managing regulatory special tests utilizing a third-party laboratory. Other responsibilities include assisting in preparation of NPDES reports and water reports, maintaining ELAP certification for the lab for approximately 38 accredited fields of testing, and logging of NPDES and collections system tests.

The purpose of this Request for Proposals (RFP) is to provide the City with the assurance that these City administered facilities are maintained in compliance with all applicable local, state, and federal laws and regulations. The objective of the proposed relationship is to maintain a high level of quality service for the City’s customers through appropriate documentation and workflow methodology in the most cost-effective manner possible.
The goal of this RFP is to identify and short-list firms that have the demonstrated experience and financial capability to effectively and efficiently assume the responsibilities outlined in this RFP. If a qualified firm is selected, the City intends to enter into a five-year contract with a potential five-year extension for the management, operations, and maintenance of its selected utilities. Firms must demonstrate that they meet all of the qualification requirements described herein. Only those firms that meet the qualification requirements will be short-listed for further consideration in the selection process.

1.2 BACKGROUND

The City of Crescent City is a general law municipality that owns, operates, and maintains the Wastewater Treatment Plant and related facilitates, and a Water Quality Laboratory. Crescent City is in Del Norte County along Highway 101 on the Northern California coast about 20 miles south of the Oregon border. In the past, the primary industries within Crescent City were logging and fishing. Major industries now primarily include tourism and the Pelican Bay State Prison located just north of the City. The City of Crescent City is an economically disadvantaged community with a median household income of approximately $37,000 per year.

1.3 DESCRIPTION OF THE FACILITIES / UTILITIES TO BE CONTRACTED

(1) Wastewater Treatment Plant (required)

The Wastewater Treatment Plant, located at 210 Battery Street, is a 1.86 MGD average annual flow ocean discharge plant. The facility’s NPDES Permit No. CA0022756 is administered through the North Coast Regional Water Quality Control Board’s Santa Rosa office. The Crescent City WWTP provides service to approximately 3,900 accounts. The first Crescent City WWTP was constructed in 1958 and has undergone four major retrofits since then. The most recent, a $40M upgrade, occurred in 2007 and was in response to cease and desist orders associated with plant effluent violations. The 2007 retrofit upgraded many portions of the facility including the addition of a 1.1 MGD rated membrane bioreactor (MBR). The WWTP is classified as a Class IV facility because it includes tertiary treatment.

- **Biosolids Management**

  Biosolids management relies on anaerobic treatment in digesters followed by dewatering with a belt press. Currently, the plant produces Class C Biosolids. Dewatered sludge is transported under a 10-year contract, to expire in December 2021, with Hambro WSG Inc., to a landfill in White City, Oregon.

- **Industrial Users and Pretreatment**

  Currently, there are three industrial users with permits requiring pretreatment in Crescent City:
  - Rumiano Cheese Co. - a cheese production facility
  - SeaQuake Brewing – A micro-brewery

RFP: OPERATIONS, MAINTENANCE, AND MANAGEMENT OF CRESCENT CITY WWTP & LAB

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• Port O’ Pints Brewing Co. – A micro-brewery

An additional permit for a local fish processing facility is likely to be put in place in 2019.

**2. Water Quality Laboratory (optional)**

The Crescent City Water Quality Laboratory (“Lab”) is located adjacent to the Wastewater Treatment Plant at 195 B Street in Crescent City. The Lab performs a variety of testing for City utilities and external customers as follows:

