REQUEST FOR PROPOSAL

CITY OF NEW BEDFORD
DEPARTMENT OF PUBLIC INFRASTRUCTURE, WASTEWATER DIVISION

CONTRACT OPERATION, MAINTENANCE, AND MANAGEMENT SERVICES
OF THE CITY OF NEW BEDFORD’S
WASTEWATER TREATMENT FACILITY

New Bedford, Massachusetts

#20439047

December 2, 2019

Jonathan F. Mitchell
Mayor

Department of Public Infrastructure
1105 Shawmut Avenue
New Bedford, MA 02746
The City of New Bedford, Purchasing Department, in conjunction with the Department of Public Infrastructure, Wastewater Division is soliciting proposals for the operation, maintenance, and management of the Wastewater Treatment Plant.

Sealed proposals will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, Massachusetts, 02740, during business hours, until the date and time of the bid opening.

Responses Due: Monday, January 27, 2020 at 3 p.m. Prevailing Time

Contract Documents, including the Information for Responders Form of Contract, Specifications, and other Contract Documents, may be obtained and/or examined on or after Monday, December 2, 2019, in the office of City of New Bedford, Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740, (Monday thru Friday – 8:00 AM – 4:00 PM). Documents may be obtained by visiting the City of New Bedford webpage www.newbedford-ma.gov/Purchasing or by emailing purchasing@newbedford-ma.gov.

Attention is called to the fact that supplies and services furnished as part of this Contract are exempt from the Sales and Use Tax. All proposals submitted should take this factor into consideration, and be calculated accordingly.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended by mutual agreement between the City and the awarded bidder.

No Responder may withdraw their bid for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

The Responder must furnish a Non-Collusion Form and Statement of Taxes with their bid.

Proposals must include ALL DOCUMENTS required by the Request for Proposal. The Awarding Authority reserves the right to waive any informality, reject any or all proposals, or accept other than the lowest priced proposal.

Awarding Authority
City of New Bedford
Molly Gilfeather, Director of Purchasing
1.0 INTRODUCTION

1.1 OVERVIEW OF SERVICES

In accordance with Mass. Gen. Laws Chapter 30B, Section 6, the City of New Bedford (“City”) hereby solicits competitive sealed Proposals from qualified firms to operate, maintain, and manage (“Services”) the City’s wastewater treatment plant including the outfall discharge chamber (“Wastewater Facilities”). In addition to the Wastewater Facilities operation, maintenance, and management proposal, Respondents shall include two (2) proposals whereby: 1.) the contractor will operate and maintain the City’s 29 wastewater pumping stations and 2.) the contractor will operate and maintain the 12 largest pump stations with the City retaining operation and maintenance of the remaining 17 smaller pump stations. Collectively the Wastewater Facilities and any pumping stations, if the City elects to execute either of the alternate proposals, constitute the “Managed Assets”. Services shall be provided in a safe, secure, effective and efficient manner, and shall be in full compliance with all applicable federal, State, and local laws and regulations. The City is soliciting Proposals for a ten (10) year contract term with two (2) five (5) year renewals at the City’s sole discretion and will select the Proposal that provides the most advantageous financial and contract terms.

The base scope of service requested requires the contractor to operate the Wastewater Facilities and produce liquid sludge consistent with current operations as described herein. Respondents also shall submit the three (3) following mandatory additional proposals (Alternates 1, 2 and 3) as follows:

- To operate, maintain and manage the Wastewater Facilities to generate dewatered sludge at a concentration between 22 and 28 percent solids (Alternate 1)
- To operate, maintain and manage the Wastewater Facilities and each of the City’s 29 pumping stations. (Alternate 2)
- To operate, maintain and manage the Wastewater Facilities and the City’s 12 largest pumping stations (as identified herein). Under this alternative, the City will retain responsibility for each of remaining 17 pumping stations. (Alternate 3)

The City anticipates that over the term of the contract that it may be preferable to shift from liquid haul (Base Bid) to solids hauling (Alternate 1) based on market conditions and regulatory requirements. The City’s expectations are that this shift would be infrequent and generally for short periods of time. The City will work with the contractor to develop a mutually acceptable way to inform the contractor of the desire to shift and the lead time required. Therefore, the pricing provided under Alternate 1 will be valid over the course of the contract and the City will shift its payment rate to reflect the operating mode. The City will determine whether it will engage the Contract Operator to be responsible for all (Alternate 2), some (Alternate 3) or none (Base Bid) of its pumping stations. That determination will be made at time of selection and will be binding for the entire term of the contract.

In order to be considered responsive to this RFP, Respondents to this RFP must provide Project Proposals and corresponding Price Proposals for the Services of the Wastewater Facilities and each of
the required alternatives. The City will not be responsible for any costs associated with the preparation of Proposals.

The City will be responsible for all aspects of the wastewater collection system (except as noted above regarding the City’s pumping stations), capital planning; policy development; long range and service area planning; setting of rates and charges for services to its customer; meter reading; maintenance of plant landscaping and roadways; and billing, sludge collection and disposal. The City will also maintain responsibility for its Industrial Pretreatment Program (IPP) for the Wastewater Facilities. The City intends to pursue capital improvements for the Wastewater Treatment Facility independent of this RFP, and scope of services, and will solicit competitive bids in accordance with M.G.L. 149 for any such capital improvement programs.

1.2 PURPOSE OF SOLICITATION

In issuing this RFP the City seeks to accomplish certain operational, financial and managerial objectives, and to improve the overall efficiency and safe operation of the Wastewater Treatment Facility. Generally, the City desires to accomplish the following objectives:

- To preserve its capital investment and to assure the long-term reliability of the Wastewater Treatment Facility. The City will retain responsibility for capital improvement programs.
- To provide wastewater treatment services to its customers at stabilized rates and charges, and to offer its customers improved and expanded services where appropriate.
- To recommend that the Contract Operator provide employment and career development opportunities to all current and fully employed qualified Plant personnel of the Wastewater Treatment Facility.

Proposals submitted in response to the RFP will be evaluated first in accordance with the minimum criteria outlined in Section 4 of this RFP. Those Proposals satisfying the minimum requirements will subsequently be evaluated in accordance with the comparative evaluation criteria presented in Section 5 of this RFP and an evaluation of the price proposals. Upon evaluation of the Proposals submitted in response to this RFP, the City intends to enter into a Service Agreement (“Agreement”) with the most advantageous firm based on the evaluation of the Project and Price Proposals.

By submitting a Proposal, a Proposer agrees, if selected, to enter into an Agreement, the provisions of which are defined in this RFP and the Service Agreement Term Sheet (Appendix A).

1.3 REQUEST PROPOSALS SECTION OUTLINE

This RFP presents Proposal requirements and provides information to assist the Proposers with the development and submission of their Proposals.

The major sections of this RFP are as follows:

- Section 1 – Introduction
- Section 2 – General Information
1.4 DESCRIPTION OF CITY FACILITIES

1.4.1 Wastewater Treatment System

The Wastewater Plant is certified Class VI secondary treatment plant designed to treat average annual daily flows of 30 mgd and peak daily flows of 75 mgd. Typical average daily flows are 16 to 20 million gallons per day (mgd), with an average of 20.9 for the past 3 fiscal years. The Wastewater Plant commenced operation in August of 1996.

The plant includes the following major components:

- Plant headworks including influent sewer, influent pumping and preliminary treatment;
- Primary treatment;
- Secondary treatment;
- Disinfection; chlorination, de-chlorination
- Sludge processing facilities;
- Odor control facilities; and
- Plant utilities

The treatment process is designed to reduce both biochemical oxygen demand (BOD) and total suspended solids (TSS) to less than 30 milligrams per liter (mg/l) in the effluent on a monthly average. The secondary treatment process used in the City's facility is activated sludge with diffused air. The activated sludge process consists of two interdependent operations: aeration and clarification.

In the aeration process, air is mixed with the wastewater in aeration tanks to biologically reduce the waste concentration. The Wastewater Plant’s aeration tanks were sized to accommodate flows and loads expected at high groundwater average day flow conditions. Aeration equipment and blowers were sized to meet the oxygen demand at peak loading conditions. The total aeration tank volume is 7.3 million gallons and is divided into six tanks. These tanks are enclosed to contain any odors. Air is drawn from the aeration tanks through a wet scrubber for treatment prior to being released into the atmosphere through elevated stacks.

Following the aeration process, the wastewater flows to the secondary clarifiers where the biological solids are separated from liquid. The separated solids are removed from the clarifiers and recycled to the aeration tanks to maintain the biological process. The clarified water from the secondary clarifiers is disinfected, dechlorinated and then discharged to the plant outfall.
Sludge, in excess of that needed for the biological process, is removed from the activated sludge system for disposal. Sludge from the facility is conveyed into the sludge processing facilities and thickened to 6-8 percent solids for liquid disposal. The processed sludge is transferred to a contractor for proper disposal. In 2016, the City entered into a contract for long-term sludge disposal with Synagro of Baltimore, MD. Synagro will be responsible for removing the entire output of sludge from the Wastewater Treatment Plant. The sludge is transported to an authorized off-site, out-of-City location for disposal or processing and beneficial reuse. This agreement has a five-year term with a renewal option for ten years followed by a second renewal option for five years. The City will retain responsibility for identifying the most appropriate alternative for sludge disposal and entering into haul/disposal contracts to continue that service.

Under Alternate 1, the Contract Operator shall operate the plant to produce dewatered sludge at a solid’s concentration of between 22 to 28 percent using the four existing centrifuges.

The wastewater collection system consists of three major interceptors, seven major collector sewers, sixty-five regulators, and approximately 254 miles of sewers. In addition, the City operates one septage receiving station, 29 wastewater pumping stations and has 27 permitted Combined Sewage Overflow (CSO) outlets. Table 1 provides summary data on the City’s pumping stations. There is also one flood control pump station, built by the Army Corps of Engineers that is and will continue to be operated and maintained by the City. Under the base proposal, the operation and maintenance of the collection system, pump stations and CSOs will remain the responsibility of the City and is excluded from the Services. Under Alternative 2, the Contractor would be responsible for the operation and maintenance of all 29 wastewater pump stations; and under Alternative 3, the Contractor would be responsible for the operation and maintenance of the 12 largest pump stations. In Table 1, pump stations highlighted in yellow are the ones included in Alternate 3.

**Table 1**

**Pumping Station Summary**

<table>
<thead>
<tr>
<th>Pump Station</th>
<th>Theoretical Pumping Capacity (GPM)</th>
<th>Station Type</th>
<th>Year Constructed</th>
<th>Year Constructed</th>
<th>Age (Since Original)</th>
<th>Age (Since Last Upgrade)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howland Street</td>
<td>5,400</td>
<td>Large</td>
<td>1914</td>
<td>1954</td>
<td>102</td>
<td>62</td>
</tr>
<tr>
<td>Front Street ***</td>
<td>942</td>
<td>Large</td>
<td>1951</td>
<td>1975</td>
<td>65</td>
<td>41</td>
</tr>
<tr>
<td>Shawmut Avenue</td>
<td>1,446</td>
<td>Large</td>
<td>1977</td>
<td>-</td>
<td>39</td>
<td>39</td>
</tr>
<tr>
<td>Howard Avenue</td>
<td>6,736</td>
<td>Large</td>
<td>1923</td>
<td>1954, 1977</td>
<td>93</td>
<td>39</td>
</tr>
<tr>
<td>Coggeshall Street</td>
<td>4,000</td>
<td>Large</td>
<td>1954</td>
<td>1991</td>
<td>62</td>
<td>25</td>
</tr>
<tr>
<td>Hathaway Road</td>
<td>1,500</td>
<td>Dry Pit</td>
<td>1967</td>
<td>-</td>
<td>49</td>
<td>49</td>
</tr>
<tr>
<td>Welby Road</td>
<td>1,250</td>
<td>Large</td>
<td>1996</td>
<td>-</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Belleville Avenue</td>
<td>13,800</td>
<td>Large</td>
<td>1977</td>
<td>1991</td>
<td>39</td>
<td>25</td>
</tr>
<tr>
<td>Merrimac Street ****</td>
<td>200</td>
<td>Submersible</td>
<td>1988</td>
<td>-</td>
<td>28</td>
<td>28</td>
</tr>
<tr>
<td>Location</td>
<td>Size</td>
<td>Pump Type</td>
<td>Installed</td>
<td>Replaced</td>
<td>Age</td>
<td>Pumping Station</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------</td>
<td>------------</td>
<td>-----------</td>
<td>----------</td>
<td>-----</td>
<td>-----------------</td>
</tr>
<tr>
<td>Fort Tabor Park</td>
<td>200</td>
<td>Submersible</td>
<td>1999</td>
<td>-</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>Hanover Street</td>
<td>1,000</td>
<td>Dry Pit</td>
<td>1970</td>
<td>-</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>Jones Street</td>
<td>1,800</td>
<td>Large</td>
<td>1976</td>
<td>-</td>
<td>40</td>
<td>40</td>
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<tr>
<td>Industrial Park</td>
<td>6,700</td>
<td>Large</td>
<td>1996</td>
<td>-</td>
<td>20</td>
<td>20</td>
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<tr>
<td>Hall Estates</td>
<td>500</td>
<td>Suction Lift</td>
<td>2010</td>
<td>-</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Pequot Street</td>
<td>1,500</td>
<td>Dry Pit</td>
<td>1974</td>
<td>-</td>
<td>42</td>
<td>42</td>
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<tr>
<td>Peckham Road</td>
<td>1,260</td>
<td>Dry Pit</td>
<td>1974</td>
<td>-</td>
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<td>42</td>
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<tr>
<td>Rowe Street</td>
<td>500</td>
<td>Submersible</td>
<td>1998</td>
<td>-</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>Valley View Road</td>
<td>500</td>
<td>Suction Lift</td>
<td>1990</td>
<td>-</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td>Forbes Street</td>
<td>639</td>
<td>Submersible</td>
<td>1989</td>
<td>-</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>Pope's Island</td>
<td>200</td>
<td>Submersible</td>
<td>2002</td>
<td>2010</td>
<td>14</td>
<td>6</td>
</tr>
<tr>
<td>Sassaquin Avenue</td>
<td>500</td>
<td>Dry Pit</td>
<td>1974</td>
<td>-</td>
<td>42</td>
<td>42</td>
</tr>
<tr>
<td>Wamsutta Street</td>
<td>3,600</td>
<td>Large</td>
<td>1957</td>
<td>1991</td>
<td>59</td>
<td>25</td>
</tr>
<tr>
<td>Dottin Place</td>
<td>500</td>
<td>Suction Lift</td>
<td>1989</td>
<td>-</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>Zuckerman Farms</td>
<td>650</td>
<td>Submersible</td>
<td>2001</td>
<td>-</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Joyce Street</td>
<td>1,000</td>
<td>Dry Pit</td>
<td>1961</td>
<td>1990</td>
<td>55</td>
<td>26</td>
</tr>
<tr>
<td>Potter Street</td>
<td>700</td>
<td>Dry Pit</td>
<td>1970</td>
<td>-</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>Marlborough Street</td>
<td>722</td>
<td>Submersible</td>
<td>2005</td>
<td>-</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td>East Rodney French</td>
<td>3,960</td>
<td>Large</td>
<td>1998</td>
<td>-</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>Cove Road</td>
<td>7,600</td>
<td>Large</td>
<td>1995</td>
<td>-</td>
<td>21</td>
<td>21</td>
</tr>
</tbody>
</table>

**Notes**
1. Existing pumping station to be replaced with a low pressure wastewater system.
2. **** denotes pump stations that are under replacement construction currently (plans for new stations will be available for viewing).

### 1.5 WASTEWATER DATA

Influent and effluent data for the Wastewater Treatment Facility, are located in the document libraries detailed in Section 2.4 of this RFP. Proposers are to review this information in addition to all other available information and documents in preparing the Proposal.

### 2.0 GENERAL INFORMATION

#### 2.1 DEFINITIONS
For the purpose of the RFP, and for eventual use in the Agreement, a Glossary of words and terms has been developed. Unless otherwise specified in the RFP, all capitalized terms refer to defined terms in this Glossary. The Glossary is included in Appendix D of this RFP.

2.2 SERVICE AGREEMENT TERM SHEET

The Service Agreement Term Sheet (Appendix A), will serve as the basis for the development of a forthcoming Service Agreement. The Agreement Term Sheet (and forthcoming Service Agreement to be issued at least one month prior to the proposal due date) together with the accompanying Schedules represents the risk allocation, responsibilities and obligations sought by the City. Proposals shall be based on this risk allocation; that is, the Proposer must assume that the City will require the conditions outlined in the Service Agreement without substantive changes, except for the addition of the selected Proposer’s specific information that is required to complete the missing information (i.e., place holders and blanks) in the Agreement and Schedules.

Any Proposer seeking to modify the substantive terms of the proposal, as outlined in this RFP, during negotiations with the City may be deemed to be negotiating in bad faith and may be rejected by the City. Contract Operator-specific information that may become part of the Agreement includes, but is not limited to, equipment lists, operating parameters, insurance forms, performance bonds, and Project Guarantor Agreement.

Appendix B of this RFP includes Schedules that outline the scope of services required for this Proposal. These schedules will be completed by the City for the selected proposer from the Proposal Forms submitted as part of the Proposal. These completed schedules will be attached to the Agreement that is executed between the City and the Contract Operator based on the contract principles outlined on the Agreement Term Sheet. The schedules should not be submitted as a part of the Proposal submittal.

The Agreement will include, either by reference or as additional exhibits, applicable portions of the RFP, the proposal, and all other associated forms and documents.

2.3 SCOPE OF SERVICES

The City requires that the selected Contract Operator perform all activities associated with the operation, maintenance and management of the Wastewater Treatment Facility in accordance with the requirements of this RFP and the Agreement Term Sheet, including all schedules. Under the Proposal Alternatives, if accepted by the City, the Contract operator may be required to produce dewatered sludge and/or be responsible for the management, operations and maintenance of some or all the City’s pumping stations.

2.4 REFERENCE DOCUMENTS AVAILABLE
The City will make available the below listed documents at the Wastewater Treatment Facility in a central location for use and review by the Proposers.

**Wastewater Treatment Facility Documents**

- Facility Operation and Maintenance Manual
- Discharge Monitoring Reports (past two years)
- Consent Decree
- NPDES Discharge Permit
- Massachusetts Air Discharge Permit
- Influent Data
- Effluent Data
- Sludge Data
- Sewer Data
- Synagro Sludge Disposal Contract
- Electric and Gas Bills
- Shellfish Management Plan (MOU, Division Marine Fisheries)
- Chemical Usage Summaries

**Pumping Station Facility Documents**

- O&M Manuals
- PM/inspection checklist
- Asset inventory and condition assessment
- Maintenance logs?

### 2.5 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility for the completeness, or the accuracy of specific technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those given in writing. In no event may a Proposer to this RFP rely on any oral statement by the City or its agents, advisors or consultants.

Should a Proposer find discrepancies in or omissions from this RFP and related documents, the Proposer shall immediately notify Ms. Molly Gilfeather, Director of Purchasing and a written addendum or bulletin of instructions, if necessary, will be mailed or delivered to each Proposer. Each Proposer requesting an interpretation will be responsible for delivering such requests to the City or its designated representative in writing.
3.0 DESCRIPTION OF PROCUREMENT PROCESS

3.1 PROCUREMENT PROCESS SCHEDULE

A summary schedule of the major activities associated with the City contract operations solicitation is presented below.

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 2, 2019</td>
<td>Issue RFP</td>
</tr>
<tr>
<td>December 5, 2019</td>
<td>Pre-Proposal Conference and Facilities Tour</td>
</tr>
<tr>
<td>December 9, 2019</td>
<td>Issue Addendum No. 1 (if required)</td>
</tr>
<tr>
<td>On or before December 27, 2019</td>
<td>Addenda with draft service agreement</td>
</tr>
<tr>
<td>November 27 to December 27, 2019</td>
<td>Vendor Inspections of Facilities (up to two days per vendor team at the WWTP and up to two days for the pumping stations)</td>
</tr>
<tr>
<td>December 27, 2019</td>
<td>Last Day for Vendor Questions</td>
</tr>
<tr>
<td>January 3, 2019</td>
<td>Issue Final Addendum (if required)</td>
</tr>
<tr>
<td>January 27, 2020</td>
<td>Proposal Due</td>
</tr>
</tbody>
</table>

The City reserves the right to modify any or all of the above dates. The City will require the vendor to sign a waiver agreement during inspections and vendor visits. A copy of an example waiver form is attached in Appendix E.

3.2 CITY RIGHTS AND OPTIONS

This RFP constitutes an invitation to Proposers to submit Proposals to the City. Without limitation, the City including its agents and designated representatives, reserves and holds, at its sole discretion, the following rights and options:

- To waive any technicalities or immaterial irregularities in the Proposals.
- To prepare and issue such amendments and/or addenda to the RFP prior to the receipt of Proposals that may expand or cancel any portion, or all work described in this RFP.
- To receive questions from Proposers and to provide City’s responses to such questions to all Proposers
- To reject any or all Proposals.
• To change the date for receipt of Proposals or any other deadlines and dates specified in the RFP.
• To conduct investigations with respect to the information provided by each Proposer.
• To select and enter into an Agreement with one Proposer whose Proposal best satisfies the interests of City and is most responsive in the judgment of City to the requirements of this RFP.
• To cancel this RFP with or without the substitution of another RFP.

3.3 EXPENSE OF PROPOSAL PREPARATION

The City assumes no responsibility for the costs and expenses incurred by the Proposers in responding to this RFP, responses to requests for clarification, attendance at interviews, participation in contract development sessions, and meetings and presentations required for the contract approval process. Each Proposer that enters 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 process.

3.4 INTERVIEWS, MEETINGS, AND NEGOTIATING SESSIONS WITH PROPOSERS

The City will determine the need for such activities as provided in the procurement process schedule or otherwise. Proposers will be notified in advance of the time and format of such events.

The City will hold a pre-proposal conference and site tour on December 5, 2019 at 9 a.m. at the Wastewater Treatment Facility located at 1000 South Rodney French Blvd, New Bedford, MA 02744. A tour of the Wastewater Facility will be conducted immediately following the pre-proposal conference. Attendance at the pre-proposal conference is not mandatory for responding to this RFP. However, Proposers are encouraged to attend since it is an opportunity to view the facility and discuss issues regarding the required Services outlined in this RFP. Interested Proposers are requested to notify the Department of Public Infrastructure Justin Chicca—Superintendent of Wastewater at 508-979-1550 Ext. 67533 of their interest to attend the pre-proposal conference.

