

**ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS  
FOR THE  
OPERATION, MAINTENANCE AND MANAGEMENT  
OF THE  
WASTEWATER FACILITIES  
CITY OF GRAND ISLAND, NEBRASKA**

The City of Grand Island Public Works Office is requesting contract specific statement of qualifications (RFQ) and performance data for operation, maintenance and management of the Wastewater Facilities. The City will select one (1) firm based on committee evaluation to enter into an agreement for operation, maintenance and management of the Wastewater Facilities. The City desires practical applications which best accomplish the objectives of the requested services while incorporating innovative and cost effective methods.

**SUBMISSION DATE:** August 16, 2011

(Statements of qualification received after **4:00 p.m.** on this date **WILL NOT** be considered.)

The work to be performed is described in the Overview of Services. If interested, submit four (4) copies of the required information to the City Clerk, City Hall, 100 East First Street, Grand Island, NE 8801 or P.O. Box 1968, Grand Island, NE 68802-1968; Attention: Statement of Qualification, Grand Island Wastewater Facilities.

If the firm has any questions regarding this request for Overview of Services, please contact Mr. John Collins at (308) 385-5444, extension 260, or [jcollins@grand-island.com](mailto:jcollins@grand-island.com).

Statements of qualification and performance data will be evaluated on the following criteria.

- Corporate capabilities and ability to perform the proposed services;
- Experience in providing these and/or similar services; and
- Financial qualifications.

The firm shall comply with the City's insurance requirements, LB 403, Article X, Budget Year, and the Gratuities and Kickbacks policy.

**TITLE VI**

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

**SECTION 504/ADA NOTICE TO THE PUBLIC**

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Mary Lou Brown  
308-385-5444, extension 140  
100 East First Street, Grand Island, NE 68801  
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards, City Clerk

**City of Grand Island**

**Request for Qualification  
for the  
Operation, Maintenance and Management  
of the  
Wastewater Facilities**

**Date: July 20, 2011**

# Request for Qualifications

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## 1 Introduction

The City of Grand Island (City) is issuing this Request for Qualifications (RFQ) to solicit statements of qualifications from firms capable of providing full service operations, maintenance and management of the Wastewater Treatment Facilities (Facilities) as described in Section 1.4 of this document.

This RFQ, issued in accordance with the provisions of the laws of the State of Nebraska, invites qualified firms to submit statements of qualifications (SOQs) describing their qualifications to provide the services described. Subject to approval by the City, the contract term under consideration is for five years with two optional five-year renewals.

### 1.1 Background and Objectives

The City is currently investigating the operational and financial feasibility of contracting the operation of the Facilities with an outside contractor experienced in operating this type of system. The objectives of this potential outsourcing of operations include:

- Managing operating and capital expenses
- Minimizing or eliminating permit excursions
- Minimizing or eliminating odor emissions
- Providing technical assistance to address the City's existing assets, future capacity and regulatory issues
- Removing the City's day-to-day burden of operating the system

Full service contract operations requires the Contractor to provide all treatment facility operation and maintenance staff and pay all chemical costs. The Contractor will be responsible for:

- All aspects of facility management, operation and maintenance and for all costs including hiring, training and administering all personnel-related issues.
- Furnishing and maintaining vehicles and light duty service trucks to carry on daily operations.
- Maintaining all land, buildings, improvements and permanent equipment. Equipment maintenance shall be performed by the Contractor in accordance with manufacturer's recommendations, and the Contractor will be required to provide proof thereof to the satisfaction of the City.

Required capital expenditures will continue to be the responsibility of the City. Utility costs – including power, water and gas – shall not be included in the scope or associated pricing.

It is understood that the information contained in the RFQ and the qualifications and experience demonstrated by the Contractor shall be the general basis for the selection of a Contractor for the consideration to provide these initial scope of services and future services.

The City expects to select the most qualified, responsive, resourceful and experienced Contractor based on the review by the City and its evaluation/selection committee. The overall most responsive firm will be selected at the sole discretion of the City based on the review of and scoring of the Contractors' overall submittals.