<table>
<thead>
<tr>
<th>CITY TEST CATEGORIES</th>
<th>Number of Tests/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WWTP NPDES</strong></td>
<td>pH, Turbidity, Total Residual Chlorine, Ammonia, Settleable Solids, Total Suspended Solids (TSS), % Total Solids, % Volatile Solids, Biological Oxygen Demand (BOD), Fecal Coliform, Total Coliform, Enterococcus</td>
</tr>
<tr>
<td><strong>WWTP Process Control</strong></td>
<td>pH, Turbidity, Ammonia, Nitrate, TSS, Volatile Suspended Solids (VSS), BOD, Volatile Acids, Alkalinity, Enterococcus</td>
</tr>
<tr>
<td><strong>Coordination of Third Party Testing for NPDES Permit</strong></td>
<td>Monthly Oil &amp; Grease, Monthly Copper/Nickel, Annual Chronic Toxicity, Annual Ocean Plan Table B, Annual Belt Press Cake Metals</td>
</tr>
<tr>
<td><strong>Crescent City Water System Regulatory Testing (including coordination of send out testing)</strong></td>
<td>pH, Free Chlorine, Turbidity, Presence/Absence Total Coliform and E. Coli, MPN(QT2K) Total Coliform and E. Coli, 1,2,3-TCP, DPBR, CCR Annuals, Additional Testing</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXTERNAL CUSTOMERS TEST CATEGORIES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Water Systems</strong></td>
<td>Presence/Absence Total Coliform and E. Coli, MPN (QT2K) Total Coliform and E. Coli, Enterococcus</td>
</tr>
<tr>
<td><strong>Wastewater Treatment Plants</strong></td>
<td>pH, Settleable Solids, BOD, TSS, VSS, Fecal Coliform</td>
</tr>
<tr>
<td><strong>Pelican Bay State Prison Contract</strong></td>
<td>Presence/Absence Total Coliform and E. Coli, 1 x 10 MTF Total Coliform +Transport</td>
</tr>
<tr>
<td><strong>Industrial Users</strong></td>
<td>pH, Settleable Solids, BOD, TSS, Ammonia, Oil &amp; Grease (coordinate send out)</td>
</tr>
</tbody>
</table>
1.4 REFERENCE DOCUMENTS

The City has compiled additional reference documents for review and use by firms in preparing their proposals. Such reference documents will be available to firms electronically. The reference documents will, at minimum, include:

A. General
   - Three years of previous budget for each utility function
   - Existing organizational charts

B. WWTP
   - NPDES Permit No. CA0022756
   - Final Facilities Plan
   - Capital Improvement Program (CIP)
   - Operator Licenses

C. Industrial Users/Pretreatment
   - Permits for Rumiano Cheese, Port O’ Pints and SeaQuake
   - Copy of last Tetra Tech Audit
   - Most recent Local Limits Study

D. Laboratory
   - Lab Licenses
   - Laboratory Quality Assurances Manual
   - Laboratory List of Accredited Testing

To obtain access to these documents, a written request must be submitted in writing to Jon Olson, Public Works Director. Firms will be allowed to make copies of documents at their own expense.
1.5 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. The City will not be bound by or be responsible for any explanation or interpretation of the RFP documents other than those given in writing as an addendum. Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP should immediately notify the Public Works Director via email. If necessary, any discrepancies will be resolved with an Addendum to this RFP.

1.6 WASTEWATER FACILITIES AND LABORATORY TOUR

The City will conduct tours of the wastewater treatment plant and the water treatment laboratory as part of the mandatory pre-proposal meeting. Each firm is limited to three participants per tour. Tours are anticipated to take up to one full eight-hour day.

1.7 CONTRACT OPERATIONS OBJECTIVES

The City intends to enter into an agreement with the firm that best demonstrates the ability to assume full responsibility for the safe, efficient and cost-effective operation and maintenance of the specified utility assets and management functions in compliance with all applicable local, state and federal laws and regulations, as well as, the performance standards established by the City. The selected firm (the “Contractor”) will assume all responsibilities and liabilities associated with operating and maintaining the specified utility assets to ensure reliability of operations and to maintain the value of the City’s investment in City infrastructure and equipment. The Contractor will be required to provide all labor, materials, supplies, utilities, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services for compliant, reliable, uninterrupted, and economical operation of the managed assets to ensure the continuous operations of key utility services. The Contractor must operate and maintain the wastewater facilities to avoid any circumstances that result in NPDES permit violations, a failure to meet lab certification standards, or a violation of regulatory and safety standards (OSHA, etc.), while continuing to meet performance standards established by the City.

The Contractor will be required to maintain the City’s assets in a manner that preserves, and when economically advantageous extends, the managed assets’ life cycle, while maintaining a high level of reliability and efficiency of the assets. All buildings, structures, property, and equipment must be maintained in accordance with standards pursuant to maintenance requirements established by the City. Existing levels of redundancy must be maintained for each facility. The City intends to, subject to the availability of funding and based upon a prioritized capital improvement plan provided by the Contractor,
undertake upgrade, repair and replacement projects as recommended and authorized by the governing body of the City.