3.5 INTERPRETATIONS AND ADDENDA

Companies potentially interested in proposing must register with the City Procurement Officer and include a valid email address. The City will issue all addenda and proposal revisions to firm’s that have duly registered. The City will not be liable for any firm that fails to register or for which the email address is not correct.

Clarification or interpretation of the RFP will be issued by addenda or via issuance of a revised RFP. Verbal clarifications will be without legal effect. Proposers must request such interpretation or clarification in writing from the City. Requests for information or clarification of this RFP must be in writing and enclosed in a sealed envelope addressed to:
Or e-mailed to Ms. Gilfeather, Purchasing Agent, at Molly.Gilfeather@newbedford-ma.gov.

Addenda to this RFP, or reissuance of the RFP, will be emailed to entities that have registered with the City’s procurement officer. Notice of changes along with all documents will be posted on the City’s website, on the Purchasing Department’s page, and will be mailed via express mail or certified mail, return receipt requested and/or e-mailed to all those on record as having received the RFP. Any clarifications or addenda shall become part of this RFP. Receipt of each addendum shall be acknowledged by the Proposer in Proposal Form 1 of the Proposal.

3.6 VENDOR COMMENTS ON RFP AND OTHER INFORMATION REQUESTS

Proposers shall submit any comments about the RFP and Agreement Term Sheet in writing pursuant to the procurement process schedule. The City recognizes that Proposers may need additional information on the RFP and Agreement to prepare their Proposals. Proposers must prepare such comments and information requests in writing for the City, whom at its sole discretion, may choose to provide such information.

3.7 PERSONAL INVESTIGATION

Proposers shall satisfy themselves by personal investigation and such other means as they may deem necessary, as to the conditions affecting the proposed services and the cost thereof. No information derived from any part of this RFP or from the City or its advisors shall relieve the Proposer from any risk or from fulfilling all terms of the Agreement.

3.8 CORRECTION OF ERROR

Erasures or other corrections in the Proposal must be initialed by the persons signing the proposal. The Proposer further agrees that in the event of any obvious errors, the City reserves the right to waive such errors. The City, however, has no obligation to waive such errors.

3.9 PROPOSAL DISCLOSURE

The public disclosure of the contents of each Proposal submitted in response to the RFP is governed by M.G.L. Chapter 30B, Section 6. The City has sole discretion to interpret the law regarding the disclosure of information, and by responding to the RFP, Proposers waive any challenge to the City’s decisions in this regard. Notwithstanding the foregoing, Proposers recognize and agree that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.
3.10  NONDISCRIMINATION REQUIREMENTS

The selected Proposer, in the performance of all Services, will not discriminate on grounds of race, color, religious creed, national origin, age, sex or handicap in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment.

The selected Proposer will be required to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to: Title VII of the Civil Right Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; M.G.L. Chap. 151B; and all relevant administrative orders and executive orders.

The City encourages minority-owned business enterprises and women-owned business enterprises to submit Proposals.

3.11  CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial or other confidential information that the Proposer believes may be exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify the exemption upon which the Proposer is relying. The City, in its sole discretion, will determine whether such exemption applies under Massachusetts Public Records Law, M.G.L. Chapter 4 Section 7, Paragraph 26(g). Marking all or substantially all of a response as confidential may result in the response being considered non-responsive by the City.

3.12  EVALUATION AND AWARD OF CONTRACT

As provided in M.G.L., Chapter 30B the Proposals will not be opened publicly, but the City will open them in the presence of one or more witnesses at the time specified in this RFP. Until the completion of the evaluations, or until the time specified for acceptance in this Section 3.0, the contents of the Proposal shall remain confidential and shall not be disclosed to competing Proposers. At the opening of the Proposals, the City will prepare a register of Proposals which will include the name of each Proposer and the number of modifications, if any, received. The register of Proposals will be open for public inspection. The City will open the Price Proposals subsequent to the evaluation of the Project Proposals.

The City will make a preliminary determination of the most advantageous Proposal from a responsible and responsive Proposer taking into consideration price and evaluation criteria set forth in the RFP. The City may then negotiate all terms of the Service Agreement, as outlined in the Agreement Term Sheet, not deemed mandatory or non-negotiable with such Proposer. If after negotiation with such Proposer, the City determines that it is in its best interests, the City may determine the Proposal which is the next most advantageous Proposal from a responsible and responsive Proposer taking into consideration price
and evaluation criteria set forth in the RFP, and may negotiate all terms of the Service Agreement not
deemed mandatory or non-negotiable with such Proposer. The City will award the Service Agreement
by written notice to the Selected Proposer. The parties may extend the time for acceptance by mutual
agreement.

The City may condition award on successful negotiation of revisions to the Proposer’s plan of Services as
specified by the City in the evaluation. However, Proposers shall not specify items for negotiation in
their Proposal or otherwise condition their Proposal on negotiation of requirements in this RFP or the
Agreement.

If the City awards the Agreement to a Proposer who did not submit the lowest Price Proposal, it will
explain the reasons for the award in writing, specifying in reasonable detail the basis for determining
why such Proposer was awarded the Contract.
4.0 MINIMUM QUALIFICATIONS

4.1 MINIMUM REQUIREMENTS

The evaluation will be conducted in accordance with the provisions of M.G.L. Chapter 30B, Section 6. In evaluating the RFP, the City will utilize the minimum requirements outlined in this Section 4.0 of the RFP to determine those Proposers qualified to perform the Services and whose Proposals shall be subsequently evaluated in accordance with the comparative evaluation criteria provided in Section 5.0.

Proposers must submit a completed “Proposer Qualifications Form” to evidence the minimum requirements outlined below. The Proposer Qualifications Form, contained in Section 7.0 of this RFP, shall be completed and submitted as part of the Proposal submittals. It is recognized that certain information is duplicated in other forms. This form, however, is required to facilitate evaluation of the minimum qualifications. Proposers to the RFP shall meet the following minimum requirements:

- The Proposer shall have U.S. experience operating and maintaining at least two secondary activated sludge wastewater treatment plants of comparable size and complexity generating both liquid and dewatered sludge consistent with this scope of services.
- The Proposer shall have experience meeting the NPDES permit standards for facilities having nitrogen removal of at least 20 mg/L for BOD, TSS discharge limits.
- The Proposer shall demonstrate experience operating and maintaining a system with multiple pumping stations, including at least 2 with capacities exceeding 2 mgd.
- The Proposer shall demonstrate financial stability and financial ability (i.e., profitable operations) to the satisfaction of the City to perform Services outlined throughout the term of the Agreement.
- The Proposer shall demonstrate the ability to provide a letter of credit or performance bond in the amount of one and one-half (1 ½) times the annual Service Fee.
- The Proposer and each of its on-site management employees shall be duly licensed, registered, and fully qualified to perform services of this RFP by the State of Massachusetts or licenses and certifications consistent with requirements and/or an equivalent license or certification from a state where Massachusetts grants reciprocity of certifications and licenses. The Proposer must demonstrate in writing that license and certification reciprocity can be achieved no later than the Commencement Date.
- The Proposer shall demonstrate that the Company and/or officer of the company or affiliate of the company have not been convicted of fraud by the federal government or by any government entity in Massachusetts or any other state.
- The Proposer shall demonstrate that the company, or any affiliate of the company, has never filed for bankruptcy.

Each Proposal shall clearly demonstrate that the Proposer meets each of the minimum requirements set forth in this Section 4.0. Requested information with respect to these minimum qualifications shall be provided on the “Proposal Qualification Form” provided in Section 7.0 of this RFP and shall be reviewed.
by the City. Those Proposals that do not meet each of these requirements may be rejected, without further consideration and the proposals returned to the Proposer.
5.0 COMPARATIVE EVALUATION CRITERIA

5.1 OVERALL PROPOSAL CRITERIA

Proposals that meet the minimum requirements set forth in Section 4.1 will be further evaluated and rated on the basis of the comparative criteria set forth in this Section 5.0. The City reserves the right to request that the Proposer provide additional supporting documentation in order to verify its response.

The subsequent paragraphs present a brief description of the factors which will be considered for the evaluation criteria listed above. To be deemed responsive, it is important for the Proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in the Schedules of the Agreement Term Sheet.

In accordance with M.G.L., Chapter 30B, Section 6, for each criterion presented in this section, a rating of (1) highly advantageous (HA), (2) advantageous (A), (3) not advantageous (NA), or (4) unacceptable (U), will be assigned. A composite rating of HA or A may be assigned only if a Proposal has received at least one such rating among the criteria listed. An automatic composite rating of U will be made if a Proposal receives one or more such ratings for any criteria outlined below.

5.2 PROJECT PROPOSAL EVALUATION CRITERIA

The City will evaluate all technical Proposals based on the following criteria and indicated relative importance:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Feasibility</td>
<td>30</td>
</tr>
<tr>
<td>Environmental</td>
<td>25</td>
</tr>
<tr>
<td>OM&amp;M Experience</td>
<td>25</td>
</tr>
<tr>
<td>Project Staffing</td>
<td>10</td>
</tr>
<tr>
<td>Business Arrangement</td>
<td>10</td>
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</tbody>
</table>

5.2.1 Technical Feasibility

This criterion includes a technical assessment of the Proposer’s approach for providing the Services to the City and addresses the technical aspects of the proposed Services and the ability to mitigate potentially adverse impacts (i.e., odors, noise and flows) and the Proposer’s ability to provide the Services. Specifically, the proposed Services will be evaluated based on the following technical issues:

- **Project Implementability**: This criterion addresses the Proposer’s ability to successfully implement the proposed Services in accordance with the RFP and the requirements of the
Agreement Term Sheet. It considers the proposed plan for transition of current contract operations at the Wastewater Facility to the Proposer’s proposed contract operations, including the schedule of such transition. This criterion also includes an assessment of information provided by the Proposer regarding material lawsuits or litigation on other projects, significant permit violations/exceedences in other projects, and material contract disputes. The Proposer’s understanding of the regulatory review and permitting processes of all agencies having jurisdiction will be assessed under this criterion.

- **Technical Reliability and Viability:** This criterion includes the assessment of the Proposer’s operational plan and maintenance management program, including a routine preventive and predictive maintenance program, for performing the Services outlined in the RFP and Agreement Term Sheet. Detailed items that will be evaluated including such factors as:

  - Ability of Proposer to efficiently and effectively meet the performance requirements outlined in the Agreement Term Sheet.
  - The Proposer’s approach to providing Services to the City, including frequency and completeness of maintenance activities.
  - Reasonableness of the summarized Operation and Maintenance Plan and Routine Repair and Replacement Plan proposed by the Proposer.
  - Proposer’s approach to responding to customer service requests and emergency situations.
  - Coordination of the proposed Services with other contracted operations (i.e., the City’s wastewater sludge management contractor).
  - Flexibility of proposed Services or contingency plan to handle rapid variations in wastewater flows given the combined nature of the City’s system.
  - Demonstrated ability to propose cost savings within the areas of predictive and preventive maintenance, chemical usage, electricity and labor.
  - Ability to utilize the existing Facility and process control strategy to optimize nitrogen removal.

- **Odor and Noise Control:** This criterion includes the assessment of the Proposer’s written plan and approach for minimizing and mitigating off-site odors and noise from the Wastewater Facilities with a “zero tolerance” program, and for responding quickly to odor and noise complaints.

With respect to the Technical Feasibility, the following will be used to rank the Proposals:

HA The narrative is complete and clearly demonstrates that the Proposer understands the technical requirements of operating and maintaining a wastewater treatment facility and demonstrates that the Proposer’s project approach would be a very effective method of providing the Services requested, both through the transition phase and during the term of the Agreement.
A The narrative is relatively complete and, demonstrates that the Proposer understands the technical requirements of operating and maintaining a wastewater treatment plant and demonstrates that the Proposer’s project approach will substantially meet the requirements of the Services requested.

NA The narrative shows that the Proposer’s project approach may meet the requirements of the services requested but requires supplementation to better demonstrate appropriate technical qualifications.

U The narrative is incomplete and otherwise fails to demonstrate an adequate project approach and suitable operations and maintenance qualifications. Proposer’s submittal fails to address the key factors affecting technical feasibility as outlined in this Section 5.2.

5.2.2 Environmental

This criterion addresses the City’s overall environmental concerns, including but not limited to, the Proposer’s approach to ensuring environmental protection, provision of a “zero tolerance” odor and noise control program, and for mitigating any potential adverse impacts associated with performing the Services. The proposed environmental protection plan and mitigating measures will be evaluated. This criterion shall also address the Proposer’s regulatory compliance (i.e., historical regulatory compliance, past litigation, and contractual performance history).

The Proposer’s approach to avoiding impacts, protecting resources, and mitigating environmental impacts shall be evaluated based on the following:

- Methods for assuring full compliance with all federal and State regulatory and permit requirements, including the approach for meeting permit conditions, including pre-existing stipulations, consent orders, and other agreements with third parties.
- Demonstrated experience and approach to minimize the discharge of nitrogen.
- The Proposer’s approach for minimizing and mitigating off-site odors and noise, providing a “zero tolerance” odor and noise control program, from the Wastewater Facilities, and for responding quickly to any odor and noise complaints.
- Measures or features that encourage/enhance long-term efficient use of resources and optimize the use of chemicals and utilities during wastewater processing.
- Programs to provide for the health and safety of employees.
- Environmental leadership positions, awards, peer review, technology transfer commission, etc. in the industry.
- A strategy for developing from current Facility operations a reduced nitrogen discharge.
- Experience developing Nitrogen reduction strategies.
With respect to the Environmental Criterion, the following will be used to rank the Proposals:

**HA** The Proposal contains information to demonstrate that the Proposer has a highly effective environmental protection plan and has a track record of significant experience with regulatory agencies and has consistently provided services significantly exceeding regulatory compliance requirements.

**A** The Proposal contains information to demonstrate that the Proposer has a sufficient Regulatory agency experience and has a sufficient environmental protection plan and has provided services on other projects sufficient to meet regulatory compliance requirements.

**NA** The Proposal indicates that the Proposer has the capability of successfully working with regulatory compliance requirements, but additional information is required for confirmation or there are environmental concerns associated with the Proposed Services. The Proposer’s environmental plan is incomplete or raises concerns.

**U** The Proposal contains no or inadequate information to determine if the Proposer has regulatory agency experience for the project or if the Proposer is capable of providing services which will meet regulatory requirements.

### 5.2.3 Contract Operations, Maintenance, and Management Experience

This criterion addresses the experience of the Proposer in performing Contract Operations, Maintenance, and Management (OM&M) Services at other wastewater facilities—plants and pumping stations. Information evaluated under this criterion shall include the number of facilities where OM&M services were/are performed, the size of the facilities (e.g., MGD), client references, years of experience, nitrogen removal optimization efforts, the extent of computer systems/automation, the extent of services required (i.e., the treatment plant, vehicle maintenance, analytical services, etc.), training programs, experience with computer maintenance management systems (CMMS) and other relevant information.

With respect to the Contract OM&M Experience, the following will be used to rank the Proposal:

**HA** The Proposer demonstrates extensive experience in providing similar OM&M services proposed for the City. The Proposer’s experience with such services equals or exceeds two such wastewater projects of comparable complexity with similar unit processes, air handling systems, computer control, automation, SCADA systems, and odor control equipment, to the City’s Wastewater Facilities, with at least two facilities of equal size and complexity. The Proposer’s experience also includes at least three wastewater projects in a system subject to substantial flow variation due to wet weather events.
Demonstrated successful experience in at least two different utilities, operating maintaining multiple pumping stations (at least 10) in systems with significant variations in flow. Acceptable experience must be for a continuous period of at least five years. The training programs and transition plan described in the Proposal for such projects are comprehensive and exceeds the City’s goals.

A The Proposer demonstrates experience in providing similar operations and maintenance services as proposed for the City for at least one such wastewater project of similar complexity with one facility of 10 to 20 MGD and two Contract OM&M wastewater programs in a system subject to flow variation due to wet weather events. Demonstrated successful experience in at least two different utilities, operating maintaining multiple pumping stations (at least 3) in systems with significant variations in flow. Acceptable experience must be for a continuous period of at least three years. The training programs and transition plans for such projects described in the Proposal meet the City’s goals.

NA The Proposer demonstrates experience in providing operations and maintenance services at smaller wastewater facilities (less than 10 MGD) than the City’s for at least three Contract OM&M wastewater programs, with no facility of similar size. Demonstrated successful experience in at least two different utilities, operating maintaining multiple pumping stations (fewer than 3) in systems with significant variations in flow. Acceptable experience must be for a continuous period of at least one year. The training programs and transition plans described in the Proposal appear to be adequate to meet the goals of the City.

U The Proposal is deficient of information to demonstrate that the Proposer has experience in providing operations and maintenance services for wastewater plants. Insufficient information is provided to assess the adequacy of the training programs and transition plans at such wastewater facilities.

5.2.4 Project Staffing

Proposers shall develop and include in their proposal their staffing plan that shall include at a minimum the number of staff, the levels of staff and the skill mix. The City intends to incorporate that plan into the service agreement and the Contractor’s failure to meet the requirements of the staffing plan over time will result in financial penalties. The City is also interested in ensuring that those fundamental skills required to appropriately operate and maintain the City’s Managed Assets will be available to the City within the fixed price submitted under this proposal. The City’s intention is to disapprove all such costs if billed as part of some subcontracted work or in an approved renewal or replacement project. This criterion addresses the Proposer’s approach to project personnel management and staffing requirements to perform the Services. Specifically, the proposed Services will be evaluated based on the following issues:
• The completeness of the Proposer’s staffing plan and fully demonstrating sufficient resources to operate and maintain the Managed Assets and preserve the City’s infrastructure investment.

• Technical resources and staffing plan (location, personnel, equipment, maintenance management systems) demonstrated by the proposed Contract Operator to be under its direct control for providing the Services including its approach to providing all maintenance disciplines (electrical, plumbing, welding, etc.) necessary to maintain and install equipment.

• Project Manager’s qualifications operating similar wastewater systems (treatment plants and pumping stations with emphasis on odor control, optimizing nitrogen removals, including education and employment history.

• Wastewater treatment and pumping station maintenance, management and operating experience of proposed management and operations staff at similar facilities, particularly wastewater facilities located in an urban environment with “zero tolerance” odor control programs.

• Licenses and certifications of proposed staff (possession of or ability to obtain required MA licenses and certifications) by the Commencement Date.

• Reasonableness of the proposed Company and Employee Transition Plan.

• Continuing education programs.

• Cross training programs and flexibility of employees to provide coverage.

With respect to the project management and staffing, the following will be used to rank the Proposal:

HA  The Proposal identifies personnel for key positions and all such personnel have the Appropriate Massachusetts licenses. The Key Management Team, (Project Manager, Operations Manager, Maintenance Manager, Laboratory Manager) s defined herein, has experience in staffing and Managing the staff at three or more facilities of similar complexity to the City’s Wastewater treatment facility, with one facility of at least 20 MGD and including responsibility for at least 5 pumping stations within a single system. To be considered in compliance with this requirement, such experience should be for an uninterrupted period of at least three continuous years. In addition, the Proposer demonstrates sufficient staff redundancy and ability to provide coverage on short term notice. The training/continuing education programs described in the Proposal are comprehensive and meet the needs of the plant operation. The proposal sets forth a clear, well-articulated staffing plan and staffing level in compliance with applicable regulations and to fully meet the City’s objectives including the specified skills.

A  The Project Manager and the Key Management Team Key have operated at least one wastewater facility of 10 to 20 MGD and similar complexity to the City’s and also had responsibility for at least 3 pumping stations within a single system. Such
responsibility shall be for over one year. The Project Manager has the appropriate State certifications. The Proposal identifies personnel for key positions, and it is demonstrated that these personnel currently possess or can obtain the appropriate Massachusetts certification within the time frame specified in the RFP. The transition plan and training/continuing education programs meet the goals of the City. The proposal sets forth a clear, staffing plan and staffing level in compliance with applicable regulations and to fully meet the City's objectives.

NA The Project Manager and Key Management Team have operated smaller facilities (less than 10 MGD) of similar complexity for at least three such wastewater projects. Such experience shall be for at least 1 year and shall include responsibility for at least one collection system pumping station. The Proposal identifies the Project Manager and proposed staff who may be able to obtain the appropriate certifications, and whom are experienced in Contract O&M.

U The Proposal does not contain enough information to determine whether proposed staff or identified personnel are qualified and/or appropriately certified in accordance with the State requirements.

5.2.5 Financial Qualifications

This criterion addresses the proposed financial qualifications of the Proposer to perform the required Services and includes an evaluation of the financial qualifications of the Project Guarantor, including the Proposer’s ability to provide Performance and Payment Bonds, and other guarantees in accordance with this RFP and the Agreement Term Sheet. This criterion addresses the evaluation of costs and risk that could be imposed on the City over the term of the Agreement. This evaluation will consider the financial strength of the proposed Project Guarantor, including assessment of net worth, profitability, and its ability to meet the long-term financial requirements of the contract.

With respect to the financial qualifications and business arrangement, the following will be used to rank the Proposals:

A The Proposer’s financial qualifications and those of the Project Guarantor exceed those required to perform the required services.

U The Proposal does not contain adequate information to address this criterion.

5.3 PRICE PROPOSAL EVALUATION CRITERIA

Only Proposals deemed responsive (meet all minimum requirements and have not received a U rating for any comparative criteria) will have their price proposal evaluated. If any proposals are deemed non-responsive, Price proposals to be responsive must include complete pricing information for the base
proposal and each of the Alternates (1-3). The City will rank proposals based on the computed costs for the Base Bid with an assessment of the impact of Alternative 1. The City’s evaluation of Alternates 2 and 3 will focus on the cost for these services being provided by a Proposer relative to the City’s costs to perform this work.

5.3.1 Cost Effectiveness

Under this criterion, the Proposal will be evaluated based on the Operation and Maintenance Fee, Pass Through Costs and any other costs associated with performing the services in accordance with the requirements of this RFP and the provisions of the Agreement Term Sheet.

The cost effectiveness evaluation will total the costs for the ten-year base term under the Base Bid based upon the proposed Operation and Maintenance Fee, the Pass-Through costs, the proposed Operation and Maintenance fee Escalator, and the date of Initial Operation and Maintenance fee Escalation. The City will also conduct sensitivity evaluations to assess how the flow and load adjustments and Alternate 1 may impact the total costs to the City. The City as noted will also evaluate the total costs for Bid Alternates 2 and 3 and determine if acceptance of one of these will be in the City’s best interests.
6.0 PROPOSAL FORMAT AND ORGANIZATION

6.1 OVERVIEW OF PROPOSAL SUBMISSION REQUIREMENTS

The Proposal shall include a detailed presentation of the proposed Services. In accordance with M.G.L. Chapter 30B, Price Proposals are to be submitted in separately sealed envelopes. In addition to the textual discussion required by this Section 6.0, Proposers shall complete the Proposal Forms included in Section 7.0 of this RFP. Textual discussion can reference the Proposal Forms. Services shall be performed to meet the performance specifications for the Wastewater Facilities outlined in Appendix B, Schedule 1 of the Agreement Term Sheet.