Upon selection of the finalist, the City will immediately begin scope clarifications, draft agreement revisions and price negotiations with the most responsive Contractor. Should the negotiations fail to result in an executed agreement with the most responsive Contractor, the City may elect to terminate negotiations with the most responsive Contractor and begin negotiations with the second most responsive Contractor (and so on) or cancel the procurement process.

## 1.2 Purpose of Solicitation

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

The City's ultimate objectives for operation of the current and future Facilities is to select a Contractor who will provide a strong technical support team, operate in compliance, improve maintenance and provide efficiencies. In addition, the City wants to reduce its exposure to risks from possible operator errors related to compliance and safety.

Price adjustments to reflect process and/or scope modifications will be negotiated after selection for implementation by the City and clarification of the scope of services and terms and conditions of the agreement.

SOQs submitted by firms in response to this RFQ will be evaluated in accordance with the criteria outlined in Section 4 of this RFQ. Based on the City's evaluation of the RFQ, a Contractor will be selected by the City for contract negotiations. A response to this RFQ is mandatory for consideration.

## 1.3 Overview of Services

The City is seeking qualified Contractors capable of providing operation, maintenance, management and other related services for the Facilities. The Contractor ultimately selected from the Contractors pursuant to the City's comprehensive procurement process shall be required to provide various services associated with all or a portion of the Facilities. This may include, but not be limited to, provision of:

- Labor and benefits
- Process chemicals
- Laboratory and analytical services
- Routine maintenance of Facilities and associated equipment
- Reporting to regulatory agencies
- Management of the operations and maintenance

The Contractor will be responsible for satisfying the State of Nebraska's regulatory requirements and for operating, maintaining and managing the Facilities in compliance with all other applicable local, state and federal laws and regulations. Services for the operation, maintenance and management of the Facilities shall be provided in a safe, secure, effective and efficient manner.

## 1.4 Description of the Facilities

### 1.4.1 Wastewater Treatment Plant

The Wastewater Treatment Plant, located at 3013 Swift Road, Grand Island, Nebraska 68802-1968, has a design capacity of 40 MGD and currently treats an average daily flow of 13 MGD. The Grand Island Wastewater Treatment Plant is a primary treatment system, a single sludge biological nutrient removal secondary treatment facility, and effluent ultraviolet disinfection. It accepts wastewater from the citizens and businesses in the Grand Island and surrounding areas. The solids separated from water in the treatment stream are dewatered and hauled to local landfills for final disposal. The treated water is discharged to the Wood River via a storm water outfall ditch. We receive an average flow of 12 million gallons per day with 3 million gallons coming from the JBS meatpacking facility.

The Wastewater Treatment Plant is operated under NPDES Permit #NE0043702. See attached Wastewater Treatment Plant “Process Flow” and “Solids Flow” schematic exhibits.

#### 1.4.2 Pumping Stations

The following pumping stations are included in the Facilities:

- Lift Station No. 1 – 312 North Tilden Street
- Lift Station No. 2 – 1915 North Huston Avenue
- Lift Station No. 3 – 801 West North Front Street
- Lift Station No. 4 – 2603 North Broadwell Avenue
- Lift Station No. 6 – 921 East 5<sup>th</sup> Street
- Lift Station No. 7 – 903 South Grant Street
- Lift Station No. 8 – 2305 North Custer Avenue
- Lift Station No. 9 - 350 North Sycamore Street
- Lift Station No. 10 – 2011 North Sycamore Street
- Lift Station No. 11 – 2511 West 8<sup>th</sup> Street
- Lift Station No. 13 – 1810 Indiana Avenue
- Lift Station No. 14 – 2011 West 6<sup>th</sup> Street
- Lift Station No. 15 – 1703 Hancock Avenue
- Lift Station No. 17 – 3040 South Locust Street
- Lift Station No. 18 – 501 North Shady Bend Road
- Lift Station No. 19 – 2498 North Diers Avenue
- Lift Station No. 20 – 3336 Husker Highway
- Lift Station No. 22 – 3340 North Shady Bend Road
- Storm Water Pump – Summerfield Subdivision
- Storm Water Pump – Apache Road & Stagecoach Road
- Storm Water Pump – Chanticleer Street & Wood River
- Storm Water Pump – Riverside Gold Course Driveway
- Storm Water Pump – Cottonwood Road & Stagecoach Road
- Storm Water Pump – Stagecoach Circle
- Storm Water Pump – Stagecoach Cell

## 2 Description of Procurement Process

### 2.1 Procurement Process and Schedule

A summary procurement schedule of the major activities associated with this solicitation process is presented below. This schedule is based on the City’s intent to enter into an agreement with the selected Contractor by October 1, 2011.

