

MEMORANDUM

DATE: August 19, 2024

FROM: Yvonne Braddock, Town Clerk

SUBJECT: **RPF 2024-01 Water Treatment Plant Operation, Maintenance, Service, and Repairs**

The Town of Pierson is seeking to contract with a company that can facilitate the operation of two (2) water treatment plants, equipment, and facilities. After instruction and orientation, the contracted party will be expected to carry out routine duties as performed by a Licensed Water Treatment Plant Operator. The contracted respondent will operate, maintain, service, and repair a variety of plant equipment. Work involves proper operation and regulation of plant equipment so that end products meet the quality standards of the federal, state and county regulatory agencies and of the Town of Pierson. Work includes operation of pumps, chlorine equipment, and other related equipment, collecting water samples for laboratory analysis, taking and recording of meter readings at regular intervals, and controlling the addition of water treatment chemicals to the raw water. The contracted respondent will work in accordance with established plant operating procedures but may receive specific instructions for temporary departures from standard operating procedure, as necessary. Work is evaluated through direct visual observation and/or review of laboratory, and operating reports. The Town is anticipating a fixed cost for the operations portion of the proposal for Water facilities. Repair costs may be submitted as hourly charges plus other expenses. The Town of Pierson requires proof of insurance in the amount of one million dollars at a minimum. The Town reserves the right to waive compliance by any applicant with any provision contained in this request whenever the Town, in its sole discretion, believes such a waiver is in the Town's best interest. The Town Council will be the final authority on acceptable alternatives.

If interested, Respondent shall submit one (1) original and three (3) copies of its proposal with sufficient documentation to establish the qualifications to serve, including a copy of the licenses described herein, except for a copy of a driver's license, which is not required and shall not be sent with the package. The package should include a cover sheet with the RFP number, the physical address at which the Respondent is primarily based, any relevant names, phone numbers, and emails of Respondent's representatives, references (optional), and proposed pricing.

It is the Respondent's responsibility to ensure the Proposal submittals are in accordance with all requirements. The Town of Pierson reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality or information in the proposal and to accept the proposal considered to be in the best interest of the Town.

The specification outlined within this Request for Proposal represent the services the Town requires to meet its performance requirements. It is not the desire or intent of the Town to eliminate or exclude any company from submitting additional services or recommendations. However, primary consideration will be given to the specifications outlined herein.

A **mandatory** pre-bid meeting will be held at **1:30 PM on Monday, September 9, 2024**, at the Pierson Town Center located at 116 W. 1st Avenue, Pierson, FL 32180. The pre-bid meeting will be immediately followed by a site visit to the Town's two water treatment plants.

The deadline for receipt of proposals is **Monday, September 16, 2024, at 3:00 p.m.** Envelopes should be sealed and marked:

RFP NO. 2024-01 WATER TREATMENT PLANT OPERATION, MAINTENANCE, SERVICE, AND REPAIRS

ATTENTION: Town Clerk
116 W. 1st Avenue
Pierson, FL 32180

The deadline for questions regarding this matter is Tuesday, September 10, 2024 @ 3:00 pm, and should be addressed to the Town Clerk or Deputy Clerk, 116 W. 1st Ave, Pierson, FL 32180, info@townofpierson.org.

RFP No. 2024-01

WATER AND WASTEWATER PLANT OPERATIONS, MAINTENANCE, SERVICE, AND REPAIR

Scope of Services

General Description:

The Town of Pierson is seeking to contract with a company that can facilitate the operation of two (2) water treatment plants, associated equipment, and facilities. After instruction and orientation, the contracted party will be expected to carry out routine duties as performed by a Licensed Water Treatment Plant Operator.

The contracted respondent will operate, maintain, service and repair a variety of plant equipment. Work involves proper operation and regulation of plant equipment so that end products meet the quality standards of the federal, state and county regulatory agencies and of the Town of Pierson. Work includes the operation of pumps, chlorine equipment, other related equipment, collecting water samples for laboratory analysis, taking and recording of meter readings at regular intervals, and controlling the addition of water treatment chemicals to the raw water. The contracted respondent will work in accordance with established plant operating procedures but may receive specific instructions for temporary departures from standard operating procedures, as necessary. Work is evaluated through direct visual observation and/or review of laboratory, and operating reports. The Town is anticipating a fixed cost for the operations portion of the proposal for Water and Wastewater facilities. Repair costs may be submitted as hourly charges plus other expenses.

Essential functions:

- Monitoring, maintenance, and the proper surveillance of all potable water plant processes, equipment, and controls to ensure efficient operation of the plant and compliance with applicable federal, state and local laws, and ordinances and regulations.
- Performs skilled work in assisting in the operation of the water treatment facilities both inside and outside.
- Perform all required sampling, testing, and laboratory analyses for the water system as needed for compliance with FDEP regulations and any other applicable law. The contracted respondent will be responsible for paying the costs of these services
- Preparation and maintenance of accurate logs, reports, and records in an accessible location.
- Adjust equipment to regulate flow rates or modify treatment processes in accordance with needs determined by observation and tests.
- Make plant equipment repairs and calibrations and perform preventative maintenance on all water plant related equipment.
- Able to input data accurately into prescribed formats for submittals to regulatory agencies on a permit driven timetable.
- Checks all plant equipment for proper operation and performs related routine maintenance tasks.
- Clean and service pumps, motors, and other equipment and lubricates to manufacturer specifications as needed.
- Maintains inspection, activity, and equipment records in an easily accessible location.
- Ability to respond at any time as an emergency may require.
- The Company shall have sufficient staff to handle all Facility responsibilities even during sickness, vacation, and emergency, etc.
- Report any operational deficiencies to the Town of Pierson.
- Assist with maintaining an inventory of spare parts, chemicals, equipment.
- Company staff shall be able to stand for sufficient periods of time to perform chemical analysis.
- Company staff shall be able to understand oral and written instructions.
- Company staff shall be able to bend over to collect WTP samples.