6.2 PROPOSAL FORMATS

The Proposer shall provide the appropriate information in accordance with the content and format requirements set forth in this RFP, and in enough detail to demonstrate that the Proposer meets the minimum requirements and comparative evaluation criteria set forth in Sections 4 and 5, respectively, of this RFP.

6.2.1 Project Proposal Format

The Project Proposal shall be bound and consist of six sections including: 1.0 Executive Summary, 2.0 Technical Proposal, 3.0 Business Arrangement/Proposer Financials, 4.0 Confidential Information, 5.0 Proposal Forms, and 6.0 Supplemental Information.

The Proposal must be signed by the Chief Executive Officer of the Proposer or by another officer with the authority to commit the Proposer. Unsigned Proposals will be rejected.

Proposers are required to organize the information requested in this RFP in accordance with the format outlined in this Section in order to facilitate Proposal preparation efforts. The City is requesting Proposers to limit their Proposals to a maximum of 60 pages excluding Proposal Forms, Price Proposals, staff resumes, licenses and other supplemental information. **Failure of the Proposer to organize the information required by this RFP as outlined, may result in the City, at its sole discretion, deeming the Proposal unresponsive to the requirements of the RFP. Variations in format which result in the City not finding information is at the risk of the Proposer.** The Proposers, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of their Proposal. Appendices for certain technical information such as drawings, schedules, and diagrams may be used to facilitate Proposal preparation.

**Project Proposal Outline**

1.0 Executive Summary (5 pages or less)
2.0 Technical Proposal (50 pages or less)
   A Company/Team Information
Facility Operations and Performance Standards
Staffing Plan
Relevant Project Experience
Emergency Operations
Environmental Protection and Mitigation
Process Monitoring, QA/QC Reporting to City and Regulatory Agencies
Licenses, Permits, and Approvals

3.0 Business Arrangement/Proposer Financials (5 pages or less)
A Project Guarantor Commitment
B Performance Bond Requirements
C Proposal Bond or Other Form of Security
D Incentive Savings Programs

4.0 Confidential Information (if applicable) (Excluded from page count)

5.0 Proposal Forms (Excluded from page count)
Proposer Qualification Form (Evidence of Minimum Qualifications)
Proposal Form 1 - non-Collusion Affidavit and Pricing Commitment
Proposal Form 2 - Guarantee
Proposal Form 5 - Key Project Staff

6.0 Supplemental Information

6.2.2 Price Proposal Format

The information and forms specified below are to be provided in a separately sealed envelope and labeled “Price Proposal”.

Price Proposal Outline (Excluded from page count)

1.0 Proposal Forms
Proposal Form 3a through 3d - Operation and Maintenance Fee
Proposal Form 4a through 4c - Pass Through Costs
Proposal Form 6a through 6b - Changes in Flows and Loadings

6.3 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received in a sealed package no later than 3:00 p.m. EST on January 27, 2020 and must be addressed to:
City of New Bedford
133 William Street
Room 208
New Bedford, MA 02740
Attention: Ms. Molly Gilfeather, Director of Purchasing

The Proposal must be signed and acknowledged by the Proposer in accordance with the instructions herein. In accordance with M.G. L., Chapter 30B, Section 6, Proposals shall be assembled and submitted as follows:

- **Project Proposal:** shall include all required items and information in accordance with the RFP format, including appropriate proposal forms, except the proposed prices for the Services; and

- **Price Proposal:** shall include the proposed prices as provided on Proposal Forms 3, 4, and 6 for the Services.

The Project Proposal and the Price Proposal shall be submitted in separate, sealed, opaque envelopes or packages. Each envelope or package shall be clearly marked “Project Proposal for Operation, Maintenance, and Management Services Wastewater Treatment Facility, City of New Bedford”. The envelope for the Price Proposals shall similarly be clearly marked “Price Proposal for Operation, Maintenance, and Management Services, Wastewater Treatment Facility, City of New Bedford”. Each Proposal sealed in its envelope or package shall be enclosed in another envelope with the notation “Proposal Enclosed” and shall show the Proposer’s name and address on the outside.

The Proposals will not be subject to a public opening. Proposers are fully responsible for the timely delivery of the Proposals. Any Proposal received after the time and date specified will be rejected by the City. Proposals may be withdrawn by the Proposer prior to, but not after, the Proposal submission date. Proposals will be reviewed for completeness and responsiveness.

The City reserves the right to reject any or all Proposals, to waive informalities and minor irregularities in the proposals received, and to award a Contract to a responsible, responsive Proposer whose proposal is deemed in City’s opinion to be the most advantageous to the City, price and other factors considered.

### 6.3.1 Number of Copies

One (1) printed original, eight (8) copies and one (1) electronic version of each Proposal must be submitted prior to or on the Proposal Submission Date. All Proposals must be complete with all requested information, data, and attachments. The City reserves the right to request/require up to six additional copies of the Proposal.
6.3.2 Signing of Proposals and Authorization to Negotiate

All Proposals to the City must be signed by a duly authorized individual within the company. Proof of the fact that whoever is signing is authorized to do so must be included with the Proposal. Unsigned Proposals will be rejected. The Proposer must also identify the persons authorized to negotiate on its behalf.

6.4 PROJECT PROPOSAL CONTENT

6.4.1 Executive Summary

The Proposer shall submit an executive summary which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team and a summary of the proposed services. This section should include a clear statement of the Proposer’s understanding of the RFP. The executive summary shall not exceed six typed pages. The City may use the executive summary for public information purposes.

6.4.2 Technical Proposal

This section of the Proposal must present the technical aspects of the Proposer’s plan to perform the Services. The Proposer must provide the information necessary to convey a clear understanding of the unique services required, such as operation and maintenance of covered tanks at the wastewater treatment plant, including a full description of the expected operation of facilities.

The Agreement Term Sheet and Schedules, contained as part of this RFP, outline the performance requirements that must be met. The Proposer’s technical submission shall be in sufficient detail so that the City can ascertain the Proposer’s approach to complying with the executed Agreement that is outlined in the RFP. Where Proposer-specific information must be included into the Agreement and Schedules, such information submitted shall be in a format that can be easily incorporated into the Schedules for the finalization of an Agreement. The following subsections outline the elements that must be included in the Proposer’s technical proposal to demonstrate compliance with the Agreement Term Sheet and Schedules.

A Company/Team Information

This section of the Proposal must present general information about the company and the key personnel involved in providing the requested Services. The Proposal must include name, address, e-mail address and telephone and facsimile numbers of the Proposer and a principal contact person. This section should also include details about the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party; a brief history of the Proposer’s business activities, including ownership, markets, organization, and background; a listing of all stockholders owning ten percent or more of outstanding shares together with the percent owned by each; tax identification number; a listing all partners indicating status of general or limited partner; if the Proposer
or joint venture is a subsidiary of a parent company, information about when the subsidiary was formed and its place in the corporate structure of the parent company (if a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed); and identification of portions of the work that will be subcontracted and by whom.

This section should also include an organization chart indicating the management and technical personnel and their respective roles in carrying out the services, both assigned at the Wastewater Facility and at the company headquarters. The Proposer shall specifically identify and include qualifications/certifications of the proposed Project Manager for the Services. Resumes should be provided for all key personnel and include certifications of personnel. The Proposer shall provide appropriate documentation of personnel that will be certified by the State as of the Commencement Date. Proposers must recognize that its key assigned employees will be used as a basis for determining eligibility to perform contract operations. Therefore, changes to Proposer’s proposed team, including key personnel and major subcontractors, will not be permitted without approval, of the City in its sole discretion.

The Proposal should indicate whether the Proposer has failed to complete any contract or has had any contract canceled for poor performance or default by the company; the company, any officer, or affiliate has been barred from bidding on public contracts by the federal government or by any governmental entity in Massachusetts or any other state; any officer of the company has failed to complete work under a contract handled in his/her own name or has been convicted of any criminal conduct or been found in violations of any federal, state or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages; the company, any affiliate, or any officer of the company filed for bankruptcy; whether any facility under contract operations and maintenance by the company been found to be in violation of any provision of federal, state or local regulations.

B Facility Operations and Performance Standards

The Agreement Term Sheet (Appendix A), sets forth standards for performing the Services, including provisions for routine repairs and replacements, and varying permit requirements over the term of the project.

Proposers should be aware that the City wants to encourage efficient performance of Services over the term of the Agreement in a manner that is consistent with the City’s objective of maintaining the Wastewater Facility to a high standard of care that includes:

- Continuous good housekeeping to preserve aesthetics and protect against deterioration of capital assets.
- Ongoing routine maintenance and repair.
- Cost-effective upgrades of obsolete equipment at the Wastewater Facility.

Accordingly, this section of the Proposal shall include the general Wastewater Facility management philosophy, a description of the Operations and Maintenance Plan (O&M Plan) for the Wastewater
Treatment Plant (Base Bid) and the Pumping Stations (Alternates 2 and 3) and outlining the major activities to be performed. The summary of the O&M Plan shall address the Proposer’s approach for maintenance, repairs and replacements to comply with the Agreement Term Sheet. It shall include an equipment inventory, schedule for shift and preventative and predictive maintenance, and related operator training. The O&M Plan shall address the proposed approach for tracking of groups of various aged equipment, and include depreciation and the routine repairs, replacements, and renewals required to maximize the useful life of the equipment. The O&M plan should fully explain the approach and implications of the City’s intent to be able to shift between Liquid haul (Base) and dewatered sludge haul (Alternate 1). As noted previously, the City anticipates that the shift between liquid and dewatered will be infrequent and for limited time periods.

As to all Wastewater Facility maintenance and routine repairs and replacements, assurance must be provided that required maintenance will be made to a specified standard (i.e., equipment specifications) and will not be deferred due to cost pressures or other factors. The proposer shall add to its price proposal a value of $500,000 dedicated to routine repair and replacements, renewal and replacement of equipment and other Wastewater Facility components not constituting Capital Expenditure (which amount may be adjusted annually in accordance with the methodology set forth in Schedule 5), during such Billing Year (or a prorated portion of said amount if such Billing Year has less than twelve full calendar months). For Alternate 2 and 3, the Proposer shall include an amount for Pumping Station R&R of $200,000 and $100,000, respectively. Within this proposal section, the Proposer shall identify its approach to annual R&R, where it intends to establish priorities.

The forgoing cost and expenses shall be subject to Cost Substantiation and shall not include the cost of any Company or Company-affiliated labor. At the expiration of the operating period, the Wastewater Facility will be returned to City in a sound, proper and well-maintained condition without the necessity for City to undertake a major overhaul when assuming Wastewater Facility management responsibilities. Proposers are requested to set forth an approach to this issue which will ensure the City’s maintenance and routine repair and replacement activities are included as part of the base Operation and Maintenance Fee.

This section of the Proposal shall briefly outline the Proposer’s Energy and Chemical Management Plan. The purpose of this plan is to describe how the Proposer intends to implement cost-effective measures with respect to energy and chemical consumption throughout the Wastewater Facility, including odor control and sludge thickening/dewatering for the Wastewater Facility.

### C Staffing Plan

Proposers should clearly set forth their proposed staffing approach within their proposal. This shall include the required Management Team and then the number of staff by function and grade as well as the licenses and certifications that will be included. As noted, the City is also seeking to understand how certain skills typically required to operate and maintain a wastewater treatment plant with the complexity and range of equipment found in New Bedford’s facilities. Expected skills include but are not limited to electricians, plumbing/pipefitting, welding and instrumentation and controls. And, as noted,
the City intends to make the staffing plan part of the Service Agreement and impose financial penalties if the plan is not followed throughout the contract term.

As part of the Proposer’s staffing plan, the Proposer should provide separate descriptions for staffing requirements for Bid Alternates 2 and 3.

**D Relevant Project Experience**

The Proposer should provide detailed information describing wastewater projects either currently under contract or completed within the last five years that are similar in nature to the Services to be provided or that best demonstrates the Proposers ability to provide the Services the City is requesting. This shall include liquid and solids sludge production as well as pump stations operation and maintenance. In addition, the Proposer shall provide a list of all projects of similar size, complexity and effluent/water quality standards, with which the Proposer has been involved as an operator. A brief description of five projects shall be provided, including the history of operation, current status, and a description of the Proposer’s specific involvement in these projects. These projects may be located in the United States or abroad; although, special emphasis shall be placed on domestic experience. For each of the projects identified, provide the following information:

- Name and location of project
- Client and Owner
- Applicability and relevance of referenced project to the project.
- Description of treatment systems and processes including size and capacity.
- Description of capital improvements and retro fittings for which the Proposer was responsible.
- Expenses budget.
- History of operations, including start-up date and years of service.
- Key project contact of Proposer for the given project.
- Key project contact of Client, including address, e-mail address and phone number.
- Key personnel involved; if joint venture or partnership, indicate participating firms.
- Description of odor control facilities.
- Description of the computer systems operated and the extent of automated systems at the facilities.
- Duration of contract.
- 5 Year compliance history

**E Environmental Protection and Mitigation**

The Proposal shall describe in sufficient detail the Proposer’s environmental protection, mitigation, and monitoring systems for mitigating potential environmental impacts associates with performing the Services. Specific emphasis shall be placed on the Proposer’s approach for establishing plant optimization of nitrogen removals, performing a “zero tolerance” odor and noise control program, and how the City’s capital improvement programs will be integrated into the long-term operations. The
Proposal shall describe the Proposer’s ongoing program to assure long-term compliance with environmental regulations, permit conditions and Division of Marine Fisheries MOU.

F Process Monitoring, QA/QC Reporting to City and Regulatory Agencies
The Proposer shall submit its experience with wastewater regulatory compliance, particularly regarding Federal and State requirements. This shall include submission of its experience with meeting permit conditions and complying with regulatory requirements for operating wastewater treatment facilities. The Proposer shall submit a plan describing method for demonstrating compliance with performance standards requirements in performance of Services. This plan shall describe the reporting mechanisms, analytical procedures and schedule that will be used to communicate with the City and regulatory agencies. In addition to monitoring information required for regulatory purposes, the plan shall describe the monitoring information and form that it will be presented to the City to confirm the Proposer’s operation of the Wastewater Facility to the standards established in the Agreement Term Sheet (e.g., odor control equipment operations and performance). This plan shall describe real-time data to be provided and consolidation of data to support the Proposer’s monthly and annual reports to the City. The plan shall also describe testing to be performed at the Wastewater Facility’s laboratory, regulatory compliance testing, and protocol for delivering samples to the City for its own testing program. The plan shall also identify a schedule for updating plans necessary for regulatory compliance.

G Licenses, Permits, and Approvals
The Proposal shall describe the approach for obtaining any new or renewing any existing licenses, permits, approvals, or other authorizations needed to perform the services outlined in this RFP and Agreement Term Sheet. If the Proposer’s Key Management Team possesses the required licenses and registrations, copies of those license’s should be included in a clearly marked and indexed appendix to the technical proposal. The Proposal shall indicate where coordination or assistance with either the City or others is required for obtaining such approvals. The Proposer must submit an approach for implementing provisions to comply with the current and projected regulatory requirements.

6.4.3 Business Arrangements/Proposer Financials
This section must present the business and financial aspects of the Proposal. The Proposer shall submit sufficient information so that the City can evaluate the Proposer’s ability to satisfy the conditions of the Agreement Term Sheet. Such information shall include a copy of the most recent Annual Reports filed with the Securities and Exchange Commission (SEC) on form 10K, and all quarterly reports filed with the SEC on for 10Q since the last 10K was filed. If the Proposer is not required to make periodic filings with the SEC, the Proposer shall submit audited financial statements for the organization’s last three fiscal years of operation. The financial statement must include income statements, balance sheets, and changes in financial position. Proposers shall provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Proposer, its parent, affiliates and subsidiaries in connection with other projects, whether by way of financial or performance commitments, guarantees, or otherwise that may put limitations on its financial exposure for this project. The
Proposer shall also disclose any outstanding litigation that could adversely affect its financial condition if judgment is brought against the Proposer.

In addition, this section of the Proposal shall include, but not be limited to the following:

**A Project Guarantor Commitment**

Proposers to this RFP must have a Project Guarantor to fulfill all the financial obligations required for performance of the Services. The Project Guarantor can be the contracting party, its parent company, or a substantially capitalized general partner that is an integral part of the Proposer’s team. Proposers must demonstrate to the City that the Project Guarantor has the capability and legal commitment to guarantee the financial obligations of the Proposer for the project. The Project Guarantor shall provide full disclosure information regarding its financial condition.

The Proposer shall identify the Project Guarantor and describe how the proposed Project Guarantor shall guarantee the requirements of the RFP and Agreement Term Sheet. The Proposer shall provide a commitment from its Project Guarantor. The Project Guarantor will be required to execute Schedule 3 of the Agreement prior to the Contract Date. The Proposer’s Project Guarantor shall submit Proposal Form 2 demonstrating its willingness to execute the Schedule 3 Guarantee.

**B Performance Bond/Letter of Credit Requirements**

A performance bond or letter of credit in the form specified by the City in the amount of one and one half (1.5) times the annual Operation and Maintenance Fee will be required of the successful Proposer to secure the performance and payment of all obligations incurred in the performance of the Services. Such documentation shall be provided for the Base Bid and for each Alternate as appropriate. The performance bond/letter of Credit called for shall be renewed annually and remain in effect at least until the day when the final payment becomes due, except as otherwise provided by law or regulations or by the Agreement. For the purpose of evaluation, the performance bond/letter of credit amount shall escalate each year to reflect changes in the annual Operation and Maintenance Fee, as adjusted by the appropriate indices from the Commencement Date of the Agreement.

The Proposal shall provide evidence that the Proposer would be able to annually renew the performance bond/letter of credit amounts during the term of the Agreement. Evidence shall include a duly signed letter from a surety company qualified to do business in the State binding that surety. Alternate forms of surety may be proposed by the Proposer for approval by the City. The City may approve such alternate forms of surety when deemed to be in the best interest of the City.

**C Employee Transition Plan and Compensation Package**

The Proposal shall describe the Proposer’s approach for making the transition from the current contract operations to the Proposer’s contracted services for operating and maintaining the Wastewater
Facilities. Items included in the Agreement Term Sheet shall be addressed in this section of the Proposal, including the minimum number of employees. Proposers should note that the City anticipates retaining the staff currently responsible for pumping station operations and maintenance if it elects to accept Alternate 2 or 3. While it recognized that many of the details for such transition are not practical to finalize at this time, the Proposer shall provide an outline of its approach for the transition, including personnel assigned and activities performed during the transition period. The Proposer should identify the proposed date for providing on-site personnel for this transition.

D Proposal Bond or Other Form of Security

As security for the Proposer’s good faith negotiation of an agreement with the City, pursuant to its Proposal, each Proposer shall furnish a proposal bond from a corporate surety licensed to do business in the State in the amount of $500,000. The condition of the Proposal bond shall be the Proposer shall not withdraw its Proposal within 120 days after the date of opening the sealed proposals and shall execute a contract with the City, if so offered and negotiated in good faith. Any Proposal received without the required proposal bond will be considered non-responsive and will not be accepted. No Proposer shall be released from the proposed bond until one of the following has occurred:

- The Proposer’s Proposal is completely rejected by the City in writing.
- One Hundred Twenty (120) days have elapsed since the opening of sealed Proposals and the Proposer has not been asked to enter into a contract or invited to negotiate pursuant to this document; or has not agreed to extend such period of time;
- The contract between the City and the selected Proposer has been signed.

If a Proposer withdraws the Proposal, fails to negotiate in good faith with the City, or if after the City and the Proposer fails to sign a contract, the amount of the proposal bond will be forfeited and retained by the City as liquidated damages. The City reserves the right to terminate negotiations at any time and return the proposal bond to the Proposer.

In lieu of a proposal bond a Proposer may tender a certified check or bank draft drawn on a solvent bank or trust company, with its principal place of business in Massachusetts, payable to the City of New Bedford, or other form of financial security acceptable to the City.

6.4.4 Proposal Forms

To be deemed responsive to this RFP, Proposers must provide the requested information and complete in detail all Proposal Forms provided in Section 7.0. All Proposal Forms, excluding Proposal Forms relating to price and other cost factors, shall be included in this section of the Project Proposal.
6.4.5 Supplemental Information

Proposers shall submit in this section of their Proposal supplemental information on their experience and qualifications to perform the proposed services. Such information shall address updated financial and project staffing information.

6.5 PRICE PROPOSAL CONTENT

As described in Section 6.2.2 of this RFP, Proposers shall submit as a separate document (in a sealed clearly labeled envelope), a Price Proposal consisting of Proposal Forms 3, 4 and 6. The Proposer is required to propose an Annual Operation and Maintenance Fee (Proposal Form 3), Pass Through Costs (Proposal Form 34, Date of Operation and Maintenance Fee Escalation (Proposal Form 3), and Operation and Maintenance Fee Escalator (Proposal Form 3) (maximum 100%).
7.0 PROPOSAL FORMS

7.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested in Section 6.0 of this RFP and complete in detail all Proposal Forms contained in this Section 7.0. The Proposal Forms must be signed by the appropriate individual(s) of the Proposer authorized to commit to the proposed Services. All Proposal Forms are to be completed in ink. Completed Proposal Forms, excluding Proposal Forms 3, 4 and 6, are to be submitted with the Technical Proposal, as identified within Section 6.0 of this RFP. These excluded Proposal Forms shall be submitted with the Price Proposal.

The information contained in the Proposal Forms, including pricing, shall remain in effect for six months after the Proposal submission date. Within that six-month period, the City anticipates the Agreement would be executed. (If the evaluation/negotiations are not complete, the City will ask one or more proposers to extend the validity of their pricing and related terms.) The required Proposal Forms are outlined below and provided in this RFP.

- Proposer Qualifications Form (Evidence of Minimum Qualifications)
- Proposal Form 1: Non-Collusion Affidavit and Pricing Commitment
- Proposal Form 2: Guarantee
- Proposal Form 3a though 3d: Operation and Maintenance Fee
- Proposal Form 4a through 4c: Pass Through Costs
- Proposal Form 5: Key Project Staff
- Proposal Form 6a and 6b: Changes in Flows and Loadings

7.2 OVERVIEW OF PROPOSAL FORMS

The subsequent paragraphs present an overview of each Proposal Form including the requirements the Proposer must adhere to in completing and including the Proposal Forms in the Proposal.