The Contractor will be required to implement an asset management program that adheres to the EPA’s Asset Management Best Management Practices and address the following general core elements:

A. Determination of the current state of the assets to establish the level of O&M program needs.
   Program elements should include:
   - An asset inventory
   - A condition assessment
   - An estimation of each asset’s remaining life
   - Asset valuation to determine replacement value

B. Establishment of a required “sustainable” level of service for the utility stakeholders including the public and regulators using the current actual performance of the utilities as a benchmark. Key components include:
   - Current customer needs and satisfaction with the utility’s performance
   - Anticipation of future regulations and requirements
   - Development and communication of performance targets
   - Metrics for tracking level of service standards

C. Identification of assets critical to sustained performance. Program elements should include:
   - Identification and establishment of a list of critical assets
   - Assessment of the probability of asset failures
   - Analysis of failure risks and consequences
   - Development (and update) system vulnerability assessments

D. Assist the City and its customers in achieving minimum life cycle costs by implementing the following core elements:
   - Moving from a corrective maintenance program to a predictive maintenance program
   - Determining when rehabilitation is more beneficial than replacement and vice versa
   - Understanding the life cycle cost for all critical assets
   - Using resources based on asset condition and criticality
   - Performing root cause analyses to determine causes of failures and to develop corrective action plans

E. Advise and give input to the City regarding estimated costs of achieving asset management goals

While the City ultimately retains responsibility for long and short-term planning for its utilities, the selected firm will be required to participate in planning activities and provide information to the City on a regular basis in support of the City’s short and long-term planning objectives for capital improvements, maintenance requirements, pertinent policy and regulatory matters.

A. Capital Improvements. The Contractor will be required to provide information and recommendations for capital improvements to increase operating efficiency, improve quality of service and extend the useful life of assets, including the development of information to support capital financing plans.
B. Maintenance. The Contractor will be required to provide information and make recommendations to make updates to existing maintenance plans and support the development of a long-term maintenance strategy for the utility assets, including identification of cost-saving measures, cost-effective maintenance projects and routine/preventive maintenance program scheduling.

C. Optimization of Asset Performance. The Contractor will be required to provide information and make technical recommendations to optimize performance of the assets, starting with a comprehensive gap analysis followed by implementation of various improvement processes including procedural changes and/or configuration changes.

D. Policy/Regulatory Issues. The Contractor will be required to evaluate proposed and actual regulatory changes from an operations standpoint to determine their effect on wastewater facilities capacity, management, operation and maintenance, including any financial impacts or required changes to the City’s policies and procedures. The City may also require input from the Contractor to establish or challenge the appropriateness of permit limitations.

E. Employee Training & Safety Plans. The Contractor will also be required to develop and implement a program for employee training for operation and maintenance skills improvement related to the requirements of the contract operation, as well as, development and implementation of safety and emergency response action plans.

-- END SECTION --
SECTION 2 – PROPOSAL INSTRUCTIONS

2.1 GENERAL

Firms must propose on the O&M and Management Services for the WWTP. Firms need not propose on the Water Quality Laboratory. Each proposal must be clearly marked indicating which services are being proposed.

Submission of Proposal

One (1) original, 6 bound copies and one electronic copy with indexed PDF file, labeled accordingly, of the proposal must be submitted in a sealed envelope or box marked “Professional Services for Operation, Maintenance and Management of Wastewater Treatment Plant and Laboratory” and addressed as follows:

City of Crescent City
Attn: Jon Olson, Public Works Director
377 J Street
Crescent City, CA 95531

The original and copies of the proposal must be indexed with tabs as requested in Section 2.3 - Proposal Contents.

All proposals must be received at City Hall no later than 3:30 p.m. PST, on January 25, 2019.

2.2 PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference will be held on December 19, 2018 at 8:00 AM in the large conference room at the Crescent City Wastewater Treatment Plant, 210 Battery Street, Crescent City, CA 95531. This meeting is mandatory for ALL firms interested in pursuing this work as a prime contractor, including members of joint ventures.