Activity	Date
Issue RFQ	July 20, 2011
Receive statements of qualifications from Contractors	August 16, 2011
Evaluation of submittals complete	August 23, 2011
Site evaluation by most qualified Contractor	August 30, 2011
Initiate contract negotiations with most qualified Contractor	September 13, 2011
Award contract	September 27, 2011

## 2.2 City Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, add to, delete from and change this solicitation document
- To determine which Contractor, if any, should be selected for negotiations
- To reject any or all SOQs or information received pursuant to this RFQ
- To supplement, amend, substitute or otherwise modify this RFQ at any time
- To cancel this RFQ with or without the substitution of another RFQ or pre-qualification process
- To request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and selection process
- To conduct investigations with respect to the qualifications and experience of each Contractor
- To take any action affecting the RFQ or the services or facilities subject to this RFQ that would be in the best interests of the City
- To require one or more Contractors to supplement, clarify or provide additional information in order for the City to evaluate the RFQs submitted
- To waive any defect or technicality in any RFQ received
- 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

## 2.3 Expense of Submittal Preparation

The City accepts no liability for the costs and expenses incurred by the Contractors in responding to this RFQ, preparing responses for clarification, attending interviews, participating in contract development sessions or meeting and presentations required for the contract approval process. Each Contractor that enters into the procurement process shall prepare the required materials and submittals at its own expense 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 procurement process.

## 2.4 Information Disclosure to Third Parties

The public disclosure of the contents of each SOQ submitted in response to this RFQ is generally governed by Chapter 27. By responding to this RFQ, Contractors waive any challenge to the City's decisions in this regard.

If any submittal contains confidential technical, financial or other types of information, the Contractor must clearly label the specific portions sought to be kept confidential and specify the exemption that the Contractor is relying upon. 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, Contractors recognize and agree that the City will not be responsible or liable in any way for any losses that the Contractor may suffer from the disclosure of information or materials to third parties.



## 2.5 Questions/Clarifications Request

No interpretation or clarification of the meaning of any part of this RFQ will be made orally to any Contractor. Contractors must request such interpretation or clarification in writing from the City. If any Contractor has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document or otherwise requires clarification, such matters should be submitted in writing no later than 4:00 p.m. local time on August 16, 2011 to:

John Collins, P.E.  
P.O. Box 1968  
Grand Island, NE 68802-1968  
Phone: (308)385-5444 Ext. 260  
Fax: (308)385-5488

Only written or faxed contacts will be acknowledged.

Any and all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all recipients of the RFQ and shall become part of this RFQ. Copies of all questions and answers, and any addenda to supplement the RFQ, will be sent by fax and U.S. Mail to each Contractor no later than four days prior to the SOQ due date. Only formal written responses to properly submitted questions will be binding.

Contact with City officials (other than John Collins, PE, Public Works Director) is not allowed and may be considered as grounds for disqualification from the selection process.

## 2.6 Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

## 2.7 Insurance

Provide a summary of the firm's (and sub-consultant's) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

### Workers' Compensation and Employer's Liability

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident \$100,000 each employee \$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
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3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate
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4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence \$1,000,000 general aggregate
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5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

## 2.8 Fair Employment Practices

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

2.9 LB 403

Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

2.10 Fiscal Years

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

2.11 Proposal Terms and Conditions

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

2.12 Title VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

2.13 Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Mary Lou Brown  
308-385-5444, extension 140  
100 East First Street, Grand Island, NE 68801  
Monday through Friday; 8:00 a.m. to 5:00 p.m.