7.2.1 Proposer Qualifications Form (Evidence of Minimum Qualifications)

The Proposer must complete the Proposer Qualifications Form to demonstrate compliance with the minimum qualifications outlined in Section 4.0 of this RFP. It is recognized that this form may require information duplicated elsewhere.

7.2.2 Non-Collusion Affidavit and Pricing Commitment

Proposal by corporations shall be executed in the corporate name by the president or a vice president authorized to sign, and the corporate seal shall be affixed and attested by the secretary or an assistant
secretary. The corporate address shall be shown below the signature. Proposals by partnerships shall include the official business address of the partnership, and the state of organization shall be shown below the signature. Proposals by a joint venture shall be similarly executed by all joint venture partners.

All names shall be typed or printed below the signature(s). Proposal Form 1 shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Proposal Form).

7.2.3 Guarantee

The Proposer must have the Project Guarantor for the Services complete and sign Proposal Form 2. Proposal Form 2 commits the Project Guarantor to fulfill all the financial obligations required for performing the Services as described in the RFP and in accordance with the provisions outlined in the Agreement Term Sheet throughout the term of the Agreement.

If a sole purpose subsidiary is created to be the contracting party, the parent company shall be the Project Guarantor to guarantee performance of its subsidiary’s obligations. A subsidiary, with limited capitalization, to the full-service Company, or to be a general partner of a full-service Company without a full company guarantee is not acceptable.

7.2.4 Operation and Maintenance Fee

The Proposer shall complete Proposal Forms 3a through 3d (corresponding with the Base Bid, plus proposal Alternates 1 through 3) by providing the proposed annual Operation and Maintenance Fee for the Services under this Proposal. The Operation and Maintenance Fee shall cover all costs for maintenance, repair and replacement as set forth in the Agreement Term Sheet and Schedule 2.

Proposers are required to provide the date that the proposed Operation and Maintenance Fee will begin to escalate (Date of Operation and Maintenance Fee Escalation), along with the percent of CPI up to 100 percent (Operation and Maintenance Fee Escalator) that the Operation and Maintenance Fee will escalate.

Proposal Form 3a through 3d shall be submitted in a separate sealed Price Proposal.

7.2.5 Pass Through Costs and Termination Payments

The Proposer shall identify the Pass-Through Costs for insurance as per Schedule 4a through 4c of the Agreement Term Sheet. The Proposer shall complete Proposal Form 4 to identify the Pass-Through Costs and Termination FOR CONVENIENCE Costs for each year of the twenty-year term. Proposal Forms 4a through 4c shall be submitted in the separate sealed Price Proposal.
7.2.6  **Key Project Staff**

The City’s service terms define the Key Management Team as the Project Manager/Lead, Operations Manager, Maintenance Manager and Laboratory Manager. The City’s expectation is that the Proposer will commit these staff to the City’s project for at least three years, barring events beyond the proposer’s control such as employee resignation, retirement, major illness etc. The failure to meet that commitment through the Proposer’s actions may be deemed a default condition and lead to termination of the contract. If the Contractor must replace any Key Management Team member, the Contractor shall submit proposed candidates to the City for its approval, such approval shall not be unreasonably withheld. The Proposer shall duplicate and complete Proposal Form 5 for the Key Management team as well the following members at a minimum:

- Permitting and regulatory compliance Lead
- Odor Control Lead

Additional forms may be provided for other lead team members critical for demonstrating Proposer’s qualifications to perform the Services. The Proposal shall include a description of the proposed organizational chart.

7.2.7  **Changes in Flows and Loadings**

The Proposer shall identify how the Operation and Maintenance Fee will be adjusted in the event that the 12-month average for flows and loadings exceeding ± 10%. Note that the City anticipates that flow and load adjustments will not impact the operation and maintenance of the pumping station and are only applicable to the Base Bid and Alternate 1. The Proposer shall complete Proposal Forms 6a and 6b with such information.
PROPOSER QUALIFICATIONS FORM

PROPOSER NAME: ____________________________________________________________

______________________________________________________________________________

1) United States Wastewater Plant Experience

<table>
<thead>
<tr>
<th>Utility Location</th>
<th>Treatment Process / Design Capacity</th>
<th># and Size of pumping stations</th>
<th>Contract O &amp; M Program Dates</th>
<th>Current Client Contract (Name, Phone, Fax)</th>
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</table>
2) Financial Statements (Indicate if Proposer or Project Guarantor attached most recent three years of audited financials to proposal).

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<tr>
<th>Year</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
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<tr>
<td>Net Worth</td>
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<td>Revenues</td>
<td>$______</td>
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<td>Profits After Tax</td>
<td>$______</td>
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3) Letter of Credit / Performance Bond

Attached to the Form a written demonstration of the ability to obtain the required letter of credit or performance bond. Written confirmation should be on the letterhead of the financial institution which will provide the letter of credit or performance bond consistent with M.G.L., Chapter 30B. **Do not specify the actual dollar amount of the commitment since price information can only be specified in the Price Proposal.**
4) Certifications and Licenses

<table>
<thead>
<tr>
<th>Position</th>
<th>Individual Named</th>
<th>State</th>
<th>Wastewater (Grade)</th>
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5) Anti-Fraud Demonstration (to be signed by company officer submitting Proposal)

“No officer of the Proposer company or affiliate of the company nor the Project Guarantor, if any, or any affiliate of the Project Guarantor has been convicted of fraud by the Federal government of the United States or by any governmental entity in Massachusetts, or by any other state in the United States.”

Name:________________________
Signature:____________________
Title:________________________
Date:________________________
6) Bankruptcy (to be signed by company officer submitting Proposal)

“Neither the Proposer Company or any affiliate of the Proposer company nor the Project Guarantor, if any, or any affiliate of the Project Guarantor has ever filed for bankruptcy.”

Name: ________________________

Signature: ____________________

Title: _________________________

Date: _________________________

Or:

Bankruptcy was claimed under the following circumstances:
I, ________________________, of the firm of _______________________, the Proposer making the Proposal of Operation, Maintenance, and Management Services ("Services"), and that I executed the said Proposal with full authority to so do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of New Bedford ("City") relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding Agreement for the said Services.

The Proposer understands the RFP and Agreement Term Sheet and Agreement and has based the Proposal on the risk allocation contained in the RFP and Agreement Term Sheet and Agreement. The Proposer accepts all the terms and conditions contained in the Agreement and will sign the Agreement upon selection by the City.

I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.

I further certify:

A: that neither the Proposer nor any member of the Proposer’s team is currently suspended or debarred from doing business with any government entity;

B: that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;

C: that the information supplied by the Proposer in this Proposal is current, truthful and complete;
Having carefully examined the project documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available at the City, and being familiar with the work and the various conditions affecting the work, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper or incidental to the contract operations as required by and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the City and mailed to the undersigned prior to the date for operating proposals, whether received by the undersigned or not, for the Service Fee stated in the Proposal as elected to be implemented by the City and at the City’s sole discretion.

I acknowledge receipt of addenda:

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<th>NO.</th>
<th>Date</th>
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I further warrant that no person or selling agency has been employed or retained to solicit or secure such Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by ____________________________.

_______________________
(Signature of Proposer)

**Note:** If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer’s authority to execute the Proposal shall be attached.
If this Proposal is being submitted by a joint venture, it shall be executed by all joint venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

________________________
(Notary Public)

State of__________________
County of__________________

On this ______________ day of ________________, 201__, before me appeared __________________, personally known to me to be the person described in and who executed this __________________ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

________________________
Notary Public in and for the state of____________
(seal)

________________________
(Name printed)

Residing at________________________

My appointment expires________________________
Chief Procurement Officer  
City of New Bedford  
City Hall  
133 William Street  
New Bedford, MA 02740

Re: City of New Bedford  
Procurement for the Operation, Maintenance and Management of the  
Wastewater Treatment Facility

Dear Chief Procurement Officer:

The undersigned hereby represents to the City of New Bedford ("City") that if ______________ (the "Proposer") is awarded the Service Agreement for the Operation, Maintenance and Management services ("Services") described in this RFP and outlined in the Service Agreement, the undersigned agrees to fully and unconditionally guarantee all obligations of whatever kind or nature of the Proposer to the City. Those matters which the undersigned will guarantee shall include, but shall not be limited to the following:

- All financial, payment, and performance obligations of the Proposer under the Service Agreement to be executed by the selected Contract Operator and the City.

- All obligations of the Proposer to perform the Services.

- All indemnification obligations of the Proposer to the City for any claims, losses, damages or liabilities arising out of any acts or omissions of the Proposer’ its agents, contractors, subcontractors, and employees, in performing the Services in accordance with the Service Agreement.

Sincerely yours,

____________________________________  
President/Chief Executive Officer

____________________________________  
Name of Firm
Proposers shall fill out Proposal Form 3a through 3d corresponding to the Base Bid and the required Alternates 1 through 3. Proposal forms 3a and 3b will provide the costs for operating and maintaining the WWTP and related duties as specified here in. Form 3a provides the proposed costs for producing liquid sludge with 2 percent solids content. Proposal Form 3b provides the proposed costs for producing dewatered sludge with a solids content of at least 22-28 percent. As noted herein, the City will annually elect whether it desires liquid sludge or dewatered sludge, thus the costs shown in Proposal Form 3a and 3b will become part of the Service Agreement and used throughout the contract term.

Proposal Forms 3c provides the incremental costs (that is the cost in excess of that contained in Proposal Forms 3a and 3b) for operating all 29 of the City’s pumping. Proposal Forms 3d provides the incremental costs (that is the cost in excess of that contained in Proposal Forms 3a and 3b) for operating the City’s 12 largest pumping stations as identified herein. As noted herein, the City at the time of selection will determine whether it will retain responsibility for all of its pumping stations (Base Bid), none of its pumping stations (Alternate 2) or some of its pumping stations (Alternate 3).

<table>
<thead>
<tr>
<th>Proposal Form 3a</th>
<th>Base Bid—Liquid Sludge O&amp;M FEE (WASTEWATER FACILITY)</th>
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</thead>
<tbody>
<tr>
<td>Annual Operations and Management WWTP (1)(3)</td>
<td>$</td>
</tr>
<tr>
<td>Annual WWTP R&amp;R Allowance (2)</td>
<td>$500,000</td>
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<tr>
<td><strong>Total annual O&amp;M Fee</strong></td>
<td>$</td>
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<td>O&amp;M Fee Escalator (Percent of the CIP maximum of 100%) (3)</td>
<td>%</td>
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<td>First Date of Escalation, if other than July 1, 2021 (4)</td>
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**Notes:**

1. The portion of the annual Operation and Maintenance Fee designated for operation of the Facility.
2. The Allowance is designated for renewal and replacement of existing equipment, in accordance with the R&R Plan as approved by the City and as may be modified from time to time.
3. The Annual Operation and Maintenance Fee, excluding Annual Renewal and Replacement fee of $650,000, is subject to annual escalation for the term of Agreement, pursuant to the Fee Escalation Date and the Fee.
Escalator. The percent requested is the percent of the consumer Price Index for Urban Wage Earners (CPI-W), Northeast Region, which shall be used as the Fee Escalator.
(4) The date on which the O&M Fee escalation begins, if other than July 1, 2021.

<table>
<thead>
<tr>
<th>Proposal Form 3b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate 1—Dewatered Sludge</td>
</tr>
<tr>
<td>O&amp;M FEE (WASTEWATER FACILITY)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Wastewater Treatment Plant Operations</td>
<td></td>
</tr>
<tr>
<td>and Management (1)(3)</td>
<td></td>
</tr>
<tr>
<td>Annual WWTP R&amp;R Allowance (2)</td>
<td>500,000</td>
</tr>
<tr>
<td>Total annual O&amp;M Fee</td>
<td></td>
</tr>
<tr>
<td>O&amp;M Fee Escalator (Percent of the CIP maximum</td>
<td></td>
</tr>
<tr>
<td>of 100%) (3)</td>
<td>%</td>
</tr>
<tr>
<td>First Date of Escalation, if other than July</td>
<td></td>
</tr>
<tr>
<td>1, 2021 (4)</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
(1) The portion of the annual Operation and Maintenance Fee designated for operation of the Facility.
(2) The Allowance is designated for renewal and replacement of existing equipment, in accordance with the R&R Plan as approved by the City and as may be modified from time to time.
(3) The Annual Operation and Maintenance Fee, excluding Annual Renewal and Replacement fee of $200,000, is subject to annual escalation for the term of Agreement, pursuant to the Fee Escalation Date and the Fee Escalator. The percent requested is the percent of the consumer Price Index for Urban Wage Earners (CPI-W), Northeast Region, which shall be used as the Fee Escalator.
(4) The date on which the O&M Fee escalation begins, if other than July 1, 2021.
<table>
<thead>
<tr>
<th>Proposal Form 3c</th>
<th>Alternate 2—Contract Operator Responsible for all City Pumping Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>O&amp;M FEE (All Pumping Stations)</td>
</tr>
<tr>
<td><strong>Annual Pumping Station Operations and Management (1)(3)</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Annual Pumping Station R&amp;R Allowance (2)</strong></td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>Total annual O&amp;M Fee</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>O&amp;M Fee Escalator (Percent of the CIP maximum of 100%) (3)</strong></td>
<td>%</td>
</tr>
<tr>
<td><strong>First Date of Escalation, if other than July 1, 2021 (4)</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

1. The Annual Operation and Maintenance Fee designated for operation of the City's 29 pumping stations.
2. The Allowance is designated for renewal and replacement of existing equipment, in accordance with the R&R Plan as approved by the City and as may be modified from time to time.
3. The Annual Operation and Maintenance Fee, excluding Annual Renewal and Replacement fee of $200,000, is subject to annual escalation for the term of Agreement, pursuant to the Fee Escalation Date and the Fee Escalator. The percent requested is the percent of the consumer Price Index for Urban Wage Earners (CPI-W), Northeast Region, which shall be used as the Fee Escalator.
4. The date on which the O&M Fee escalation begins, if other than July 1, 2021.
| **Proposal Form 3d**  
**Alternate 3—Contract Operator Responsible for selected City Pumping Stations**  
O&M FEE (Selected Pumping Stations) |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Pumping Station Operations and Management (1)(3)</strong></td>
</tr>
<tr>
<td><strong>Annual Pumping Station R&amp;R Allowance (2)</strong></td>
</tr>
<tr>
<td><strong>Total annual O&amp;M Fee</strong></td>
</tr>
<tr>
<td><strong>O&amp;M Fee Escalator (Percent of the CIP maximum of 100%) (3)</strong></td>
</tr>
<tr>
<td><strong>First Date of Escalation, if other than July 1, 2021 (4)</strong></td>
</tr>
</tbody>
</table>

**Notes:**

1. The Annual Operation and Maintenance Fee designated for operation of the City’s 29 pumping stations.
2. The Allowance is designated for renewal and replacement of existing equipment, in accordance with the R&R Plan as approved by the City and as may be modified from time to time.
3. The Annual Operation and Maintenance Fee, excluding Annual Renewal and Replacement fee of $100,000, is subject to annual escalation for the term of Agreement, pursuant to the Fee Escalation Date and the Fee Escalator. The percent requested is the percent of the consumer Price Index for Urban Wage Earners (CPI-W), Northeast Region, which shall be used as the Fee Escalator.
4. The date on which the O&M Fee escalation begins, if other than July 1, 2021.
The City will reimburse the Contract Operator for the direct costs of the Performance Bond and required insurance in accordance with the following forms. After Contract Year 1, the amount of the pass-throughs will be adjusted in accordance with the annual inflation fee adjustment described for Proposal Forms 3a through 3d.

<table>
<thead>
<tr>
<th>PROPOSAL FORM 4A—Base Bid and Alternative Bid 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUMMARY OF PASS THROUGH COSTS</td>
</tr>
<tr>
<td>ITEM</td>
</tr>
<tr>
<td>1. Performance Bond Cost/Letter of Credit (^)</td>
</tr>
<tr>
<td>ANNUAL COST(¹)</td>
</tr>
<tr>
<td>$__________________</td>
</tr>
<tr>
<td>2. Insurance (^)</td>
</tr>
<tr>
<td>(as per Schedule 4 of the Agreement Term Sheet, excludes 2b below)</td>
</tr>
<tr>
<td>b. Environmental Impairment Liability Insurance</td>
</tr>
<tr>
<td>$__________________ each occurrence</td>
</tr>
<tr>
<td>$__________________ total aggregate</td>
</tr>
<tr>
<td>Termination Fee (Year 1)</td>
</tr>
<tr>
<td>$__________________</td>
</tr>
</tbody>
</table>

Notes:
(1) Costs are annual for the first year.
(2) Bond/letter of credit size will be 1.5 times the annual Operation and Maintenance Fee for the Base Proposal.
(3) Requirements shall be issued with Service Agreement.
(4) Refer to Section 5.3 of the Agreement Term Sheet (Appendix A). Unless specified otherwise, the Fee for Termination for Convenience will be reduced in ten equal increments over the base service period of ten years.
Proposal Forms 4b and 4c should be filled out only for the pumping station services requested under Alternates 2 and 3.

**PROPOSAL FORM 4b—Alternate 2**

**SUMMARY OF PASS THROUGH COSTS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ANNUAL COST(¹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Performance Bond Cost/Letter of Credit (²)</td>
<td>$_____________</td>
</tr>
<tr>
<td>4. Insurance (³)</td>
<td>$_____________</td>
</tr>
<tr>
<td>(as per Schedule 4 of the Agreement Term Sheet, excludes 2b below)</td>
<td></td>
</tr>
<tr>
<td>b. Environmental Impairment Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>$________________ each occurrence</td>
<td></td>
</tr>
<tr>
<td>$________________ total aggregate</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY OF TERMINATION FOR CONVENIENCE (⁴)**

| Termination Fee (Year 1)                                           | $_____________|

**Notes:**

(5) Costs are annual for the first year.

(6) Bond/letter of credit size will be 1.5 times the annual Operation and Maintenance Fee for Alternate 2.

(7) Requirements shall be issued with Service Agreement.

(8) Refer to Section 5.3 of the Agreement Term Sheet (Appendix A). Unless specified otherwise, the Fee for Termination for Convenience will be reduced in ten equal increments over the base service period of ten years.
### SUMMARY OF PASS THROUGH COSTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ANNUAL COST(¹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Performance Bond Cost/Letter of Credit (²)</td>
<td>$____________________________</td>
</tr>
<tr>
<td>6. Insurance (³) (as per Schedule 4 of the Agreement Term Sheet, excludes 2b below)</td>
<td>$____________________________</td>
</tr>
<tr>
<td>b. Environmental Impairment Liability Insurance</td>
<td>$____________________________</td>
</tr>
<tr>
<td></td>
<td>$____________________________ each occurrence</td>
</tr>
<tr>
<td></td>
<td>$____________________________ total aggregate</td>
</tr>
</tbody>
</table>

### SUMMARY OF TERMINATION FOR CONVENIENCE (⁴)

| Termination Fee (Year 1) | $____________________________ |

**Notes:**

(9) Costs are annual for the first year.
(10) Bond/letter of credit size will be 1.5 times the annual Operation and Maintenance Fee for Alternate 3.
(11) Requirements shall be issued with Service Agreement.
(12) Refer to Section 5.3 of the Agreement Term Sheet (Appendix A). Unless specified otherwise, the Fee for Termination for Convenience will be reduced in ten equal increments over the base service period of ten years.
KEY PROJECT STAFF

(Copy and complete this form for key project staff members as defined in Section 7.0. 
Attach additional pages if necessary.)

GENERAL INFORMATION

Name: ___________________________

Firm: ___________________________

Title: ___________________________

Year employed by firm: ____________ Years

Wastewater professional experience: ____________ Years

Professional registration and Licenses (type/state/year): ___________________________

__________________________

CITY OF NEW BEDFORD PROJECT-SPECIFIC INFORMATION

Title / Assignment: ___________________________

Description of Role/Responsibilities:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
**REFERENCE PROJECT EXPERIENCE (Please repeat this for at the requested number of projects)**

| Project: |  
| Location: |  
| Current Status: |  
| Dates of Involvement: | From ______________ Through ______________ |
| Contact Person: |  
| Title: |  
| Address: |  
| Phone: |  
| Fax: |  
| E-mail |  


The City has requested the Proposal Prices be established based upon current (12-month average) flows and loadings to the Wastewater Facility. Consistent with these requirements, the City is requesting cost information on how annual fees and costs will be adjusted if the ± 10% range for these twelve-month average numbers is exceeded based upon a 12-month average of actual performance. The methodologies specified should be per MGD or 1000 lbs., as appropriate. The flow and loads adjustment is only applicable to the Base Bid and Alternate 1 and must be provided for each.

The following are the base flow and loads that will be the basis of the flow and load calculations for the contract term. (Each will be calculated on an average day on a rolling year basis). Fee adjustments will be made when that average goes beyond the ten percent variance set forth in this Proposal Form.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Base Amount</th>
<th>Lower limit</th>
<th>Upper Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow (mgd)</td>
<td>22</td>
<td>19.8</td>
<td>24.2</td>
</tr>
<tr>
<td>BOD (lbs/day)</td>
<td>64,218</td>
<td>37,980</td>
<td>57,796</td>
</tr>
<tr>
<td>TSS (lbs/day)</td>
<td>42,200</td>
<td>46,400</td>
<td>70,640</td>
</tr>
</tbody>
</table>

Please specify below the adjustment methodology and dollar impact per MGD and/or 1000 lbs. of BOD/TSS.

**PROPOSAL FORM 6a BASE BID**

Describe below how the service fee will be adjusted, if the total influent of one or more of the following parameters (flow, BOD, TSS) increases or decreases by 10 percent or more, based on a 12-month rolling average from the stated amount for each parameter. This fee adjustment shall include all pass-through costs, including chemical usage, labor and utilities. If necessary or if convenient, please provide a formula to demonstrate the applicability of the approach. Attach additional pages if necessary.
FLOW

If Flow changes by 10 percent or more from the 12-month average of 22 mgd, describe the corresponding change to the Operation and Maintenance Fee in terms of $/mg.

________________________________________________________________________

________________________________________________________________________

BIOLOGICAL OXYGEN DEMAND

If BOD changes by 10 percent or more from the base level of xx pounds per day, describe the corresponding change to the service fee in $/100 pounds.

________________________________________________________________________

________________________________________________________________________

TOTAL SUSPENDED SOLIDS

If TSS changes by 10 percent or more from the base level of xx pounds per day, describe the corresponding change to the service fee in $/100 pounds.