Qualifications:

All Company staff that serve as operators for the two (2) facilities must meet the following minimum qualifications and requirements:

1. Have a High School diploma or GED.
2. Possess a valid State of Florida driver's license.
3. Possess Drinking Water Class "C" or higher Florida Operator Certifications from the State of Florida Department of Environmental Protection.

4. Have the ability to purchase/acquire/own any equipment or tools for maintaining and repairing all water treatment facilities.

Standard Terms and Conditions:

1. *Acceptance and Rejection* – This Town reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the Town of Pierson. The Town may award sections individually or collectively whoever is in its best interest.
2. *Addendum and Amendments to RFP* – If it becomes necessary to revise or amend any part of this Request for Proposal, the Town's Town Clerk will furnish the revision by written Addendum to all prospective proposers who are recorded with the Town as having received an original Request for Proposal. Addenda information will be posted online at <https://www.townofpierson.org>. Respondents are responsible to check for updates.
3. *Additional Terms* – The Town reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
4. *Award* – Award will be made to the best responsive and responsible offeror whose Proposal is determined by the Town to be in the best interest of the Town.
5. *Conflict of Interest* – The Respondent certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Respondents must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer of employees of the Town or of its agencies. Respondents must disclose the name of any officer or employee of Town who owns, directly or indirectly, an interest of five (5%) or more in the Respondent's firm or any of its branches or affiliate companies.
6. *Deviations from Specifications* – Any deviation from specifications must be clearly stated, explained in detail and accepted by the Town in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.
7. *Ex Parte Communication* – Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Town Clerk. Any attempt to directly contact and influence a Pierson Town Council Member, advisory committee member or any town staff members associated with the project after receipt of the Request for Proposal and prior to the execution of said contract will be grounds for disqualification.
8. *Informalities* – The Town reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.
9. *Respondent Expenses* – No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that proposer may incur in preparing or submitting proposals called for in this request. The Town will not pay for any out-of-pocket expenses,

such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposed in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

10. *Public Records* – Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State Constitution until such time as the agency provides a notice of an intended decisions or until 30-days after opening the bids, proposals, or final replies, whichever is earlier. Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Respondent believes any of the information contained in his or her response is exempt from disclosure, then the Respondent, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records once that information is determined to be available.
11. *Request for Additional Information and/or Clarification* – The proposer shall furnish such additional information/clarification as the Town may reasonably require. This includes but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.
12. *Request for Modifications* – The Town reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the Town.
13. *Responsible Respondent* – A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Special Conditions

1. *Commercial General Liability* – Respondent shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract in the amount of \$2,000,000.00. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x.c.u) exposures personal injury and advertising injury.
2. *Evidence of Insurance* – The Respondent shall furnish the Town with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind the coverage on its behalf. The Town is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the Town before the commencement of any work activities.

3. *Worker's Compensation* – Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

FORM OF THE PROPOSAL

The proposal must contain the following information:

1. The full name, tax identification number and corporate office address of the entity, which would enter into the contract with the Town of Pierson.
2. A statement indicating whether the Contractor or Principle has ever been terminated, fired or replaced by a client. If so, provide name the owner with contract information and describe the details.
3. Provide a comprehension description of the Contractor's corporate ownership history.
4. A statement indicating whether the Contractor or Principle has ever been involved in any litigation against or from a client? If so, provide the name of the client with contract information and describe the litigation.
5. Description of operations and maintenance experience to include references of other clients where the proposed Contractor or its Principals have demonstrated a minimum of five years' experience in the management of operations and maintenance services of water treatment facilities of similar complexity to that of the Town of Pierson.
6. Provide a detailed start-up schedule to include the chronological activities required to assure a smooth transition of operational control of the Town's facilities upon receipt of the Notice-to- Proceed.
7. Provide an operating plan which details the Contractor's approach to the operation of the Town's facilities as well as the preventative and corrective maintenance of all existing equipment and facilities, which shall be under the contractor's care in this agreement.
8. Provide a chart including all direct and indirect manpower, which shall be utilized in the performance of the scope of services.
9. Provide the resume of the proposed Project Manager which shall prove they are technically qualified to manage the requested scope of services. He/she shall also have demonstrated management experience in water treatment.
10. List all projects currently operated in the State of Florida with a client contact.
11. Provide a cost proposal and backup data identifying all costs associated with the performance of the above scope of services. The cost proposal will be made in sufficient detail by the Contractor to justify the total cost proposed to the Town. **Note:** Power, chemicals, and repairs shall be paid for by the Town.

The Town reserves the right to request additional cost data to the extent determined necessary for the performance of an adequate cost/price analysis. Price is an important factor in awarding this contract.