2.3 PROPOSAL CONTENTS

The proposal submission in its entirety must consist of the Technical Proposal, all requested information and documentation, and the Cost Proposal, as detailed below:

A. Technical Proposal

The Technical Proposal must include appropriate and requested information in sufficient detail to demonstrate that the firm understands the project and has the ability to meet the contract requirements.

Each proposal must include a transmittal letter that clearly designates the firm’s point of contact, the firm’s authorized representative, location of firm’s principal place of business, and the name and location of all...
sub-consultants/subcontractors. The transmittal letter must be followed by acknowledgement of any published Addenda.

TAB 1: Executive Summary

The executive summary is to include a brief statement of the firm’s approach to the work, understanding of the project’s goals and objectives, and understanding of the project’s potential problems and concerns. The executive summary is to also provide a concise overview of the firm’s experience (including the firm’s background and qualifications), the firm’s financial stability and overall organization of the team, as well as reasons why the firm is the best value choice for the City and its customers.

TAB 2: General Qualifications and Experience

This tab must include a narrative of the firm’s qualifications and experience as well as the qualifications and technical experience/expertise of key personnel. Additionally, it must provide a narrative summary of the qualifications and experience of the team that demonstrates, at a minimum, the following requirements:

1. The firm has been in the business of providing full service public-private contracts for operation, maintenance, and management of wastewater treatment facilities for at least 10 years. If proposal includes operation, maintenance, and management of the water quality laboratory, the firm must have been in the business of providing said service public-private contracts for at least 10 years.

2. The firm has operated sludge dewatering equipment and is knowledgeable regarding state and federal biosolids regulations.

3. The firm has operated facilities that are comparable in complexity to the City’s facilities.

4. The firm has experience utilizing business systems in full service public-private contracts for operation, maintenance and management of wastewater treatment facilities, laboratory (if service is proposed), and related utilities. Describe the systems and cite examples of past and present utilization.

5. The firm has experience working with engineers to modify treatment systems to improve performance.

6. The firm has experience in successfully transitioning public operations and the associated employees into the private sector. Cite specific examples of transition experience that are on a comparable or larger scale to the City’s facilities and provide references.

7. The firm has experience in successfully implementing risk management plans.

8. The firm has experience in successfully implementing emergency response plans. Describe the firm’s experience in preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations. Identify the number of the firm’s employees in the region who could supplement the efforts of existing on-site staff should the need arise.
9. The firm has a strong record of health, safety and environmental compliance. Provide the firm’s current OSHA recordable rate and EMR and information about any health, safety or environmental violations within the last five years. Describe the firm’s approach to meeting and guaranteeing NPDES permit compliance.

10. The firm must demonstrate the ability to furnish liability and property damage insurance of not less than $10,000,000 combined single limits for bodily injury and/or property damage.

11. The firm must demonstrate the ability to secure a performance bond from a surety licensed in the State of California in an amount equal to the annual contract value. The firm must provide a letter from surety indicating the ability to secure this bonding.

TAB 3: Relevant Contract Operations Experience

Provide a description of five (5) relevant projects/contract experiences including references, annual costs for operation, maintenance and capital expenses within the scope of the contract, as well as a description of past performance. Include samples of standard operating procedures, training and qualification programs, performance and other tracking metrics and other relevant reports used for other similar projects.

TAB 4: Staffing Plan

Provide an organization chart, facilities staffing plan and resumes for each of the key personnel proposed for this contract with specific emphasis on the Project Manager, Operations Manager and Maintenance Manager. Resumes must include role, years of experience, education, recent relevant training, licensure and certifications in addition to experience. Staffing plan should indicate the commitment of current Crescent City key staff to this contract. All City staff working at the proposed facilities at the time of transition must be offered a position in Crescent City for at least 12 months.

Minimum qualifications of the Site Manager include meeting the following:

1. Current California Class IV Wastewater Operator’s certification
2. Minimum of five (5) years combined experience in operation and maintenance of Wastewater Assets comparable in size and scope to City of Crescent City facilities
3. Five (5) years of management experience in the operation and maintenance of wastewater facilities

TAB 5: Utilities Operations Approach

This tab must describe in sufficient detail and clarity the firm’s operations, maintenance, and management approach to accomplish the work identified in the required Scope of Services. Describe methodologies including best practices and benchmarks to be used, required reports, and deliverables. At a minimum, the approach must cover regulatory compliance, including measures to address consent decree compliance requirements, operations and maintenance, repair and replacement, asset management, odor mitigation,
biosolids management, quality control/quality assurance, cost control and emergency response and preparedness.