________________________________________________________________________

________________________________________________________________________

TOTAL EFFECT (²)

Describe the cumulative effect if all three parameters change, as opposed to individual changes.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
PROPOSAL FORM 6b ALTERNATE Bid 1

Describe below how the service fee will be adjusted, if the total influent of one or more of the following parameters (flow, BOD, TSS) increases or decreases by 10 percent or more, based on a 12-month average from the stated amount for each parameter. This fee adjustment shall include all pass-through costs, including chemical usage, labor and utilities. If necessary or if convenient, please provide a formula to demonstrate the applicability of the approach. Attach additional pages if necessary.

__________________________________________________________

__________________________________________________________

__________________________________________________________

FLOW

If Flow changes by 10 percent or more from the 12-month average of 22 mgd, describe the corresponding change to the Operation and Maintenance Fee in terms of $/mg.

__________________________________________________________

__________________________________________________________

__________________________________________________________

BIOLOGICAL OXYGEN DEMAND

If BOD changes by 10 percent or more from the base level of xx pounds per day, describe the corresponding change to the service fee in $/100 pounds.

__________________________________________________________

__________________________________________________________

__________________________________________________________

TOTAL SUSPENDED SOLIDS

If TSS changes by 10 percent or more from the base level of xx pounds per day, describe the corresponding change to the service fee in $/100 pounds.

.  

__________________________________________________________

__________________________________________________________

__________________________________________________________
TOTAL EFFECT ($^2$)

Describe the cumulative effect if all three parameters change, as opposed to individual changes.
This Service Agreement Term Sheet set forth in this Appendix A has been developed to provide a summary of the major terms and conditions for the contract operation, maintenance, and management of the City of New Bedford’s Wastewater Treatment Facility and Pumping Stations if the City elects to move forward with either Bid Alternate 2 or 3. This Agreement Term Sheet shall be used for Proposers to assess the risks and corresponding costs associated with providing the services sought by the City of New Bedford.

This Agreement Term Sheet, along with the referenced Schedules (Appendix B) shall constitute the Services required. It is anticipated that this Agreement Term Sheet will be replaced with a detailed contract, which will be issued as an addendum to this RFP at least one month prior to the proposal submission date set forth in Section 6.3 of this RFP. (The Proposer shall not submit the Agreement Term Sheet (Appendix A) nor the Schedules (Appendix B) as part of their Proposal). The Schedules of Appendix B will be completed by the City for the selected Proposer using the information provided in the Proposal and Proposal Forms 1-7.

The Agreement will incorporate the terms and conditions of this Agreement Term Sheet.
SERVICE AGREEMENT TERM SHEET

1.0 DEFINITIONS

The definitions for the project are set forth in Appendix D of the RFP.

2.0 CONDITIONS PRECEDENT AND NOTICE TO PROCEED

The Contract Operator shall commence work on the Commencement Date. Prior to commencing operations, the Contract Operator shall:

- Obtain the required insurance and bonds.
- Develop a transition plan from current operations to operation by the Contract Operator.
- Commit the Key Management staff and others required to meet all regulatory requirements regarding professional licenses necessary to operate and maintain New Bedford’s wastewater treatment plant and pumping stations.
- Obtain all necessary governmental and/or regulatory approvals required for commencement of operations.

3.0 OPERATIONS AND MAINTENANCE

3.1 Wastewater Treatment Plant

3.1.1 Overall Responsibilities

Contract Operator Responsibilities

The Contract Operator shall be responsible for operating, managing and maintaining the Managed Assets pursuant to the requirements in Schedules 1, 2, and 6. This includes providing all staff, chemicals, consumables and utilities for the Managed Assets. As noted, the City will reimburse the Contractor for electrical costs up to the specified kilowatt hour budget proposed by the Contractor.

This includes managing and tracking any septage received from recreational vehicles and trailers at the WWTP. The Contract Operator is also responsible for grounds maintenance and snow removal at the WWTP.
Within one month of the Contract date, the Contractor shall provide the City evidence that it complies with all state and federal requirements regarding the licenses and certificates required to operate and maintain New Bedford’s wastewater treatment plant. Within six months of the Contract Date, the Contractor shall submit for City review and approval:

- Detailed staffing plan
- Renewal and replacement plan
- Emergency response plan
- High Flow operations plan
- Access to a fully functioning CMMS for the Wastewater Treatment Plant with preventative maintenance plan fully identified and scheduled

If the City elects to proceed with Bid Alternate 2 or 3, the Contractor will be given read/write access to the City’s Lucity system and by month 3 the Contractor shall provide the City with any suggested changes to the maintenance program for the pumping stations. If the City concurs, the necessary changes to affect the agreed revisions must be in Lucity by the end of month 6.

**City Responsibilities**

The City shall be responsible for performing the required activities to operate and maintain the collection system to the Wastewater Facility. The City shall also retain responsibility for septage receipt at the septage receiving facility, solid waste removal and disposal, grit and screening disposal and the Industrial Pretreatment Program.

The City will remain responsible for snow removal at all pumping stations.

**Renewal and Replacement**

Renewal and replacement of the existing Managed Assets will be identified on an annual basis by the Contract Operator consistent with the R&R plan developed during the transition period. The R&R Plan will focus on items with a cost (net of on-site labor) exceeding $10,000. Any such projects with a cost less than $10,000 are the maintenance responsibility of the Contract Operator. The City shall review and approve the identified projects as appropriate. The Service Fee described in Section 4.0 will include an amount of $500,000 annually (balances may be carried over years or the City may seek excess amounts be returned to the City for its direct use) (the “Renewal and Replacement Fund”) that will be used to pay for approved renewal and replacement expenditures and may only be used for that purpose without prior City approval in writing by the City’s designated Project Manager. The costs of such projects shall exclude Contract Operator on-site staff or for services provided by selected contractors where it is reasonable to expect the capabilities should be provided on-site (and/or
were explicitly required in the Scope of Services established by the City and described in Section 7.0 of the City’s RFP).

The Contract Operator will not be required to proceed with an approved R&R project, if the balance in the Renewal and Replacement Fund is insufficient. In that event, the City may supplement the balance in the Renewal and Replacement Fund to provide sufficient funding or elect to defer the project.

The City may require the Contract Operator to proceed with a renewal and replacement project without reimbursement, if the City determines that the project is required due to the Contract Operator’s failure to provide appropriate maintenance or other obligation of the Contract Operator under the contract.

**3.1.2 Equipment and Chemical Inventories**

The Contract Operator’s responsibilities with respect to equipment and chemical inventories are summarized in Schedule 8.

**3.1.3 Capital Improvements**

All capital improvements shall be the responsibility of the City. Capital improvements are defined as additions to the existing infrastructure to increase flow capacity or to provide a higher level of treatment. The City, at its sole discretion, may elect to contract with the Contract Operator to provide capital improvement services or it may seek to receive proposals from independent third parties.

The City anticipates that capital additions and improvements will be completed for the Managed Assets during the contract term. Impacts on operating costs (if any) will be mutually determined by the City and Contract Operator at the time the capital improvement is undertaken. The Contract Operator may provide suggested capital improvements for consideration by the City.

**3.1.4 Performance Standard and Regulatory and Reporting Requirements**

The Contract Operator’s responsibilities for performance, regulatory compliance and reporting requirements are set forth in Schedule 1 and 6 of Appendix B.

**3.1.5 Plant Operating Mode**

As noted, the City will work with the Contractor to develop a mutually acceptable approach for the City to shift from liquid sludge to dewatered sludge. This approach will include factors such as lead time and duration. The City anticipates that this change in operating mode will be infrequent and for limited durations but will be dictated by market conditions in the sludge hauling and disposal market.
The City will remain responsible for obtaining sludge hauling and disposal services regardless of operating mode.


The Contract Operator’s responsibilities for emergency plans and safety provisions are set forth in Schedule 2.

3.1.7 Personnel

The Contract Operator is encouraged but is not obligated to offer employment to existing employees at the Wastewater Facility. The Contract Operator is solely responsible for maintaining the staffing levels and staffing capabilities specified in its staffing plan included in its proposal and must comply with all applicable employment and workplace law. Additional information about personnel requirements are set forth in Schedule 10.

The Contract Operator, and not the City, will be responsible for reaching a bargaining agreement, if any, with the employees selected representatives.

Additional information about personnel requirements and training requirements are set forth in Schedule 10.

3.1.8 Audit

Six months after the Commencement Date, and during the 5th, 9th, 14th and 19th years (14th and 19th year audits contingent on contract term being extended beyond ten years), the Contract Operator will be required to meet a performance review to identify that all necessary maintenance items, routine, preventative and predictive, have been undertaken, and that the Wastewater Facility is operating in compliance with performance guarantees. The audit will be conducted by an Independent Engineer, chosen by the Contractor, and approved by the City.

The Independent Engineer will conduct a detailed, comprehensive survey and inspection of the facilities to identify the physical and operational conditions and general status of repair of all equipment, buildings, structures, pavements, grounds, utility lines and system, spare parts inventories, operation and maintenance records, etc. The Independent Engineer will prepare a detailed report documenting the findings of the survey/inspection. The report will include an assessment of the current condition of each item or component, its estimated remaining service life, and whether the current condition is consistent with the maintenance and general upkeep requirements of the Agreement and expected normal wear and tear. An estimated cost for repair, renewal
or replacement will be included for each item or component which is judged deficient. Estimates will include a reasonable contingency allowance that will vary depending on the nature of the work required.

A draft version of the Independent Engineer’s report will be provided to the City for review and comment. In the case of disagreement between the City and Contract Operator as to the appraised condition of items or portions of the Wastewater Facility, or estimated cost for repair, renewal, or replacement, the City will make the final decision, which shall be binding to both parties.

If the findings contained in the final Independent Engineer’s report include deficiencies in any part of the Managed Assets, the Contract Operator will be given the option to make the necessary repairs, renewals, or replacement, which shall be subject to inspection and approval by the City, or to reimburse the City the cost for repair, the renewal, or replacement as set forth in the Independent Engineer’s report. Satisfactory rectification of deficiencies shall be a requirement over the Agreement Term subject to the termination provisions of the Agreement for failure to rectify such deficiencies and for final closeout of the Agreement.

The standards for the performance Audit and the related costs will be established by the City and the Operator 120 days prior to the planned Audit dates. Costs for such Audit shall be the responsibility of the Contract Operator.

3.1.9 Maintenance and Repair

The Contract Operator shall perform all routine, preventative and predictive maintenance as specified by the equipment manufacturer, consistent with industry specifications and the standards provided in Schedule 2. The Contract Operator will cause such maintenance to conform with equipment warranty provisions so that requirements for continued warranty coverages are maintained.

The Contract Operator shall perform all routine, preventative, predictive and ongoing maintenance of the Wastewater Facility such that the facility and structures be maintained at a level adequate for the efficient, long-term reliability and preservation of the capital investment, including maintaining the building in an aesthetically attractive and clean condition. The Contract Operator shall maintain all operational equipment and meter systems in a serviceable condition maximizing their life and functional purpose.

The Contract Operator shall utilize a computerized maintenance management system which documents activities to be performed. The Contract Operator shall also maintain records of performance of maintenance items, and maintenance backlog.
(items, skills and hours) for the Wastewater Facility. The City shall be granted real time access to the CMMS and provided the appropriate licenses and all data at the end of the contract term.

The Contract Operator shall maintain the facility and site in good working order and repair in a neat and orderly condition. This includes grounds maintenance and snow removal within the fence line of the facility. Such maintenance shall be in accordance with the Operation and Maintenance Plan. The Contract Operator shall provide or make provisions for all labor, materials, and equipment necessary for the normal operation and maintenance of the facilities, including the required predictive and preventive maintenance requirements of the Operation and Maintenance Plan.

All costs for keeping the facility in good working order and repair, including in the necessary spare parts inventory, shall be included in the Operation and Maintenance Fee including major repairs and replacements with a cost (exclusive of Contract Operator labor) of $10,000 or less. The Contract Operator shall advise the City, monthly, of all expenditures. The City’s intent in reviewing such activities is to preserve the existing quality of the facilities. In addition, no such repair or maintenance shall increase the total amount of the Operation and Maintenance Fee.

If the Contract Operator fails to perform the required predictive and preventive maintenance as specified by the Operation and Maintenance Plan, the City will withhold that portion of the Operation and Maintenance Fee for such activities and require the Contract Operator to repair/replace assets that prematurely fail without additional reimbursement from the City.

3.2 PUMPING STATIONS
The City may engage the Contract Operator to manage, operate and maintain the City’s pumping stations as described elsewhere.

Table 1 of the RFP identifies the pumping stations that will become the responsibility of the Contractor if the City elects to accept Bid Alternate 2 or 3.

3.2.1 Overall Responsibilities

Contract Operator Responsibilities

The Contract Operator shall be responsible for operating and maintaining the pumping stations pursuant to the requirements in Schedule 2. Under Alternate 1, the Contract Operator will be responsible for all 29 pumping stations; under Alternate 2, the Contract Operator will be responsible for the 12 largest pumping stations identified in the table.
above. Contract Operator responsibilities includes grounds maintenance within the pumping stations fence lines.

**City Responsibilities**

The City shall be responsible for performing the required activities to operate and maintain the collection system. Under Alternate 2, the Contract Operator will be responsible for all pumping stations, under Alternate 3, the City will retain responsibility for the pumping stations specified above. The City shall also retain responsibility for septage receipt at the septage receiving facility, any pumping stations not shifted to Contract Operator responsibility, the Flood control pumping station, snow removal at all stations and structural maintenance at all pumping stations.

**Renewal and Replacement**

Renewal and replacement of the existing Managed Assets will be identified on an annual basis by the Contract Operator consistent with the R&R plan developed during the transition period. The R&R Plan will focus on items with a cost (net of on-site labor) exceeding $10,000. Any such projects with a cost less than $10,000 are the maintenance responsibility of the Contract Operator. The City shall review and approve the identified projects as appropriate. The Service Fee described in Section 4.0 will include the designated amount ($200,000 under Alternate 2 and $100,000 under Alternate 3) annually (balances may be carried over years or the City may seek excess amounts be returned to the City for its direct use) (the “Renewal and Replacement Fund”) that will be used to pay for approved renewal and replacement expenditures and may only be used for that purpose without prior City approval in writing by the City’s designated Project Manager. The costs of such projects shall exclude Contract Operator on-site staff or for services provided by selected contractors where it is reasonable to expect the capabilities should be provided on-site (and/or were explicitly required in the Scope of Services established by the City and described in Section 7 of the City’s RFP).

The Contract Operator will not be required to proceed with an approved R&R project, if the balance in the Renewal and Replacement Fund is insufficient. In that event, the City may supplement the balance in the Renewal and Replacement Fund to provide sufficient funding or elect to defer the project.

The City may require the Contract Operator to proceed with a renewal and replacement project without reimbursement, if the City determines that the project is required due to the Contract Operator’s failure to provide appropriate maintenance or other obligation of the Contact Operator under the contract.

3.2.2 **Equipment and Chemical Inventories**
The Contract Operator’s responsibilities with respect to equipment and chemical inventories are summarized in Schedule 8.

3.2.3 Capital Improvements

All capital improvements shall be the responsibility of the City. The City anticipates that capital additions and improvements will be completed for certain Pumping Stations during the contract term. Impacts on operating costs (if any) will be mutually determined by the City and Contract Operator at the time the capital improvement is undertaken. The Contract Operator may provide suggested capital improvements for consideration by the City.

3.2.4 Performance Standard and Regulatory and Reporting Requirements

The Contract Operator’s responsibilities for performance, regulatory compliance and reporting requirements are set forth in Schedule 1 and 6 of Appendix B.

3.2.5 Emergency Plans and Safety Provisions

The Contract Operator’s responsibilities for emergency plans and safety provisions are set forth in Schedule 2.

3.2.6 Personnel

The Contract Operator is solely responsible for selecting the number of employees required to operate and maintain the pumping stations in compliance with State requirements and its submitted staffing plan. Additional information about personnel requirements are set forth in Schedule 10.

Additional information about personnel requirements and training requirements are set forth in Schedule 10.

3.2.7 Audit

Six months after the Commencement Date, and during the 5th, 9th, 14th and 19th years thereafter, the Contract Operator will be required to meet a performance review to identify that all necessary maintenance, routine, preventative and predictive have been undertaken, and that the Pumping Stations are being operated in compliance with performance guarantees. The audit will be conducted by an Independent Engineer, chosen by the Contractor, and approved by the City.
The Independent Engineer will conduct a detailed, comprehensive survey and inspection of the facilities to identify the physical and operational conditions and general status of repair of all equipment, buildings, structures, pavements, grounds, utility lines and system, spare parts inventories, operation and maintenance records, etc. The Independent Engineer will prepare a detailed report documenting the findings of the survey/inspection. The report will include an assessment of the current condition of each item or component, its estimated remaining service life, and whether the current condition is consistent with the maintenance and general upkeep requirements of the Agreement and expected normal wear and tear. An estimated cost for repair, renewal or replacement will be included for each item or component which is judged deficient. Estimates will include a reasonable contingency allowance that will vary depending on the nature of the work required.

A draft version of the Independent Engineer’s report will be provided to the City for review and comment. In the case of disagreement between the City and Contract Operator as to the appraised condition of items or portions of the Pumping Stations, or estimated cost for repair, renewal, or replacement, the Independent Engineer will make the final decision, which shall be binding to both parties.

If the findings contained in the final Independent Engineer’s report include deficiencies in any part of the Pumping Stations, the Contract Operator will be given the option to make the necessary repairs, renewals, or replacement, which shall be subject to inspection and approval by the City, or to reimburse the City the cost for repair, the renewal, or replacement as set forth in the Independent Engineer’s report. Satisfactory rectification of deficiencies shall be a requirement over the Agreement Term subject to the termination provisions of the Agreement for failure to rectify such deficiencies and for final closeout of the Agreement.

The standards for the performance Audit and the related costs will be established by the City and the Operator 120 days prior to the planned Audit dates. Costs for such Audit shall be the responsibility of the Contract Operator.

### 3.2.8 Maintenance and Repair

The Contract Operator shall perform all routine, preventative and predictive maintenance as specified by the equipment manufacturer, consistent with industry specifications and the standards provided in Schedule 2. The Contract Operator will cause such maintenance to conform with equipment warranty provisions so that requirements for continued warranty coverages are maintained.

The Contract Operator shall perform all routine, preventative, predictive and ongoing maintenance of the Pumping Stations such that the facility and structures be maintained
at a level adequate for the efficient, long-term reliability and preservation of the capital investment, including maintaining the building in an aesthetically attractive and clean condition. The Contract Operator shall maintain all operational equipment and meter systems in a serviceable condition maximizing their life and functional purpose.

The Contract Operator may be required to use the City’s Lucity computerized maintenance management system which documents activities to be performed. The Contract Operator shall also maintain records of performance of maintenance items, and maintenance backlog (items, skills and hours) for the pumping stations it is responsible for. The City will grant the Contractor necessary read and write privileges. The Contractor shall propose configuration and work order changes to the City for approval prior to modifying the Lucity system.

The Contract Operator shall maintain the Pumping Stations and the sites in good working order and repair in a neat and orderly condition. This includes grounds maintenance and snow removal within each. Such maintenance shall be in accordance with the Operation and Maintenance Plan. The Contract Operator shall provide or make provisions for all labor, materials, and equipment necessary for the normal operation and maintenance of the facilities, including the required predictive and preventive maintenance requirements of the Operation and Maintenance Plan.

All costs for keeping the facility in good working order and repair, including in the necessary spare parts inventory, shall be included in the Operation and Maintenance Fee. The Contract Operator shall advise the City, monthly, of all expenditures. No such expenditures shall be made unless the Contract Operator demonstrates to the satisfaction of the City that such repair and maintenance is equal or better than the standard represented in the Operation and Maintenance Plan. The City’s intent in reviewing such activities is to preserve the existing quality of the facilities. In addition, no such repair or maintenance shall increase the total amount of the Operation and Maintenance Fee.

If the Contract Operator fails to perform the required predictive and preventive maintenance as specified by the Operation and Maintenance Plan, the City will withhold that portion of the Operation and Maintenance Fee for such activities.

4.0 COMPENSATION TO THE CONTRACT OPERATOR AND CONTRACT TERM

4.1 Wastewater Treatment Plant

4.1.1 Operation and Maintenance Fee

The Contract Operator shall be compensated via an annual Operation and Maintenance Fee, paid in 1/12th increments during each month of a Contract Year. The Operation and
Maintenance Fee shall include all compensation to the Contract Operator for managing, operating, maintaining the Wastewater Facility. Except for additionally authorized work, including adjustment for changes in flows or loadings (12-month rolling average) as set forth in Schedule 11, the Contract Operator shall not be entitled to any additional compensation. The Operation and Maintenance Fee may be escalated annually as set forth in Schedule 5 provided the Contract Operator is in full compliance with the contract terms and the City is not due any monies at the time of the adjustment.

4.1.2 Pass Through Costs

Schedule 9 lists the Pass-Through Costs. Such costs shall be actual costs paid to third parties without additional mark-up to the Contract Operator. Electricity Pass Through Costs shall be reimbursed up to the maximum amount set forth in Schedule 7.

4.1.3 Adjustments Due IRS Revenue Procedure 2017-13

The City has the right to adjust the Service Fee payment formula over the course of the contract term, as necessary, to comply with IRS Procedure 2017-13. Such adjustments shall be such that the fixed and variable components of the Service Fee are within the specified percentages allowed by 2017-13. Adjustments shall not entitle the Contract Operator to additional compensation. Should such adjustments not be possible so that continued compliance with Rev. Proc. 2017-13 shall be achieved, the City reserves the right to terminate the existing agreement.

4.1.4 Term

The term of the Agreement shall be ten (10) years with two (2) five (5) year renewals. City retains the right to exercise Renewals Options as per c. 30B § 12.

4.1.5 Range of Operations and Compensation

The Contract Operator’s Operation and Maintenance Fee shall be based on treating wastewater within 10% of the annual average ranges set forth in Schedule 1 for flow and biological loadings. Should the annual average ranges fall outside the specified ranges by 10%, the Contract Operator and the City shall adjust upward or downward the Operation and Maintenance Fee per the methodology specified in Schedule 11.

4.1.6 Cost Savings

During the operating period, the Contract Operator may suggest to the City modifications to the operation and maintenance of the facilities that may reduce the Operation and Maintenance Fee or Pass Through Costs. Such suggestions, including the
costs, benefits, and anticipated net savings shall be provided in writing to the City. The City will review any such proposals and provide the Contractor a response in writing. If the City elects to proceed with any such proposal, the parties will agree to the appropriate O&M service fee adjustment and timing.