### 3 Submittal of SOQs

#### 3.1 General Instructions and Submittal Deadline

Contractors are requested to submit one original and four (4) copies of the SOQ to:

RaNae Edwards  
City Clerk  
P.O. Box 1968  
Grand Island, NE 68802-1968

SOQs are due on August 16, 2011 by 4:00 p.m. local time. No facsimile copies will be accepted. The package should be clearly labeled "Statement of Qualifications for the Operation, Maintenance and Management of the Wastewater Facilities."

#### 3.2 Document Organization

The statements of qualifications must provide the following information and be organized into sections that include at least the following:

- Cover Letter
- Required Standards
- Qualifications
- Appendices (primarily for supporting financial information)

Narrative pages are to be 8½x11 inches and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

Contractors are required to organize the information requested in this RFQ in accordance with the format outlined. Failure of the Contractor to organize the information required by this RFQ as outlined may result in the City, at its sole discretion, disqualifying the Contractor from further consideration.

##### 3.2.1 Cover Letter

The statement of qualifications must include a letter of transmittal attesting to its accuracy. The cover letter should provide the name, address and telephone and facsimile numbers of the Contractor along with the name, title, address and telephone and facsimile numbers of the executive that has the authority to contract with the City.

##### 3.2.2 Required Standards

This section establishes standards of experience and financial capabilities that the City requires for a Contractor to be considered qualified. The City, at its sole discretion, will decide if a Contractor meets the standards. Full service public-private contracts for operation, maintenance and management means, at a minimum, providing all labor and management, paying all operation and maintenance expenses and guaranteeing performance including regulatory agency compliance.

Contractor must:

- Have been in the business of providing full service public-private contracts for operation, maintenance and management of wastewater treatment facilities for at least five years.
- Have existing full service public-private contracts for operation, maintenance and management of water and wastewater treatment facilities that have been in effect for at least five years.

- Have operated facilities that are comparable in size and complexity to the City's Facilities.
- Have experience utilizing business systems in full service public-private contracts for operation, maintenance and management of treatment facilities. Describe the systems and cite examples of past and present utilization.
- Have experience in working with engineers to modify treatment systems to improve performance.
- Have experience in successfully transitioning projects and the associated public employees into the private sector. Site specific examples of transition experience that is on a comparable or larger scale to the City's Facilities and provide references.
- Have experience in successfully implementing risk management plans.
- Have experience in successfully implementing emergency response plans. Describe the Contractor'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 Contractor's employees in the region who could supplement the efforts of existing on-site staff should the need arise.
- Have a strong record of health, safety and environmental compliance. Provide the Contractor's current OSHA recordable rate and EMR and information about any health, safety or environmental violations within the last five years. Describe the Contractor's approach to meeting and guaranteeing permit compliance.
- Be able to furnish liability and property damage insurance of not less than \$2,000,000 combined single limits for bodily and/or property damage. Submit evidence of the ability to provide coverage in this amount.
- Be able to secure a performance bond from a surety licensed in the State of Nebraska in an amount equal to the annual contract value. The Contractor shall provide a letter from surety indicating the ability to secure this bonding.

### 3.2.3 Qualifications

Contractors shall demonstrate their ability to undertake the City's project by providing the technical qualifications of the Contractor, individual team members and principal subcontractors, if applicable. The City reserves the right to conduct an independent investigation of the Contractor's technical qualifications by contacting project references, accessing public information, inspecting facilities or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Contractor shall provide the following information to demonstrate its technical qualifications:

#### Corporate Profile:

- Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Contractor and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party. A project organization chart clearly delineating lines of authority within the organization is required. The history, ownership, organization and background of the Contractor shall also be provided.
- If the Contractor is a joint venture, the required information shall be submitted for each member of the joint venture firm. The Contractor shall describe the history of the relationships among team members, including a description of past working relationships.
- The SOQ shall also identify which portions of the work, if any, will be subcontracted. If subcontractors are proposed, the proposed contractual relationships between the Contractor and all major partners and subcontractors relative to the project shall be outlined in the SOQ.