TAB 6: Approach to EPA Asset Management including Maintenance and Capital Improvements

Provide with sufficient detail and clarity, the firm’s approach to implementation of routine, preventive and emergency maintenance for the contracted assets including suggested methodology for allocating funding. Likewise, provide with sufficient detail and clarity, the firm’s approach to assisting the City with planning and implementation of capital improvements, including suggested methodologies for funding improvements. Describe the process and requirements to transition improvements to the firm’s responsibility for O&M.

TAB 7: Transition Plan

Recognizing that the firm is to assume operations July 1, 2019, unless an alternate date is agreed upon, please provide details on the transition plan for the operation, maintenance and management services for the WWTP/Lab, such that there will be a “smooth” transition from City operations to contract operations.

TAB 8: Regulatory Compliance Record

For each of the five (5) reference projects cited in Relevant Project Experience, provide:

1. List of all permit/regulatory violations including associated fines and required mitigation measures.
2. List of all incidents where contract requirements were not met including for odor complaints.

TAB 9: Financial Capability

Firms must submit financial statements to demonstrate good standing and the capacity required for this contract. Submit audited financial statements for the past three fiscal years. The financial statements must include income statements, balance sheets and statements of cash flow.
TAB 10: Disclosures and Potential Conflicts of Interest

All potential conflicts of interest must be disclosed, including the identification of any members of the firm’s team that are related to an employee of the City, including any appointed or elected officials. Failure to disclose potential conflicts of interest may result in the proposal being rejected.

TAB 11: Employee Retention

This tab must include employee retention rates and the firm’s approach to retaining highly qualified employees. This tab must also include the firm’s proposed rate of pay and benefit packages for all positions within the staffing plan.

TAB 12: Cost Proposal

Firms must include a narrative describing the basis for the cost proposal including all metrics and assumptions that will allow the City to determine the reasonableness and completeness of the cost proposal and compare it to other cost proposals received. This tab must also include:

1. Details of price proposal for providing the required scope of services
2. Future price adjustments for the additional improvement upgrades to the facilities
3. Concepts of pricing adjustments on an annual basis
4. Terms and conditions

The price must identify all appropriate terms and conditions associated with the Cost Proposal. All pricing exceptions must also be noted. Failure to do so will be considered cause for disqualification. The following definitions are applicable to the price items requested in this section:

1. Labor – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, and dental plan premiums, life insurance premiums, retirement contributions, sick leave and other costs directly attributable to employees.

2. Chemicals and Utilities - Includes all chemicals and utilities necessary for the operation and maintenance of the wastewater treatment plant facility and laboratory (if included in proposal).

3. 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.

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

5. Maintenance and Repair Limit Budget – 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. The firm’s on-site
labor must not be included.

6. Other – Include itemization of all expenses, including mark-up, not identified in any other specific
category including home office technical support.

2.4 RESERVATION OF CITY RIGHTS

A. Award of a professional services contract for this project is subject to the availability of
funding and approval by the Crescent City City Council.

B. The City reserves the right to request clarification of information submitted and to request
additional information of one (1) or more firms.

C. The City reserves the right to negotiate the contract for the project with the next most
qualified firm if the first choice firm does not execute the contract within five (5) days after
negotiation of an agreement. The City reserves the right to negotiate all elements of work
that comprise the selected RFP.

D. The City reserves the right, after opening the proposals, or at any other point during the
selection process, to reject any or all proposals, modify or postpone the proposed project,
evaluate any alternatives offered, or accept the proposal that, in the City’s sole judgment,
is in its best interest.

E. The City reserves the right to terminate the contract if the Contractor fails to begin to
perform the work described herein within ten (10) days after the City has issued the
Contractor a written notice to proceed.

F. The City reserves the right to reject proposals from firms that are serving other entities in
a manner that creates a conflict of interest.

G. The City may select a portion of any proposal to negotiate with the firm, excluding other
services that were proposed.