4.2 Pumping Stations

4.2.1 Operation and Maintenance Fee

The Contract Operator shall be compensated via an annual Operation and Maintenance Fee, paid in 1/12th increments during each month of a Contract Year. The Operation and Maintenance Fee shall include all compensation to the Contract Operator for managing, operating, maintaining the subject pumping stations. The Operation and Maintenance Fee may be escalated annually as set forth in Schedule 5.

4.2.2 Pass Through Costs

Schedule 9 lists the Pass-Through Costs. Such costs shall be actual costs paid to third parties without additional mark-up to the Contract Operator. The City will continue to receive the bills for electricity at the pumping stations and will pay them directly. The Contract Operator will not be responsible for pumping station electrical costs.

4.2.3 Adjustments Due IRS Revenue Procedure 2017-13

The City has the right to adjust the Service Fee payment formula over the course of the contract term, as necessary, to comply with IRS Procedure 2017-13. Such adjustments shall be such that the fixed and variable components of the Service Fee are within the specified percentages allowed by 2017-13. Adjustments shall not entitle the Contract Operator to additional compensation. Should such adjustments not be possible so that continued compliance with Rev. Proc. 2017-13 shall be achieved, the City reserves the right to terminate the existing agreement.

4.2.4 Cost Savings

During the operating period, the Contract Operator may suggest to the City modifications to the operation and maintenance of the facilities that may reduce the Pumping Station Operation and Maintenance Fee or Pass Through Costs. Such suggestions, including the costs, benefits, and anticipated net savings shall be provided in writing to the City. The City will review any such proposals and provide the Contractor its response in writing. If the City elects to proceed with any such proposal, the parties will agree to the appropriate Pumping Station O&M service fee adjustment and timing.
5.0 LEGAL AND BUSINESS REQUIREMENTS

5.1 Indemnification

Notwithstanding all of the arrangements to provide for the duties and obligations of each of the Contract Operator and the City, the Contract Operator shall, at all times relevant hereunder, be an independent contractor and not an agent nor employee of the City, and shall assume responsibility for, and shall indemnify and hold the City and its officers, agents and employees harmless against, all liabilities, losses, suits, claims, judgments, costs and expenses (including legal fees, court costs and other expenses of litigation or judicial or administrative proceedings) that may arise out of any act or omission, or for any reason whatsoever, relating to the Wastewater Facility, and all other related matters. Such liabilities include, without limitation, claims for environmental liability, personal injury, property damage, or assessments, penalties, payments in lieu of penalties and fines resulting from failure to comply with regulatory requirements or actions that cause the city to comply with regulatory requirements.

5.2 Dispute Resolution

To the extent the parties cannot, after good faith attempts, resolve any controversy or dispute that may arise under the Agreement, either party, to the extent its interests are adversely impacted, may refer the matter to mediation. If despite the good faith efforts of the parties, mediation does not resolve the dispute, either Party may refer the matter to Bristol County Superior Court for resolution.

The parties shall continue to perform services under the Agreement, without interruption or slowdown, pending resolution of any dispute(s), unless the matter at issue precludes such continued activity until resolved. This section shall survive termination of the Agreement.

5.3 Contract Operator Default and Termination

If an Event of Default has occurred due to the Contract Operator, pursuant to the following provisions, the City may terminate the Agreement.

Conditions of Default by Contract Operator

(a) Persistent and/or repeated failure or refusal of the Contract Operator to perform in a timely manner any obligation under the Agreement, unless such failure or refusal is clearly recognized, justified and excused by the terms and conditions of the Agreement.
(b) Failure of the Contract Operator to pay amounts owed to the City under the Agreement, including Liquidated Damages, within thirty (30) days following the date such amounts become due and owing;

(c) (i) the Contract Operator’s or the Project Guarantor’s being or becoming insolvent or bankrupt or ceasing to pay its debts, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement, or results of a similar proceeding instituted by or against the Contract Operator, and/or (iii) conviction for fraud, or similar crime.

(d) The default of the Project Guarantor under the provisions of the Guarantee.

(e) Failure to operate or the abandonment of the Wastewater Facility or the pumping stations for one or more days in any contract year.

(f) Failure to otherwise comply with Applicable Law for 10 cumulative days in any contract year.

(g) Persistent failure to meet the staffing requirements established for this contract.

Termination Due to Unappropriated Funds

As provided in M.G.L., Chapter 30B § 12, the City may not enter into a contract unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend upon the availability and appropriation of funds. The City, therefore, must reserve the right to cancel the Agreement if funds are not appropriated or otherwise made available in any fiscal year succeeding the remaining portion of the first fiscal year. Such termination shall be treated as a termination for convenience.

Termination for Labor Unrest

If personnel employed by the Contract Operator and performing services pursuant to the Contract Operator’s obligations under the Agreement shall go on a labor strike or slowdown, or if a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents the Contract Operator from performing its material obligations under the Agreement, the City may,
in its sole discretion, by notice to the Contract Operator, terminate the Agreement forthwith.

Termination for Uncontrollable Circumstances

If an Uncontrollable Circumstances shall occur relative to a material obligation of the Contract Operator under the Agreement and such Uncontrollable Circumstance or the effect thereof preventing performance of such material obligation shall continue for a period of thirty (30) days, the City, upon notice to the Contract Operator, may, at its sole discretion, terminate the Agreement forthwith, notwithstanding that such Uncontrollable Circumstance may only be cured by the City’s procurement or implementation of a capital improvement, repair or construction which the City determines, in its sole discretion, not to procure or implement.

Termination for Convenience

The City shall have the right to terminate the Agreement at its sole discretion, for its convenience and without cause at any time after the execution of the Agreement upon 90 days’ written notice to the Contract Operator. If the City exercises its right to terminate the Agreement, the City shall pay the Contract Operator a termination fee equal to an amount as proposed on Proposal Form 4 of this RFP. The fees indicated on Proposal Forms 4 shall include costs for demobilization and related costs. The maximum amount for termination shall be as proposed by Proposer on Proposal Form 4, if such termination occurs within the first year of the term. Thereafter, the Contract Operator shall be reimbursed on a prorated amount of the first-year termination fee as proposed by the Proposer on Proposal Form 4, which shall decline by 1/10th each year during the term of the Agreement.

Consequential or Punitive Damages

Neither consequential nor punitive damages shall be recoverable by the City or Contract Operator on any claim arising under this Agreement.

5.4 Project Guarantor and Performance Bond

The Contract Operator shall provide a Project Guarantor that executes the Project Guarantee as set forth in Schedule 3. This Guarantee must be executed concurrently with the Agreement. At the City’s sole option, the City may require the contract Operator to provide a performance bond or letter of credit in the amount of 1.5 times
the annual Service Fee. Costs for the performance bond shall be treated as a Pass-Through Cost.

5.5 Insurance

The Contract Operator shall provide insurance for the coverage amounts set forth in Schedule 4.

Prior to the Contract Operator commencing Services, the Contract Operator’s insurance company shall send to the City a certificate indicating that the required insurance is in force and stating that the policies will not be materially changed or cancelled without fifteen days advanced notice by registered mail.

The representative signing the certificate shall furnish evidence that he is authorized to sign as well as his address and the agency or agencies through which the insurance was obtained.

The Contract Operator shall take out and maintain the insurance and bonds as required in the Agreement.

5.6 Liquidated Damages

This section addresses treated effluent from the Wastewater Facility which fails to meet the Performance Standards and Guarantees specified in Schedule 1. The Contract Operator is responsible for meeting requirements specified. The consequences for failing to meet these guarantees are designed to recognize the benefits of consistently high performance and the relative severity of not meeting the performance Standards.

5.6.1 Failure to Meet Contract Limits (i.e. Enhanced Wastewater Standards)

Certain contract limits, as specified in Schedule 1, are more stringent than regulatory limits for treated effluent from the wastewater plant. Such limits are referred to as Enhanced Wastewater Standards.

The following sequence outlines the procedures if the Contract Operator fails to meet contract limits for enhanced wastewater standards, but is within regulatory limits:
1. The Contract Operator shall provide a plan to the City outlining corrective actions for meeting these contract requirements within 48 hours of noncompliance.

2. The City will review and approve the plan within 48 hours upon receipt.

3. The Contract Operator shall immediately implement the plan, which incorporates the City’s comments. The Contract Operator shall be responsible for performing any and all operational modifications, as specified by the plan, to meet the enhanced wastewater standards (contract limits).

Failure to either provide a plan and/or implement the recommended and approved corrective actions will result in Liquidated Damages in the amount of $5,000 per day from such time that either: (i) the plan should have been submitted, or (ii) the date on which corrective actions should have commenced.

Odor and noise limits shall also be considered as part of the contract limits. Five or more documented public complaints within a year about odor and/or noise shall be considered a violation of the contract limits and shall be subject to the same remedies and liquidated damages as noted above if found to be a failure to operate and/or maintain the odor treatment equipment.

5.6.2 Failure to Meet Regulatory Requirements

Failure to meet regulatory requirements shall result in Liquidated Damages equal to the amounts for failure to meet enhanced wastewater standards, plus additional damages and penalties imposed by regulatory agencies. When such failures violate public health related standards, the City will consider three such violations within a year as immediate and conclusive evidence of persistent and repeated failure, as defined in Section 5.3(a) of this Service Agreement Term Sheet. The City, at its sole discretion, may consider fewer than three such violations as persistent and repeated failure.

5.6.3 Failure to comply with Staffing requirements

The Contract Operator is required to provide and maintain staffing levels consistent with the Contract Operator’s accepted staffing plans. This includes the required licenses, experience, capabilities and number of staff consistent with the City’s requirements set forth in current law and the proposer’s accepted staffing plan.

If the Contract Operator does not comply with the terms of its approved staffing plan for a period of 60 calendar days, the Contract Operator shall reimburse the City for the full cost (wages and related overhead costs) for all such short falls.
1.1 WASTEWATER TREATMENT REQUIREMENTS

The Contract Operator shall operate and maintain the Wastewater Facilities in accordance with all applicable federal, State, and local regulations pertaining to wastewater treatment standards. The wastewater system influent characteristics are identified in Table S1-1 below. The Operation and Maintenance Fee reflects that these characteristics are subject to ± 10% changes and should consider this assumption as the baseline parameters. In addition, the Contract Operator shall operate the Wastewater System to be in compliance with the specific performance standards outlined in the Agreement and Schedules to the Agreement, including the performance standards and guarantees set forth within this Schedule. Specific compliance parameters with respect to effluent quality from the Wastewater Plant are included in Table S1-2. All analytical methods used to demonstrate compliance with these standards shall be according to approved methods by the City and MADEP.

**TABLE S1-1**
WASTEWATER SYSTEM INFLUENT

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Influent Characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOD5, mg/l</td>
<td>350</td>
</tr>
<tr>
<td>TSS, mg/l</td>
<td>230</td>
</tr>
<tr>
<td>Annual Average Flow (mgd)</td>
<td>21.9</td>
</tr>
<tr>
<td>Peak Flow (mgd)</td>
<td>75(¹)</td>
</tr>
</tbody>
</table>

**TABLE S1-2**
WASTEWATER SYSTEM EFFLUENT STANDARDS

<table>
<thead>
<tr>
<th>Parameter</th>
<th>NPDES Permit Limit Average Monthly</th>
<th>Contract Enhanced Limits Average Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBOD, mg/l</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>TSS, mg/l</td>
<td>30</td>
<td>20</td>
</tr>
</tbody>
</table>

Notes:
(1) The Wastewater Plant has an automatic peak flow regulator at the influent set at 75 mgd.
2.1 REQUIRED SERVICES

The Contract Operator shall perform the Services in a professional, efficient and economical manner and in accordance with the terms and provisions set forth in the Agreement and in compliance with all federal, State and local laws and regulations. The Contract Operator shall, at all times, keep the Wastewater Facility in good repair and working order. The Contract Operator shall provide uninterrupted Services and perform Services twenty-four (24) hours per day, seven (7) days per week. Operational decision making shall always be based on the following overall objectives:

- Protection of health and welfare of the public
- Protection of the health and safety of the operating staff
- Preservation of the long-term capability to supply wastewater treatment services
- Protection of the environment
- Protection and preservation of the equipment and facilities
- Maximization of operational efficiency and minimization of operational costs
- Achievement of the “zero tolerance” program objectives for odor control and noise at the Wastewater Facility.
- Compliance with NPDES Permit and enhanced wastewater standards
- Plant optimization to lower nitrogen levels
- Compliance with Consent Decree

2.2 OPERATIONS AND MAINTENANCE

On and after the Commencement Date and through the term of the Agreement, the Contract Operator shall manage, operate and maintain the Managed Assets in accordance with the Agreement and the monthly requirements set forth in this Schedule 2. The Contractor Operator shall operate the System to collect and process domestic raw sewage, commercial and industrial wastewater, and any future influent allowed by the City in accordance with the NPDES Permit, Consent decree and the terms and provisions of this Agreement including the Contractor’s approved O&M Plan, Emergency Response Plan, R&R plan and High Flow Operations Plan. The Contract Operator shall comply with the requirements of 314 CMR 12 Operations and Maintenance of Sewer Systems and Maintenance of Sewer Systems and Wastewater Treatment Facilities and the policies of the Board of Certification of Operators of Wastewater Treatment Facilities.

The Contract Operator shall maintain the Wastewater Facility in good working order and repair and in a neat and orderly condition (including the cleanup of litter and debris on a daily basis or more frequently as required). The Contract Operator shall maintain the aesthetic quality of the facilities as originally
constructed and subsequently modified, with due allowance for reasonable wear and tear and depreciation. The Contract Operator shall perform all predictive, preventive and corrective maintenance procedures in accordance with applicable federal, State and local laws, regulations and permits, and generally accepted or recommended industry maintenance practices, procedures and standards for municipal wastewater treatment facilities, but in no event less frequently and comprehensively than that recommended or specified in manufacturers’ warranties. The Contract Operator shall maintain on behalf of the City all manufacturers’ warranties on new Equipment purchased pursuant to this Agreement, and shall fully cooperate and assist the City, at the Contract Operator’s sole cost and expense, in enforcing existing Equipment warranties and guaranties relative to the Wastewater Facility.

The Contract Operator shall develop and implement a comprehensive computer-based maintenance management program that develops readily available historical data, including an inventory of spare parts and provisions for enforcing existing equipment warranties and guarantees and maintaining all warranties on new equipment purchased after the Commencement of Operations. The Contract Operator shall implement such a maintenance management program to include preventative, predictive, and corrective maintenance for all components of the Wastewater Facility, including but not limited to:

- Buildings and structures
- Electrical systems and instrumentation
- Mechanical equipment
- Odor control systems
- Vehicles and other related Rolling Stock
- Laboratory, monitoring and sampling equipment
- Heating, ventilation, and air conditioning
- Communication equipment (i.e., telephones, facsimiles, etc)
- Computer systems (software and hardware)
- Internet connection
- Chemical feed systems
- Pumping systems
- Auxiliary power facilities
- Air pollution control devices
- SCADA facilities
- Other facilities and systems contained within the System
- Other specified tools and equipment

The Contract Operator will provide the City will read only rights to the CMMS so that the City may monitor maintenance activities and assess the Contract Operator’s compliance with various contractual requirements. At the end of the contract, the Contract Operator shall transfer all licenses, data and maintenance agreements to the CMMS to the City.
The Contract Operator shall perform maintenance of the Managed Assets to preserve long-term reliability and conservation of the Managed Assets. The Contract Operator shall incorporate its preventative maintenance program (initially developed in its proposal and revised and approved during the transition period) into the CMMS. As part of its monthly report, the Contract Operator will report its compliance with the PM plan including work orders not completed and closed in a timely fashion, the reason for any such delays and equipment out of service and the reason thereof.

Maintenance shall be performed in accordance with the terms and provisions of this Agreement, the Contract Operator’s O&M Plan, routine maintenance schedule, manufacturers’ recommendations, federal, State and local requirements, and industry standards. The Contract Operator shall maintain documentation of all maintenance activities. The Contractor is required to cooperate with the City in the operation of the plant, including but not limited to the nitrogen optimization plan being developed by the City.

The subsequent sections set forth requirements for the operation and maintenance for the major Managed Asset components. The below paragraphs are intended to address the major activities required. The following sections, however, are not intended to include all specific activities that are necessary for meeting the performance requirements set forth in this Agreement, Schedules, and the Contract Operator’s O&M Plan.

### 2.2.1 Wastewater Treatment Facility

The Contract Operator shall operate, maintain, and manage the Wastewater Facility in accordance with this Agreement and all applicable law. The Contract Operator is responsible for ensuring that the effluent discharged from the Wastewater Plant complies with all federal, State and local regulatory requirements, and within the standards set forth in the Agreement. Accordingly, the Contract Operator is responsible for reviewing historical City data including flow, concentration and loading variations (i.e., instantaneous, hour, day, month, and year). The Contract Operator is responsible for monitoring and maintaining the balance of the HVAC system throughout the wastewater facilities. The Contract Operator is responsible for reviewing all available information about the Wastewater Facility and should not solely rely on the information presented.

#### Solids Handling

As noted, the City will direct the Contract Operator whether it should be producing liquid sludge or dewatered sludge. The Contract Operator shall deliver sludge to the containers/tankers specified for usage by the City’s sludge disposal contractor. The Contract Operator shall be responsible for guaranteeing that the sludge delivered complies with the requirements, (i.e., quantity, characteristics of sludge, the Contract Operator should make every effort to achieve an 8% solids concentration during liquid haul and a minimum of 22 percent for dewatered sludge) of the City’s disposal contractor. The Contract Operator shall deliver the sludge to the container/tanker in the sludge loadout facilities. The Contract Operator shall coordinate its

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management of sludge handling facilities with the City’s sludge disposal contractor to minimize costs to the City for sludge disposal.

**Septage Receipt**
Currently, the City does not receive septage at the Wastewater Plant. The City receives septage at its septage receiving station located on Shawmut Avenue. The contract Operator is not authorized to make separate arrangements for receipt of outside septage.

The City has established a policy to allow recreational vehicles to pump out at the Wastewater Treatment Plant. The Contractor is responsible for managing that and ensuring any vehicles seeking to pump out at the WWTP are in compliance with the City’s policy. This includes only allowing vehicles to pump out from 9:30 am to 3:30 pm each weekday and keeping a log of all vehicles including license plate numbers.

**Grit & Screenings Handling**
The Contract Operator shall deliver the grit and screenings to the dumpster/container located in the headworks building. Within a reasonable timeframe, the Contract Operator shall notify the City when the dumpster/container will reach capacity. Upon notification by the Contract Operator, the City shall remove the grit dumpster/container from the headworks building and replace the dumpster/container.

**Solid Waste Management**
The Contract Operator shall be responsible for the collection and disposal of all solid waste from within the Wastewater Facility. The Contract Operator shall deliver all collected solid waste to the designated solid waste dumpsters located on-site. The City shall empty and dispose of all waste deposited in the designated dumpsters.

**Odor Control Facilities**
The Contract Operator shall be responsible for the continuous operation and maintenance of the odor control equipment in accordance with established operating performance criteria for the various systems and equipment. The Contract Operator shall operate these facilities consistent with the “zero tolerance” program objectives for odor control. Under no circumstances shall the odor control blowers not be operated, except during repair or scheduled maintenance, since continuous ventilation of the areas controlled by the blowers is required for safety and/or corrosion protection. The Contract Operator shall be responsible for optimizing the operation of the existing and any future odor control system so that it performs to its designed capacity and capability.

The Contract Operator shall control all noise and odors generated from within the Wastewater Facility and shall be responsible for complying with air quality permit requirements. The Contract Operator shall develop a “zero odor tolerance” control program including procedures for responding to each complaint, notification to the City of odor complaints and their
resolution, and documentation of such complaints. This program shall be fully described in a report submitted to the City. Specifically, the Contract Operator shall perform the following:

- Implementation of the recommendations contained in this program
- Regular monitoring of odor control system performance
- On-site and off-site surveys by plant staff
- Development of a 24 hour per day odor hotline.
- Development of contingency plans for controlling odors in the event of mechanical failure or process upset
- Training for mechanical ventilation and scrubber systems.
- Housekeeping, preventive maintenance, and other standard operating procedures related to odor reduction.
- Development of a written complaint response procedure that would include the following elements: complainant name and address, time of day, weather conditions including wind speed and direction, odor description, duration of episode, and follow-up by plant staff.

The Contract Operator shall notify the City regarding any significant or unusual circumstances effecting the operation of the odor control facilities. The Contract Operator shall obtain City approval prior to significant operational changes.

2.2.1.2 Analytical Services
The Contract Operator shall perform testing, sampling and any other analytical procedures to demonstrate compliance with the Agreement, applicable regulatory requirements, and permit provisions. Accordingly, such testing shall also include but not be limited to effluent testing, effluent metals analysis and sludge analysis. The Contract Operator shall perform all applicable testing related to process control and wastewater monitoring at its own expense. The Contract Operator will be responsible and liable for conducting all necessary analyses whether the analyses are conducted at the on-site laboratory, at an off-site laboratory operated by the Contract Operator, or through a subcontracted service. Any subcontracted laboratory must be appropriately certified to perform the required analyses and be subject to the approval of the City. The Contract Operator shall prepare the data received from the testing laboratory for all applicable regulations, permits, monitoring, and operating reports and shall forward the results from the laboratory to the appropriate State and regulatory agencies.

2.2.1.3 Equipment and Chemicals
The Contract Operator shall keep all equipment in good operating conditions and maintain adequate equipment inventory in order to facilitate the maintenance and repair used or useful equipment, if necessary, in a timely fashion so as not to disrupt the operation of the System.
The Contract Operator shall operate all used or useful equipment, including equipment placed in service, and perform all tests and testing as may be required or recommended pursuant to applicable warranties, commercial or industrial standards and federal, State, and local laws, regulations and permits. The Contract Operator shall enforce all warranties or agreements related to existing equipment, materials and services that are in effect at the Commencement Date. The Contract Operator will be responsible to ensure extension of Warranties or Agreements, as appropriate. The Contract Operator shall be responsible for promptly notifying the City in the event of any major Equipment failure.

All equipment and chemicals, with the exception of Rolling Stock, provided by the City or the Contract Operator on and after the Contract Date, including any Equipment and chemical on order by the Contract Operator or by the City for the System, shall be deemed to be owned by the City and shall remain a part of the System upon termination or expiration of this Agreement. All such Equipment shall be in good operating condition, as adjusted for normal wear and tear.