- Identify when the Contractor was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name.
- Provide a description of the circumstances, if any, related to any City employee, City Council member or other officer, employee or person who is payable in whole or in part from the City that has or had any direct or indirect personal interest in the Contractor.

Financial Qualifications:

- Submit audited financial statements for the past three fiscal years. The financial statements must include income statements, balance sheets and statements of cash flow.

Relevant Experience and References:

- Provide information about the Contractor's overall experience with operating wastewater treatment facilities in the United States. Provide details (size, duration of relationship and processes utilized) on representative treatment facilities the Contractor operates under a private contract operations and maintenance arrangement in the United States.
- Describe the Contractor's experience and capacity to serve communities in the region.
- Provide a complete list of the Contractor's current projects with information about the contracted scope of services, contract start date and client reference.
- Describe the Contractor's experience operating plants during capital upgrades and replacements.

Additional Capabilities:

- Detail the Contractor's capability to provide additional resources to assist in technical troubleshooting and capital planning. Explain how these resources are sourced (i.e., from affiliate companies, subcontractors) and whether these services are provided as part of the services offered under the base operating fee (as opposed to hourly billing).
- Highlight other capabilities of the Contractor that could be brought to bear on this project.

#### **4 Review and Evaluation**

Submissions received in response to the RFQ will be evaluated based on the Contractor's:

- Corporate capabilities and ability to perform the proposed services
- Experience in providing these and/or similar services
- Financial qualifications

Each Contractor's submission will be reviewed for completeness and responsiveness to the RFQ requirements. Based on its review and evaluation of the statements of qualifications, the City will select the most qualified Contractor to begin negotiations. The selection will be based on the Contractor's demonstrated ability to technically and financially perform the services outlined in this document. Specifically, statements of qualifications will be evaluated based upon the criteria presented in the subsequent paragraphs.

#### 4.1 Evaluation Criteria

In evaluating the RFQ, the City will utilize the requirements outlined in this section to identify the Contractor best qualified to perform the services.

Corporate Profile Qualifications – The Contractor will be evaluated based on the breadth of its capabilities, project organization structure and years of experience providing similar services. The Contractor shall demonstrate that the company, either under its current name or its predecessor, has provided similar operation and maintenance services for a minimum of five years.	20%
Experience & Technical Qualifications – The Contractor’s experience will be evaluated based upon its past history (such as number of projects, plant sizes, etc.) of successfully providing operations and maintenance services for similar facilities. The response will be evaluated based on the number of similar facilities operated and maintained under similar scenarios and the number of contracts, duration of the contracts and size of the facilities serviced. References will be contacted in order to verify satisfactory performance on other similar projects.	50%
Financial Qualifications – Financial information will be evaluated to determine the overall capacity of the Contractor to carry out the contractual commitments for the requested services. At a minimum, the Contractor must demonstrate tangible net worth, in each of the past three years, of at least \$3 million. The Contractor also will be evaluated based upon its ability to secure a performance bond in the amount of the annual service fee to provide services in accordance with the agreement. The Contractor shall demonstrate that the company, or any affiliate of the company, has never filed for bankruptcy.	30%

#### 4.2 Evaluation of Statements of Qualifications

Each statement of qualifications will be reviewed against the terms of this RFQ to determine if the submittal is complete and responsive and how well the Contractor satisfies the evaluation criteria. The City may reject any submittal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this RFQ. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City.

The City regards the submission of the statement of qualifications in response to the RFQ as the most important factor in the selection of a Contractor to provide services for the operation, maintenance and management of the current scope of services and their capabilities to provide innovative improvements at a future date. The City reserves the right to reject any all responses to the RFQ and is under no obligation to award a contract.

The City intends to select the most responsive Contractor and to negotiate an Agreement, then price with this firm. However, should the negotiation with the most responsive Contractor not produce an acceptable contract arrangement, the City may request the next most responsive Contractor to begin negotiations.

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

The City shall not be liable to any Contractor for costs associated with responding to the RFQ for the Contractor’s participation in any oral interview, or for any costs associated with the negotiations.