2.5 ADDITIONAL REQUESTS FOR INFORMATION

The City specifically requests that any contact concerning this RFP be made exclusively with the City’s
Publics Works Director, Jon Olson at jolson@crescentcity.org Failure to honor this request will be
negatively viewed in the selection process. Responses to all questions received will be issued in the form
of an Addendum to this RFP. Addenda will be provided to pre-proposal conference attendees and posted
on the City’s website (www.crescentcity.org).
2.6 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn up until the date and time set above for opening proposals. Any proposals not so withdrawn will, upon opening, constitute an irrevocable offer to negotiate for a period of ninety (90) days or until one of the proposals has been accepted and a contract has been executed between the City and the selected firm.

2.7 EXPENSE OF SUBMITTAL PREPARATION

The City accepts no liability for the costs and expenses incurred by proposers in responding to this RFP, preparing responses for clarification, attending interviews, participating in contract development sessions or meeting and presentations required as part of the selection process. Each firm that submits a proposal does so voluntarily and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the proposal and selection process.

2.8 INFORMATION DISCLOSURE TO THIRD PARTIES

If any proposal contains confidential technical, financial or other types of information, the submitting firm must clearly label the specific portions sought to be kept confidential. Marking all or substantially all of a response as confidential may result in the response being considered non-responsive by the City.

Notwithstanding the foregoing, proposers recognize and agree that the City will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure of information or materials to third parties as required or permitted by law.

-- END SECTION --
SECTION 3 – SCOPE OF SERVICES

3.1 GENERAL INFORMATION

The selected proposer will provide an approach that economizes contract operations while delivering the required scope of services and providing value. Key staff and technical expertise must be readily available to the City at all times. This section of the RFP describes the minimum required scope of services. However, it is incumbent upon each Firm to review available documents and the facilities to propose an approach and costs that are comprehensive and meet the contract objectives.

3.2 REQUIRED SCOPE OF SERVICES

The required scope of services includes the complete management, operations, maintenance and repair of the Wastewater Treatment Plant. Firms may additionally include the complete management, operations, maintenance, and repair of the Water Quality Laboratory. Firms must also be able to provide dedicated full-time or part-time persons as needed to perform the required services. Prevailing wages are not required for this contract. The selected firm must be a California-licensed entity and all Operators and Lab personnel must have the appropriate state certifications as detailed below.

The following scope of services is to be performed in a manner that achieves the contract objectives as described in Section 1.5 including, but not limited to:

1. Perform all customary O&M and asset management services tasks for each of the contracted utilities.
2. Maintain a safe work environment at all times and administer a comprehensive safety program to protect Contractor employees, City workers, and the public. Program elements must comply with OSHA standards and City policies.
3. Establish and maintain programs to achieve full and ongoing compliance with local, state, and federal laws and regulations, including all regular and incident reporting requirements. This includes assuming all responsibility, including penalties for permit violations, for compliant and cost-effective utility asset operations, and for maintenance and management in accordance with all applicable state and federal regulations and laws as an agent of the City of Crescent City.
4. Comply with all requests for information by the City and by the EPA, RWQCB or others as approved by the City, and promptly supply information required for audits (including financial audits), public records requests, assigned reporting and any and all changes in compliance requirements.
5. Demonstrate to the City, in a quantifiable manner, full compliance with applicable permits and regulatory requirements including the WWTP NPDES Permit for the WWTP, and Lab Certification ELAP Accreditation (if Laboratory is included in proposal).
6. Provide technical assistance to address the City's existing assets, future capacity and regulatory requirements.
7. Provide specialized wastewater, facilities and lab professional engineering services that support the operation and assure continued compliant operations. This includes evaluation of proposed or actual regulatory changes and the effect of facility capacity, O&M or other impacts.

8. Assist the City in identifying and assessing facility improvement and opportunities to expand revenue base.

9. Develop and implement a transition plan in a manner that assures continuous operation and compliance of all included utility assets and assignment of responsibility as required with all regulatory contacts, all on-going contracts, regional customers, etc. Utilization and transition of existing O&M personnel needs to be a key component of the plan.