Equipment and chemicals provided or to be provided by the Contract Operator pursuant to the provisions of this Agreement shall be restricted to the Contract Operator’s use as necessary in the performance of its obligations under the Agreement.

2.2.1.4 Buildings and Grounds Services
The Contractor shall provide for maintenance and repair of all landscaping within the facility fence line assigned to the Contract Operator. This shall include snow removal within the WWTP fence line.

The Contract Operator shall perform Services to maintain the current condition of the Wastewater Facilities throughout the term of the Agreement. The facilities and facilities structures shall be maintained at a level adequate for the efficient, long-term reliability and preservation of the capital investment. The Contract Operator shall at a minimum perform the following activities relevant to the buildings and grounds:

- Wash all windows twice per year or more frequently on an as-needed basis.
- Repair all roof leaks within 10 days of discovery.
- Implement regularly scheduled pest control measures.
- Repair all plumbing leaks and failures immediately.
- Damp mop all floors twice per week or more frequently on an as needed basis with a cleaning solution appropriate for use in such facilities. All spills are to be immediately cleaned.
- Strip all floors and apply new floor finish on a periodic basis.
- Apply floor finish to the extent necessary to maintain appearance and safety standards.
• Wash down wall tiles and clean all other walls every sixth Billing Month commencing with the first Billing Month of this Agreement.
• Apply paint as necessary and appropriate, but at a minimum every 5 years all paint surfaces will have a new paint job.
• Clean offices and restrooms Monday through Friday.
• Provide daily collection services for solid waste and other disposable items generated by the Contractor during performance of Services. A central location(s) shall be provided for storage. All solid waste shall be made available to the City for disposal on at least a weekly basis in accordance with Section 2.2.1 of this Schedule 2.
• Provide snow plowing services for all roadways and parking areas leading to and around the facility beginning at the entrance gate to Fort Tabor Park.
• Shovel all sidewalks to maintain access to the Wastewater Plant free of ice and snow.
• Plow all roads within WWTP site to maintain access to the Wastewater Plant free of ice and snow.
• Vacuum all carpeted areas on a weekly basis, shampoo all rugs/carpeted areas twice per year or more frequently on an as-needed basis.

2.2.1.5 Utilities
As of the Commencement Date, the Contract Operator shall be responsible for supplying and paying for all utilities including but not limited to natural gas, heating, fuel oil, telephone and water. The cost for electricity shall be a Pass-Through Cost including such maximum limits specified in Schedule 7.

2.2.1.6 Industrial Pretreatment Program
The Contract Operator shall coordinate with the designated person responsible for the City’s industrial pretreatment program (IPP) and notify the City regarding known and/or suspected illegal discharges.

2.2.2 Pumping Stations
2.2.21 Introduction
The Contract Operator shall perform the Services in a professional, efficient and economical manner and in accordance with the terms and provisions set forth in the Agreement and in compliance with all federal, State and local laws and regulations. The Contract Operator shall, always, keep the Pumping Stations in good repair and working order. The Contract Operator shall utilize and maintain the current remote monitoring and SCADA equipment to provide uninterrupted services. The Contract Operator shall twenty-four (24) hours per day, seven (7) days per week on call remote monitoring and react to all operational and maintenance needs of the pumping stations. Operational decision making shall always be based on the following overall objectives.

• Protection of health and welfare of the public
• Protection of the health and safety of the operating staff
• Preservation of the long-term capability to supply wastewater treatment services
• Protection of the environment
• Protection and preservation of the equipment and facilities
• Maximization of operational efficiency and minimization of operational costs
• Achievement of the “zero tolerance” program objectives for odor control and noise at the Pumping Stations.
• Compliance with NPDES Permit and enhanced wastewater standards

2.2.2.2 Requirements

The Contract Operator shall use the City’s current comprehensive computer-based maintenance management program (Lucity) this program develops readily available historical data, including an inventory of spare parts and provisions for enforcing existing equipment warranties and guarantees and maintaining all warranties on new equipment purchased after the Commencement of Operations. The Contract Operator shall implement such a maintenance management program to include preventative, predictive, and corrective maintenance for all components of Pumping Stations, including but not limited to:

• Buildings and structures
• Electrical systems and instrumentation
• Mechanical equipment
• Odor control systems
• Vehicles and other related Rolling Stock
• Laboratory, monitoring and sampling equipment
• Heating, ventilation, and air conditioning
• Communication equipment (i.e., telephones, facsimiles, etc)
• Computer systems (software and hardware)
• Internet connection
• Chemical feed systems
• Pumping systems
• Auxiliary power facilities
• Air pollution control devices
• SCADA facilities
• Other facilities and systems contained within the System
• Other specified tools and equipment
2.2.2.3 Staffing

The Contract Operator is required to provide and maintain staffing levels consistent with the Contract Operator’s accepted staffing plans. This includes the required licenses, experience, capabilities and number of staff consistent with the City, state and federal requirements.

2.2.2.4 Maintenance Requirements

The Contract Operator shall keep all Managed Assets in good operating conditions and maintain adequate spare part inventory in order to facilitate the repair and replacement of used or useful Equipment, if necessary, in a timely fashion so as not to disrupt the operation of the System.

The Contract Operator shall operate all used or useful Managed Assets, including equipment placed in service, and perform all tests and testing as may be required or recommended pursuant to applicable warranties, commercial or industrial standards and federal, State, and local laws, regulations and permits. The Contract Operator shall enforce all warranties or agreements related to existing equipment, materials and services that are in effect at the Commencement Date. The Contract Operator will be responsible to ensure extension of Warranties or Agreements, as appropriate. The Contract Operator shall be responsible for promptly notifying the City in the event of any major Equipment failure.

All Equipment and chemicals, with the exception of Rolling Stock, provided by the City or the Contract Operator on and after the Contract Date, including any equipment on order by the Contract Operator or by the City for the System, shall be deemed to be owned by the City and shall remain a part of the System upon termination or expiration of this Agreement. All such Equipment shall be in good operating condition, as adjusted for normal wear and tear.

Equipment provided or to be provided by the Contract Operator pursuant to the provisions of this Agreement shall be restricted to the Contract Operator’s use as necessary in the performance of its obligations under the Agreement.

2.2.2.5 Odor Control

The Contract Operator shall control all noise and odors generated from within the Pumping Stations and shall be responsible for complying with any future air quality permit requirements. The Contract Operator shall develop a “zero odor tolerance” control program including procedures for responding to each complaint, notification to the City of odor complaints and their resolution, and documentation of such complaints. This program shall be fully described in a report submitted to the City. Specifically, the Contract Operator shall perform the following:
• Implementation of the recommendations contained in this program
• Regular monitoring of odor control system performance
• On-site and off-site surveys by Contract Operator staff
• Development of a 24 hour per day odor hotline.
• Development of contingency plans for controlling odors in the event of mechanical failure or other problem within the pumping stations
• Training for mechanical ventilation and any odor control systems.
• Housekeeping, preventive maintenance, and other standard operating procedures related to odor reduction.
• Development of a written complaint response procedure that would include the following elements: complainant name and address, time of day, weather conditions including wind speed and direction, odor description, duration of episode, and follow-up by plant staff.

The Contract Operator shall notify the City regarding any significant or unusual circumstances effecting the operation of the odor control facilities. The Contract Operator shall obtain City approval prior to significant operational changes.

2.2.2.6 Utilities

The City will be directly responsible for all utility costs related to the pumping stations.

2.2.2.7 Buildings and Ground Services

The Contractor shall provide for maintenance and repair of all landscaping and roadways within the facility fence line assigned to the Contract Operator. This shall include snow removal of walkways but not of driving areas. The City will plow snow to give access to contractor as necessary.

The Contract Operator shall perform Services to maintain the current condition of the Wastewater Pumping Stations throughout the term of the Agreement. The facilities and facilities structures shall be maintained at a level adequate for the efficient, long-term reliability and preservation of the capital investment. The Contract Operator shall at a minimum perform the following activities relevant to the buildings and grounds:

• Wash all windows twice per year or more frequently on an as-needed basis.
• Repair all roof leaks within 10 days of discovery.
• Implement regularly scheduled pest control measures.
• Repair all plumbing leaks and failures immediately.
• Sweep and mop all floors as needed to maintain appearance of pumping stations or more frequently on an as needed basis with a cleaning solution appropriate for use in such facilities. All spills are to be immediately cleaned.
• Apply floor finish to the extent necessary to maintain appearance and safety standards.
• Wash down walls as needed to maintain appearance.
• Apply paint as necessary and appropriate, but at a minimum every 5 years all paint surfaces will have a new paint job.
• Clean office and restrooms as needed.
• Regularly inspect pump stations to ensure pumps, alarms, and emergency power sources are operating properly.
• Provide daily station checks as necessary by Operation & Maintenance Standards - 314 CMR 12.00 Operation & Maintenance Standards for Wastewater Treatment Plants
• Shovel all sidewalks to maintain access to the Pumping Stations and keep free of ice and snow.

2.3 OPERATION AND MAINTENANCE COSTS

The Contract Operator shall provide, at its sole cost and expense, all labor, materials, machinery, vehicles, equipment, office equipment (i.e., copiers, computers, etc.), fuel, chemicals, supplies, materials, spare parts, expendables, consumables, testing and laboratory analysis, and any items required for the Services, in accordance with the terms and provisions of the Agreement.

2.4 OPERATIONS REVIEW

The City will actively participate in review of Services performed by the Contract Operator and any subcontractor throughout the term of the Agreement.

2.4.1 Monthly Operating Reports
The Contract Operator shall prepare the Monthly Operating Reports regarding the Services for submission to the EPA and MADEP. The Monthly Operating Reports shall be prepared by the 10th of every month for the previous month of Services. The Monthly Operating Reports shall be submitted to the City for review prior to submission to the EPA and MADEP. The Contract Operator shall prepare the Monthly Operating Reports in a format subject to approval by the City, EPA and MADEP. The Monthly Operating Reports shall include data pertaining to performance, including analysis of permit requirements, flows and any other information required by the applicable regulatory agencies and outlined in Schedule 1. The Monthly Operating Reports shall also include a description of maintenance activities and emergency services performed during the previous month. This report shall include specific reporting on all
inspections and maintenance performed at each of the pumping stations. The Company shall include the following categories of information in their Monthly Operating Reports:

- Discharge Monitoring Report (i.e., flow (mgd), high flow diversion, septic waste, primary sludge, aeration tanks, return sludge, waste sludge, solids, chlorine dosage, total residual chlorine, fecal coliform bacteria, enterococci, settled solids, CBOD5, COD, suspended solids, total copper, PCBs, total nitrogen (as the sum of TKN and nitrite + nitrate), LC50, chronic NOEC, turbidity, temperature, pH, D.O., plant effluent)
- An accounting of all expenses incurred during the previous month
- Summary of utility and chemical usage for the prior month
- Summary of all maintenance activities for the prior month
- Insurance claims filed or pending disposition
- All correspondence, citations, notices, directives or similar information received from any Federal, State or Local governmental regulatory agencies having jurisdiction over the management, operations, maintenance or ownership of the Wastewater Facility not otherwise provided to the City by the Company
- Transaction records, data and information arranged or performed by the Company for the benefit of the City or the Company, relative to the Wastewater Facility
- Report of all citizen complaints and actions taken with respect to each such complaint
- Report describing compliance of the Wastewater Facility with the Enhanced Wastewater Standards and Applicable Law, including a summary table of violations
- Summary of scheduled inspections and repairs and action taken or postponed
- Explanations for unscheduled repairs or postponements of repairs
- Information on utility outages
- Results of safety tests or other monitoring procedures conducted by staff or governmental body

2.4.2 System Inspections
The City or its authorized agents and representatives from the governing regulatory agency (e.g. EPA MADEP) reserve the right to visit or inspect the Wastewater Facility at any reasonable time. The City or its authorized agents and representatives may call upon the Contract Operator at any time for an oral review of any matter pertaining to the Services. The Contract Operator shall provide the City and/or authorized agents and representatives’ adequate office working space during inspections and reviews as necessary.

The City or its authorized agents and representatives shall perform an annual inspection of the Wastewater Facility which shall be scheduled at a time of mutual consent between the Contract Operator and the City or its authorized agents or representatives. The purpose of this annual
inspection is to verify that Services are properly performed in accordance with the Agreement. At least two weeks prior to the annual inspection, the Contract Operator shall submit to the City three copies of the Contract Operator’s annual Operation and Maintenance Report. This report shall include detailed information about the completed year’s operation and maintenance of the System and current conditions of the System.

In the event that any such inspections reveal work not in accordance with the Agreement or a lack of repairs or necessary maintenance to the facilities or equipment, the City or its authorized agent shall identify such items in writing to the Contract Operator. The Contract Operator shall perform the repairs and maintenance activities identified by the City on a mutually agreeable schedule.

The Contract Operator shall maintain all records of operating data and information relevant to the System, including accounting and financial records. The Contract Operator shall provide the City access to all such records upon request.

### 2.4.3 Operations Records

The Contract Operator shall maintain a computerized record keeping system for all operation and maintenance functions performed. Records shall include, but not be limited to, records of operations, operation and maintenance costs, maintenance procedures, emergency incidents, personnel, and inventory (equipment and chemicals). Records shall be maintained as by the Consent Decree, State and federal regulations. These records will include but not be limited to process evaluation and modification; operating and maintenance activities; detailed costs for operations and maintenance; and monthly and annual reports in a format reasonably requested by the City. The City will have the right to inspect these records upon reasonable notice.

### 2.4.4 Meetings

The City and the Contract Operator shall meet on a monthly basis, or as often as requested by the City, to discuss performance of services, maintenance issues, and equipment conditions, environmental and permit compliance, invoicing issues, public relations, and other relevant issues. Copies of documentation of these meetings shall be the responsibility of the Contract Operator and shall be distributed to all attendees. The Contract Operator shall also attend and participate at any other neighborhood meetings (i.e., City Council, neighborhood civic groups) as requested by the City.

### 2.5 OPERATIONS AND MAINTENANCE PLAN

The Contract Operator shall prepare and submit to the City for approval a comprehensive Operation and Maintenance Plan (O&M Plan) within 90 days after Contract Date. The O&M Plan shall specify all
procedures and tests to be conducted for the performance of the Services, inclusive of all Managed Assets throughout the Agreement. The O&M Plan shall be a comprehensive manual organized into separate sections addressing each of the unit processes involved, each pumping station assigned to the Contract Operator, the overall system operation and control, auxiliary system equipment and systems, and grounds and building maintenance. At a minimum, this O&M Plan shall include the following:

- Schedule of expected shutdowns for routine maintenance.
- Emergency Plan of operation, including on-call backup capability.
- Copies of all permits, licenses, and other regulatory documents obtained for Contract Operator’s services, if not previously submitted.
- Staffing plan showing a breakdown by staff classification of all personnel to be utilized during operations and maintenance. This includes identifying/certifying that the Contract Operator will maintain the required technical capabilities within its staff complement.
- Preventative Maintenance schedule for all facilities and equipment, which shall be loaded into the approved CMMS.
- Operation procedures for all major equipment within the System during start-up, normal, alternate, and emergency operation modes.
- Equipment and system manufacturers/suppliers O&M manuals.
- Forms and checklists to be used to monitor equipment and process system operation and preventative maintenance.
- Monitoring and reporting requirements.
- Updates to the O&M Plan.

Each separate unit process, auxiliary system processes and grounds/building section of the O&M Plan shall include a detailed written explanation of the following:

- The process or system including its key components.
- The system function including its purpose and normal operating parameters.
- Equipment summary including nameplate data, supplier/local representative, and manufacturer.
- Description of instrumentation and control system, including an alarm summary.
- Description of normal system operations including startup and shutdown, adjustment of variable functions and settings, interface with other plant systems, routine monitoring checklists and record keeping forms.
- Emergency system operations including procedures to be followed in the event of probable plant upset conditions such as temporary power outages, chemical spills, localized or area-wide flooding, etc.
- Maintenance, including predictive and preventative maintenance for: process functions such as cleaning and hose down, flushing and inspection; mechanical functions such as changing lubricating fluids and filters, checking rotating equipment balance, vibration analysis and changing valve seals and packing; electrical functions such as checking tightness of wiring
terminal connections, exercising breakers, infrared thermographic survey and recalibrating meters; instrument and control functions such as sensor calibration, and structural maintenance such as crack repairs and restoration of surface corrosion protection systems.

- Trouble shooting system malfunctions.
- Safety and emergency procedures.

City will review the draft O&M Plan for the Wastewater Treatment Plant and each of the assigned pumping stations and return one marked-up copy with comments and required corrections within 30 days of the initial submittal. The Contract Operator shall submit five copies of a final version of the O&M Plan incorporating City’s requested changes and comments 30 days following the return of the draft manual. The Contract Operator shall update the plan every five years; if Capital Improvements are undertaken, updates will be required within 6 months of the new equipment being operational.

The O&M Plan shall dedicate a separate section to detail the Contract Operator’s major maintenance, repair and replacement program. Such program shall contain a detailed description of major maintenance, repair, and replacement activities which would be required to be performed by the Contract Operator over the term of the Agreement to maintain operability, durability and reliability of the Wastewater Facility. The Contract Operator shall make and complete all major maintenance, repairs and replacements to the Facilities which are necessary to achieve such standard of repair and replacement by performing all such listed activities within time frame indicated in the O&M Plan.

2.6 CONTINUOUS OPERATION

The Contract Operator shall operate the System on a continuous basis, twenty-four hours a day, seven days a week, in accordance with the terms and provisions of this Agreement, and in compliance with all applicable permits and other federal, State, and local requirements.

2.7 SAFETY AND SECURITY

The Contract Operator shall provide for and maintain security and safety of all facilities and structures associated with performance of Services at the Wastewater Facility. The Contract Operator shall develop and submit to the City a Safety and Security Plan within 45 days of the Commencement Date. The Contract Operator shall be responsible and obligated to enforce all safety, security and health laws, rules, regulations, and/or procedures. The Contract Operator shall implement an in-house safety program, including, but not limited to, operations, maintenance, safety management skills, laboratory, energy management, chemical handling, confined space entry, emergency response, and safety equipment use. Any and all persons entering the facility shall be identified and provide appropriate documentation of authorization to have such access. The Contract Operator is responsible for providing the appropriate procedures to maintain a log of any and all persons accessing the Wastewater Facility.
The Contract Operator shall appoint a Safety Committee. The Safety Committee will file a copy of any safety recommendation and accident reports. As part of its safety program, the Contract Operator shall institute safety standards including a safety information system, regional and corporate specialties, centralized safety equipment procurement system, degreed hazardous materials personnel, a safety information library and a computerized safety equipment preventative maintenance program.

Fences shall be maintained in neat order and structural integrity. Gates, access points, and doors to the facilities and structures at the Wastewater Facility shall be kept locked. Entrance to such facilities and structures shall be protected against unauthorized entry. The Contract Operator is responsible to maintain all security alarms in working order.

2.8 CUSTOMER SERVICE AND EMERGENCY RESPONSE

The Contract Operator shall respond promptly (within 2 hours) and in a reasonable manner to all customer problems and emergencies pertaining to the System in accordance with this Agreement. The Contract Operator shall maintain a toll-free 24-hour telephone number throughout the term of the Agreement so that customers of the System can report any problems and emergencies. The Contract Operator shall notify the City of any activity, problem, or circumstance of which it becomes aware that threatens the safety, health or welfare of the customers of the Wastewater Facility. The Contract Operator shall maintain a log of all problems and emergencies identified and measures taken by the Contract Operator to remedy such problems and emergencies. Emergency procedures shall address at a minimum:

- Chemical Spills
- Personnel Emergencies
- Fire and Explosions
- Pipe, Valve, or Pump Failure
- Equipment and Process Failure
- Power Failure
- Acts of God (i.e., Hurricanes, Windstorms, and Floods)
- Wastewater bypass discharges
- Emergency Telephone Numbers
- Emergency Equipment Inventory
- Records Preservation
- Industrial Waste Inventory and Monitoring System
- Coordinating Instructions with Public Safety Agencies
- Troubleshooting Guides
- Permit Violations
This Guarantee made as of the ___ day of ____, 201__, by __________________, a ______________ Corporation (“Project Guarantor”), having its principal place of business in ______________, to and for the benefit of the City of New Bedford (“City”).

WITHNESSETH:

WHEREAS, ______________, a ______________ corporation, (the “Contract Operator”) having an office at ______________________, has entered into the Operations and Maintenance Agreement (the “Agreement”) with the City dated as of ______________, 201__.

WHEREAS, Project Guarantor is willing to guarantee, as set forth below, the performance of the Contract Operator under the Agreement; and

WHEREAS, City would not enter into the Agreement unless the Project Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the City to enter into this Agreement, Project Guarantor agrees as follows:

1. Project Guarantor hereby absolutely and unconditionally guarantees the full and prompt performance by the Contract Operator of all of the Contract Operator’s obligations under the Agreement in accordance with the terms and conditions therein.

2. This guarantee shall be governed by the laws of the State of Massachusetts exclusive of the choice of law rules thereof, and Project Guarantor hereby agrees to the service of process in the State of Massachusetts for any claim or controversy arising out of this Guarantee or relating to any breach hereof.

3. This Guarantee shall be binding upon and enforceable against the Project Guarantor, its successors, assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties of Project Guarantor), whether or not such obligations are expressly assumed by such successor, assignee or transferee and is for the benefit of the City, and any permitted successors and assigns under the Agreement.
4. This Guarantee may be enforced by the City without first resorting to any action against Contract Operator or exhausting any other remedies that the City may have.

5. Each and every Event of Default under the Agreement shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder by the City as each cause of action arises. Project Guarantor waives presentation to, demand of performance from and protest to the City of the obligations of the City under the Agreement.

6. No failure or delay by the City in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom such waiver, amendment, release or modification is sought to be enforced.

7. Project Guarantor may not assign its obligations hereunder without the expressed written consent of the City, which shall not be unreasonably withheld except to a successor by merger or consolidation or to any transferee of all or substantially all of the property of Project Guarantor. Notice of any such assignment shall be given in writing to the City within thirty (30) days of the effective date of any such merger, consolidation or transfer.

8. The respective obligations of Project Guarantor to the City set forth in this Guarantee shall be absolute and unconditional, shall not be subject to any requirement that City first enforce any remedies it may have against the Contract Operator or any other Person, or any requirement to seek to recover from Contract Operator hereunder before proceeding against Project Guarantor hereunder, and shall not be subject to any claim of Project Guarantor against any other Person including the City, other than a claim that the matter giving rise to the City’s claim is the subject of dispute resolution in good faith under the Agreement or in the courts of the United States or the State of Massachusetts.