10. Provide for all associated salaries and benefits of personnel consisting of all qualified operation, maintenance and management personnel (on-site, technical support, administrative, corporate, corporate support, professional services, etc.) to operate and maintain the facilities, including after hour call-outs 7 days per week pursuant to the contract agreement. Positions identified as key personnel must be filled on an interim or permanent basis at all times.

11. In addition to full asset management and O&M, the selected Firm will also perform key regulatory functions for the WWTP and Pretreatment Program. This includes fulfilling a variety of regulatory roles including the WWTP LRO and CPO, Designated Representation and all other regulatory roles required to implement and fully administer facility regulatory requirements. If proposal includes the Laboratory, scope also includes regulatory functions for the Lab including the role of Lab Director as required under ELAP Permits.

12. Maintain and update, as needed, various core facility programs, including new standard operating procedures for the WWTP and sampling and quality assurance plans for the Lab (if Lab is included in proposal).

13. Perform a review and update to computerized maintenance management system (CMMS) equipment databases and maintenance schedules. This scope includes validating and confirming an adequate CMMS system is in place for all critical equipment.

14. Maintain various facility regulatory and emergency plans including, including but not limited to, Emergency Response Action Plans, Spill Prevention Countermeasure and Control (SPCC) and Hazardous Materials Business Plans.

15. Maintain emergency generators at the contracted facilities, including record keeping requirements of the Local Air Quality District.

16. Perform required record keeping in conformance with regulatory needs and standard best management practices.

17. Perform and implement an effective management of change program to maintain facility design and ensure documents are updated to reflect approved changes and prevent unauthorized changes.

18. Provide the City with recommendations for capital improvements including costs and plans for implementation on an annual basis.

19. Support the City in rate evaluations and implementation under the Proposition 218 process.

20. Perform all corrective, predictive, preventive and routine maintenance and repairs of the Contracted utility equipment including: the grounds, facilities, buildings and other structures as inventoried. , up to a single item and total annual cap to be agreed upon with the City..
selected Firm will also be responsible for plant tools, equipment and supplies as inventoried and for providing replacements as needed.

21. Water Quality Laboratory: Perform required WWTP, Industrial User, regulatory, and process testing. Perform third-party testing for external clients including under the existing contract with Pelican Bay State Prison.

22. Maintenance of all structures and equipment of contracted assets including but not limited to:
   - Piping and equipment
   - Mechanical systems
   - Electrical systems
   - Instrumentation and controls
   - Required equipment calibrations and any required documentation
   - HVAC systems
   - All buildings and structures
   - All communication, computer and security systems
   - Perform painting of equipment as required to prevent corrosion

23. Perform facility, janitorial, and custodial services.

24. Perform all required procurement and maintain and develop required service contracts.

25. Provide all utilities at the contracted facilities, including, but not limited to:
   - Telephone systems and telephone service
   - Water
   - Energy
   - Propane

26. Provide for waste disposal including management of contracted utilities’ recyclable and non-hazardous and hazardous waste.

27. Perform on an as-needed basis, clarifier and digester cleanings.

28. Firms must specifically maintain and operate equipment at all the facilities in such a manner so as not to void any warranties that may be applicable to existing equipment or that may arise with equipment procured by the selected Firm or the City during the term of the Contract.

29. Maintain all land, buildings, improvements and permanent equipment within the boundaries of the contracted utilities.

30. Respond to all emergencies on contracted utilities on a 24/7 basis and implement repairs or other required corrective actions including security alarms.

31. Maintain any required special software systems licenses including SCADA, SEMS, LIMs, Dream Reports and CMMS as required for operation and maintenance of the utilities.

32. Coordinate and maintain required facility contracts including biosolids disposal with third party contractor.

33. Provide all required materials, supplies and consumables, including, but not limited to:
   1. Chemicals
   2. Fuel (vehicle, propane and diesel for generators)
   3. Lubricants
   4. Spare parts inventory
5. Process laboratory supplies, reagents, and associated materials if Laboratory is included in proposal.
6. Tools and maintenance equipment
7. Office supplies
8. Office equipment including copiers
9. All vehicles and all rolling stock required for the project
10. All safety and PPE equipment

Included in the final contract will be a detailed list of included equipment consisting of tools, spare parts and rolling stock.

34. Provide any communication equipment, computer equipment, hardware, software and interconnections as deemed necessary for the selected firm to manage the utilities and remotely monitor the system. (Example - iPhone, iPad, laptops etc.) The City will provide the existing SCADA, desktop computers and copiers at commencement of the contract. The selected firm will be responsible for upgrades and replacement of IT and office equipment due to wear and tear and obsolescence.

35. Perform all required purchasing and maintain and renew any required service contracts.

36. Training – The Contractor will be required to develop and implement a program for employee training for operation and maintenance skills improvement related to the requirements of the contract operation; as well as development and implementation of a safety and security plan as required federal, state and local laws, for example Department of Toxic Substance, etc.

37. Fit Test – The Contractor will be required to have all operators fit tested to meet Occupational Health and Safety Act requirements, and personnel must be clean shaven in order to be respirator ready.

3.3 LENGTH OF CONTRACT

The length of the contract for Operation, Maintenance and Management of Wastewater Facilities will be for five years with the option to renew annually for an additional period of up five to (5) years subject to approval by the City’s governing body, not to exceed a total contract time of ten (10) years.

-- END SECTION --
SECTION 4 – PROPOSAL EVALUATION

4.1 EVALUATION COMMITTEE

The City’s evaluation committee will evaluate and develop a list of top-ranked firms from the technical proposals received. Top-ranked firms will then be notified of a request to appear before a City selected evaluation committee for oral presentations.

4.2 EVALUATION SCHEDULE

The targeted schedule for this process is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released for Advertisement</td>
<td>December 6, 2018</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Conference</td>
<td>December 19, 2018</td>
</tr>
<tr>
<td>Written questions/requests for information</td>
<td>January 11, 2019</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>January 25, 2019</td>
</tr>
<tr>
<td>Oral Presentations</td>
<td>February 6, 2019</td>
</tr>
</tbody>
</table>

4.3 SELECTION CRITERIA

Selection of a firm for negotiation of a contract will be based on an evaluation of the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Overall Qualifications and Experience</td>
<td>30</td>
</tr>
<tr>
<td>Qualifications and technical experience of key personnel; relevant project experience; understanding of the City’s facilities; technical resources and knowledge of key issues related to the City’s facilities (process control, laboratory QA/QC, sludge management, system maintenance and capital improvement planning).</td>
<td></td>
</tr>
<tr>
<td>B. Approach to Operations</td>
<td>30</td>
</tr>
<tr>
<td>Utility facilities operations approach including strategies for asset preservation and life extension, facility optimization, wet weather operations, and employee retention plan.</td>
<td></td>
</tr>
<tr>
<td>C. Compliance History</td>
<td>10</td>
</tr>
</tbody>
</table>
D. Financial Strength

Overall ability of the firm to carry out the contractual commitments for the requested services: minimum tangible net worth, in each of the past three years, of at least $50 million; ability to secure a performance bond in the amount of the annual service fee to provide services in accordance with the contract; the firm, or any affiliate company, has never filed for bankruptcy.

E. Cost Proposal

4.4 SELECTION OF PROPOSAL

After review of the proposals and oral presentations to the City’s evaluation committee, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked firm to negotiate a contract. In the event the City is unable to reach agreement with the highest ranked firm, the City reserves the right, in its sole judgment, to negotiate with the second highest ranked firm, and to proceed so forth and so on, until, in its sole judgment, it reaches an agreement that is in the best interests of the City and meets the needs of the utility. Once the City has reached an impasse with a firm with whom it is negotiating and ends negotiations with that firm, the City will no longer negotiate with that firm under this solicitation.

4.5 PROPOSAL PROTEST PROCEDURES

In the event of a dispute concerning the selection process, the firm wishing resolution must submit, in writing, a protest letter to the City Manager. The protest must be received (via mail, personal delivery, or fax) within three (3) business days after notification of the evaluation committee’s recommendation of a firm to perform the services requested under this Request for Proposal. The protest letter must state the nature of the issue and the relief sought. If the issue cannot be resolved by the City Manager, the matter can be appealed to the City Council within three (3) business days after the City Manager’s decision is issued. All disputes and/or appeals must be submitted and addressed as follows:

Eric Wier, City Manager
377 J Street
Crescent City, CA 95531
Fax: 707-465-4405

-- END SECTION --