9. This Guarantee may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The invalidity or unenforceability of the remaining portions of this Guarantee. This Guarantee is entered into by Project Guarantor solely and exclusively for the benefit of the City and may be enforced against Project Guarantor by the City.

10. Any term used but not otherwise defined herein and defined in the Agreement shall have the meaning attributed to it in the Agreement.
11. Notices to be given pursuant to this Guarantee unless otherwise stated shall be in writing and shall be served personally or sent by certified mail, return receipt requested, to:

Project Guarantor at: (Name) ________________________________

If By Mail: (Address) ________________________________

If By Hand: (Address) ________________________________

City at: (Name) ________________________________

If By Mail: (Address) ________________________________

If By Hand: (Address) ________________________________

or to such other address as shall be designated by such party in a written notice to the other party hereto. Any notice given pursuant to this Section if transmitted by certified mail shall be effective immediately upon receipt and if delivered by hand upon delivery.

IN WITNESS WHEREOF, Project Guarantor has executed this instrument the day and year first above written.

______________________________

ATTEST:

ACCEPTED: By ________________________________

______________________________
Workers Compensation

Statutory benefits as defined by the Commonwealth statutes encompassing all operations contemplated by this contractor agreement to apply to all of the Company’s officers, and employees regardless of the number of employees. Employers Liability will have minimum limits for bodily injury by accident of $500,000 per accident and for bodily injury by disease with a $500,000 policy limit and $500,000 per employee.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures on an occurrence basis, with a minimum limit of $1,000,000 per occurrence, and $2,000,000 aggregate.

Business Automobile Liability

Coverage shall apply to Company-owned vehicles and/or non-owned vehicles and employee non-ownership use with minimum limits of $1,000,000 CSL (combined single limit).

Umbrella Liability

Coverage shall apply to general liability, automobile liability and Employer’s Liability conforming to the minimum underlying requirements of the umbrella. Minimum limits of $5,000,000 per occurrence.

Deductibles

Deductible amounts shall be reasonably satisfactory to the City.

Certificate of Insurance

The City shall be listed as a certificate holder and an Additional Insured with respect to Commercial General Liability, Business Automobile and Umbrella Liability coverages.
5.1 OPERATION AND MAINTENANCE FEE

5.1.1 Base Bid

The Base Bid consists of the Contract Operator being responsible for the operations and maintenance of the Wastewater Treatment Plant as set forth in this RFP and related documentation. This fee shall be for the plant producing liquid sludge consistent with the requirements previously set forth. The Operation and Maintenance Fee to be paid the Company for each Billing Month during the Term of the Agreement shall be one-twelfth (1/12th) of the annual amount set forth below in Table S5-1, as adjusted from time to time pursuant to this Schedule 5 and as described in Section 4.0 to Appendix A of the RFP (Service Term Sheet).

<table>
<thead>
<tr>
<th>TABLE S5-1a, Base Bid</th>
<th>OPERATION &amp; MAINTENANCE FEE ¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Operation &amp; Maintenance Fee Escalation ²:</td>
<td>[_______________] (date)</td>
</tr>
<tr>
<td>Operation &amp; Maintenance Fee Escalator ² (% of CPI, 100% maximum)</td>
<td>[_______________]%</td>
</tr>
</tbody>
</table>

Note:
(1) Operation and Maintenance Fee Provided shall be annual amount.
(2) Annual escalation shall be set as of July 1 of each contract year starting with July 1, 2021 and carried through the entire contract term based on the escalation change from April 1 to March 30 of the previous year. Date of Operation and Maintenance Fee Escalation and Operation and Maintenance Fee Escalator shall be provided for Agreement term of 10 years, with two 5-year options. (Escalation annual calculation is to be based on the March CPI escalator as defined.)

For term of the Agreement, the Operation and Maintenance Fee Escalator shall be used to adjust the fixed Operation and Maintenance Fee component of the Service Fee on an annual basis as of the first day of the City’s fiscal year (July 1th). The Operation and Maintenance Fee shall escalate from the Date of Operation and Maintenance Fee Escalation. The Operation and Maintenance Fee shall be multiplied by the change in CPI from the proposed date of the Date of Operation and Maintenance Fee Escalation through the Commencement of Operations Date. For every year thereafter, the Operation and Maintenance Fee shall be escalated by the Operation and Maintenance Fee Escalator from the month of Commencement Date to the month preceding the anniversary date of Commencement Date pursuant to the provisions of the Agreement.
The Operation and Maintenance Fee Escalator shall be ___% of CPI, and the Date of Operation and Maintenance Fee Escalation shall be effective July 1 of each year (or the contract anniversary date) subsequent to the Commencement Date.

For example, the CPI for March 2018 was 251.586 and the CPI for March 2019 was 254.725, the annual Operations and Maintenance fee shall be adjusted, as of July 2019 as follows:

Annual Service Fee, Year 1 \( \times \frac{254.725}{251.586} \)
Annual Service Fee, Year 1 \( \times 1.0124768 = \) Annual Service Fee, Year 2


[Needs to be correlated with Proposal Form 3. Schedule will be modified based on Proposal specific information. Determination will be made whether to include as a separate schedule or within the body of the Agreement.]

5.1.2 Alternate Bid 1

Alternate Bid 1 consists of the Contract Operator being responsible for the operations and maintenance of the Wastewater Treatment Plant as set forth in this RFP and related documentation. This fee shall be for the plant producing dewatered sludge consistent with the requirements set forth [REFERENCE TO sludge requirements]. The Operation and Maintenance Fee to be paid the Company for each Billing Month during the Term of the Agreement shall be one-twelfth (1/12th) of the annual amount set forth below in Table S5-1b, as adjusted from time to time pursuant to this Schedule 5 as described in Section 4.0 to Appendix A of the RFP (Service Term Sheet).

**TABLE S5-1b, Alternate Bid 1**

<table>
<thead>
<tr>
<th>Operation &amp; Maintenance Fee ¹</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Operation &amp; Maintenance Fee Escalation ²:</td>
<td>[______________] (date)</td>
</tr>
<tr>
<td>Operation &amp; Maintenance Fee Escalator ² (% of CPI, 100% maximum)</td>
<td>[______________]%</td>
</tr>
</tbody>
</table>

Note:

(1) Operation and Maintenance Fee Provided shall be annual amount.

(2) Annual escalation shall be set as of July 1 of each contract year starting with July 1, 2021 based on the escalation change from April 1 to March 30 of the previous year and carried through the entire contract term. Date of Operation and Maintenance Fee Escalation and Operation and Maintenance Fee Escalator shall be provided for Agreement term of 10 years, with two 5-year options. (Escalation annual calculation is to be based on the March CPI escalator as herein defined.)
For term of the Agreement, the Operation and Maintenance Fee Escalator shall be used to adjust the fixed Operation and Maintenance Fee component of the Service Fee on an annual basis as of the first day of the City’s fiscal year (July 1st). The Operation and Maintenance Fee shall escalate from the Date of Operation and Maintenance Fee Escalation. The Operation and Maintenance Fee shall be multiplied by the change in CPI from the proposed date of the Date of Operation and Maintenance Fee Escalation through the Commencement of Operations Date. For every year thereafter, the Operation and Maintenance Fee shall be escalated by the Operation and Maintenance Fee Escalator from the month of Commencement Date to the month preceding the anniversary date of Commencement Date pursuant to the provisions of the Agreement.

The Operation and Maintenance Fee Escalator shall be ____% of CPI, and the Date of Operation and Maintenance Fee Escalation shall be effective July 1 of each year (or the contract anniversary date) subsequent to the Commencement Date.

For example, the CPI for March 2018 was 251.586 and the CPI for March 2019 was 254.725, the annual Operations and Maintenance fee shall be adjusted, as of July 2019 as follows:

Annual Service Fee, Year 1  X 254.725/251.586
Annual Service Fee, Year 1 X 1.0124768 = Annual Service Fee, Year 2

[Needs to be correlated with Proposal Form 3. Schedule will be modified based on Proposal specific information. Determination will be made whether to include as a separate schedule or within the body of the Agreement.]
5.1.3 Pumping Stations

If the City elects to accept Alternative Bid 2 or 3, the Contract Operator will be responsible for the operations and maintenance of the City’s 29 existing pumping stations (Alternate Bid 2) or the 12 largest (Alternate Bid 3) as set forth in this RFP and related documentation. The Pumping Station Operation and Maintenance Fee to be paid the Company for each Billing Month during the Term of the Agreement shall be one-twelfth (1/12th) of the annual amount set forth below in Tables S5-2a and S5-2b for the total cost of the subject pumping stations, as adjusted from time to time pursuant to this Schedule 5 and as described in Section 4.0 to Appendix A of the RFP (Service Term Sheet).

Table S5-2a shall be completed for Bid Alternate 2. Table S5-2b shall be filled out for Bid Alternate 3.

**TABLE S5-2a, Bid Alternate 2 (all 29 Pumping Stations)**

<table>
<thead>
<tr>
<th>Pumping Station Annual Operation &amp; Maintenance Fee ¹</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Operation &amp; Maintenance Fee Escalation ²:</td>
<td>[_____________] (date)</td>
</tr>
<tr>
<td>Operation &amp; Maintenance Fee Escalator ² (% of CPI, 100% maximum)</td>
<td>[_____________]%</td>
</tr>
</tbody>
</table>

**Note:**

(1) Operation and Maintenance Fee Provided shall be annual amount.
(2) Annual escalation shall be set as of July 1 of each contract year starting with July 1, 2021 based on the escalation change from April 1 to March 30 of the previous year and carried through the entire contract term. Date of Operation and Maintenance Fee Escalation and Operation and Maintenance Fee Escalator shall be provided for Agreement term of 10 years, with two 5-year options. (Escalation annual calculation is to be based on the March CPI escalator as defined herein.)

**TABLE S5-2b, Bid Alternate 3 (12 Largest Pumping Stations)**

<table>
<thead>
<tr>
<th>Pumping Station Annual Operation &amp; Maintenance Fee ¹</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Operation &amp; Maintenance Fee Escalation ²:</td>
<td>[_____________] (date)</td>
</tr>
<tr>
<td>Operation &amp; Maintenance Fee Escalator ² (% of CPI, 100% maximum)</td>
<td>[_____________]%</td>
</tr>
</tbody>
</table>

**Note:**

(1) Operation and Maintenance Fee Provided shall be annual amount.
(2) Annual escalation shall be set as of July 1 of each contract year starting with July 1, 2021 based on the escalation change from April 1 to March 30 of the previous year and carried through the entire contract term. Date of Operation and Maintenance Fee Escalation and Operation and Maintenance Fee Escalator shall be provided for Agreement term of 10 years, with two 5-year options. (Escalation annual calculation is to be based on the March CPI escalator.)
6.1 RESPONSIBILITIES

City Permits

It is anticipated that the following Permits will be required to be maintained in the name of the City in connection with the operation of the Wastewater Facility:

- National Pollutant Discharge Elimination System (NPDES) Permit MA 0100781
- Massachusetts State Permit No. 120
- Massachusetts Air Quality Permit No. 4P91055

The Contract Operator shall be responsible for assisting the City with renewing and/or obtaining and maintaining all applicable federal, State and local approvals and/or permits required for the Wastewater Facility. The Contract Operator shall be responsible for preparing all applicable reports pertaining to any and all such Permits in compliance with federal, state and local requirements for submission by the City to the appropriate agencies.

Company Permits

It is anticipated that the following Permits/Licenses will be required to be maintained in the name of the Company in connection with its performance of Services:

- Operator Licenses
- Electrician Licenses
- Laboratory Certification

The Contract Operator shall obtain all appropriate licenses and certifications required for performance of the Services. All such licenses, permits, and certificates will be kept current any required licenses, permit and certificates fees will be borne by the Contract Operator, without reimbursement from the City.

The Contract Operator shall comply with, satisfy, and pay all costs and/or fees associated with all regulatory requirements pertaining to the permits, but not limited to, public notification in the event of non-compliance with wastewater treatment standards.
Electricity costs will be treated as a pass-through up to the maximum usage set forth in this Schedule 7 and assuming annual flows of between [Base flow set forth in earlier schedule plus or minus 10 percent]. The costs for electrical consumption exceeding the maximum usage as set forth will be the Contract Operator’s financial responsibility and the City will not reimburse the Contract Operator for the incremental consumption above the specified limit provided the plant does not exceed a daily average of 24.2 MGD. If plant flows average less than 19.8 MGD, the City will receive a credit based on the adjustment factor.

7.1 Base Bid
Schedule S7-1 should be filled out for the Base Bid—just the wastewater treatment plant with the plant producing liquid sludge.

<table>
<thead>
<tr>
<th>TABLE S7-1a, BASE Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAXIMUM UTILITIES UTILIZATION</td>
</tr>
<tr>
<td>WASTEWATER FACILITY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KWH/Year</td>
</tr>
<tr>
<td>Utilities:</td>
<td></td>
</tr>
<tr>
<td>Electricity</td>
<td>______________ kwh</td>
</tr>
<tr>
<td>Adjustment per MG of flow outside specified range</td>
<td>______________ kwh/mg</td>
</tr>
</tbody>
</table>

7.2 Alternate Bid 1
Schedule S7-1b should be filled out for Alternate Bid 1—the WWTP operated to produce dewatered sludge.

<table>
<thead>
<tr>
<th>TABLE S7-1b, Alternate Bid 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAXIMUM UTILITIES UTILIZATION</td>
</tr>
<tr>
<td>WASTEWATER FACILITY</td>
</tr>
<tr>
<td>Item</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Utilities:</td>
</tr>
<tr>
<td>Electricity</td>
</tr>
<tr>
<td>Adjustment per MG of flow outside specified range</td>
</tr>
</tbody>
</table>
Within 30 days subsequent to the Commencement Date, the Contract Operator shall conduct a physical inventory and prepare an up-to-day report of equipment and chemicals located throughout the Wastewater Facility. The inventory report shall be attached to this Schedule 8 and contain, but is not limited to, the following information relative to the Equipment and chemicals of the Wastewater Facility:

- Detailed description of items
- Date of purchase
- Identification number (i.e., serial number), if applicable
- Manufacturers name
- Quantity (i.e., gallons of chemicals), by type of chemical

For the term of the Agreement, the Contract Operator shall maintain a physical inventory of City’s vehicles, chemicals and Equipment in use at the Wastewater Facility. Unless otherwise approved by the City, the Contract Operator shall provide the City with the same dollar value of equipment, parts and chemicals upon termination of the Agreement.
Pass Through Costs shall be paid by the City based on satisfactory documentation provided by the Contract Operator to the City demonstrating that such costs have been incurred and are applicable pursuant to the provisions of the Agreement. Pass Through Costs shall be identified on the City’s monthly invoices as separate line items and shall include:

The following costs are Pass Through Costs pursuant to the Agreement:

- Electricity to the extent the maximum utilization in Schedule 7 is not exceeded.
- Insurance Costs
- Performance Bond/Letter of Credit

Contract year 1

- Insurance Costs $________________
- Performance Bond/Letter of Credit $__________________

The costs for subsequent years will be adjusted based on the O&M adjustor.
10.1 GENERAL

The Contract Operator shall provide staff qualified and experienced in the operation, maintenance, and management of wastewater treatment systems similar in nature and character to the System. The Contract Operator shall also provide additional third-party support, on an as needed basis, to perform its duties and obligations of this Agreement. Such third parties shall be equally qualified for the specific services to be performed.

The Contract Operator is responsible for maintaining the required number of staff and third-party contractors as deemed appropriate to operate, maintain and manage the System in accordance with the provisions and terms of this Agreement and set forth in their proposal to the City. The failure to maintain those staffing levels as specified will subject the Contract Operator to financial penalties as set forth herein. The Contract Operator shall provide:

- Qualified management, supervisory, technical, laboratory, operations and maintenance personnel.
- Staff the Wastewater System with sufficient qualified, trained employees who have met the certification requirements of the MADEP, as necessary, and meet State minimum staffing level requirements.
- A management team consisting of a Project Manager, Plant Manager, Maintenance Manager and Laboratory Manager that shall be dedicated to the New Bedford system. The dedicated management team shall have the qualifications as set forth in Section 3.1.7 and this Schedule 10. Failure to maintain this dedicated team will result in financial penalties as set forth in Section 5.6.3.
- Provide personnel that are qualified, experienced and have the proper certification to satisfy all regulatory requirements. The staff should be thoroughly trained in modern process control, equipment operation and maintenance, sampling and analysis procedures, energy efficient operation, regulatory compliance requirements, and occupational health and safety procedures.
- Duly licensed and certified personnel hired or contracted by the Contract Operator to perform the services defined in the O&M Plan as required by the State and any other applicable regulatory agencies.
- Specialists, as necessary, for process control, instrumentation, troubleshooting, emergency management, and other similar activities. Required skills will include but are not necessarily limited to electrical, plumbing/pipesfitting and welding. The City expects that these capabilities will be resident within the on-site staffing team and will not reimburse the Contract Operator if it finds it necessary to subcontract for these requirements or use staff from other facilities.
- Office and clerical support staff.
• Technical support to provide on-call backup and process expertise for process control, management, maintenance and repair, as necessary, to support operations and maintenance staff in performing the services of this Agreement.
• Develop an appropriate bargaining agreement with the employees selected bargaining unit.
• Provide a dedicated, on-site Project Manager to oversee and manage performance of Services including coordination with other Contract Operator contractors (i.e., Synagro sludge management contract).
• Provide a training program for all personnel, including operations, maintenance, safety, management skills, laboratory, and energy management. Such training shall include both plant specific and general treatment material.

10.2 STAFFING PLAN

The Contract Operator shall submit 30 days after execution of Agreement to the City a staffing plan for the personnel requirements during both the transition phase and the long-term operations taking into account whether the City accepts, Bid Alternate 2 or Bid Alternate 3. This staffing plan shall be consistent with that included in the Contract Operator’s proposal; the failure to maintain consistency may result in termination. The Contract Operator shall include, at a minimum, in this staffing plan the following in accordance with the provisions of this Agreement:

• Organization chart
• List of all personnel required
• Job classifications and wage rates
• Number of staff required for the transition phase and long-term operations
• Resumes and qualifications of personnel assigned to perform Services

The Contract Operator shall notify the City of any change in personnel within 10 days effective of such personnel change which is subject to review and approval of the City. Failure to maintain the staffing complement in accordance with the requirements specified herein will subject the Contract Operator to financial penalties.

10.3 TRAINING PROGRAMS

The Contract Operator shall provide training programs for all personnel employed for performance of Services for the Agreement. Such training shall include, but not limited to, modern process control, equipment operation, repair, and maintenance, sampling and analytical procedures, regulatory requirements, supervisory skills, and safety and occupational health procedures. The Contract Operator shall maintain records of the training programs.
No later than 30 days prior to the Commencement Date, the Contract Operator shall submit five copies of a draft Operator Training Plan (Training Plan) for review and comment by city. The Training Plan shall clearly define the classroom and hands-on training curriculum for each operator position and classification. Calendar dates and milestones shall be assigned to each portion of the training and a training schedule shall be submitted in the Training Plan. The date and duration of on-site training by each of the equipment manufacturer’s technical representatives will be shown in the schedule.

City will review the draft Training Plan and return one marked up copy with comments and required corrections within 30 days of the initial submittal. The Contract Operator shall submit five copies of a final version of the Training Plan incorporating City requested changes and comments 30 days following the return of the draft version.

10.4 EXISTING EMPLOYEES

The Company is encouraged to offer, but is not obligated to offer, employment to employees of the City’s current contract operator of the Wastewater Facility. However, the City anticipates that it will retain its existing employees currently responsible for the pumping stations, if Bid Alternate 2 or Bid Alternate 3 are accepted.
The following data shall be employed to adjust the service fee for increases and decreases in flows and loads that exceed 10 percent of the base year influent parameters. The Service Fee shall be increased when flow and loads increase by more than 10 percent and the Service Fee shall decrease when flow and loads decrease by more than 10 percent. This adjustment will apply only to the increment of flow and load in excess to the 10 percent limit. The adjustments will be paid or credited at the end of each contract year, based on the cumulative data for each contract year.

Base year parameters are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Flow-MGD</th>
<th>BOD-lbs/day</th>
<th>TSS-lbs/day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year</td>
<td>22.0</td>
<td>64,218</td>
<td>42,200</td>
</tr>
<tr>
<td>10% floor</td>
<td>19.8</td>
<td>57,796</td>
<td>37,980</td>
</tr>
<tr>
<td>10% ceiling</td>
<td>24.2</td>
<td>70,640</td>
<td>46,400</td>
</tr>
</tbody>
</table>

Base Bid adjustment factors are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Flow-MGD</th>
<th>BOD-lbs/day</th>
<th>TSS-lbs/day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Alternate 1</td>
<td>$________</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

Bid Alternate 1 adjustment factors are as follows:
To be provided by Addenda
SCHEDULE 13
CAPITAL IMPROVEMENTS in PROGRESS

To be completed at time contract signing.
The Wastewater Facility is a Grade 6 secondary treatment plant designed to treat average daily flows of 30 mgd and peak daily flows of 75 mgd. The Wastewater Plant commenced operation in August 1996.

The Facility includes the following major components:

- Plant headworks include influent sewer, influent pumping and preliminary treatment;
- Primary treatment;
- Secondary treatment;
- Disinfection; chlorination and dechlorination
- Sludge processing facilities;
- Odor control facilities; and
- Plant utilities.

The treatment process is designed to reduce both biochemical oxygen demand (BOD) and total suspended solids (TSS) to less than 30 milligrams per liter (MG/L) in the effluent on a monthly average. The secondary treatment process used is activated sludge with diffused air. The activated sludge process consists of two independent operations; aeration and clarification.

In the aeration process, air is mixed with the wastewater in aeration tanks to biologically reduce the waste concentration. The Wastewater Facility aeration tanks were sized to accommodate flows and loads expected at high groundwater average day flow conditions. Aeration equipment and blowers were sized to meet the oxygen demand at peak loading conditions. The total aeration tank volume is 7.3 million gallons divided into six tanks. These tanks are enclosed to contain odors. Air is drawn from the aeration tanks through a wet scrubber for treatment prior to being released into the atmosphere through elevated stacks.

Following the aeration process, the wastewater flows to the secondary clarifiers where the biological solids are separated from liquid. The separated solids are removed from the clarifiers and recycled to the aeration tanks to maintain the biological process. The clarified water from the secondary clarifiers is disinfected and then discharged to the plant outfall.

Primary sludge is gravity thickened and blended with waste activated sludge, scum and grease for further thickening via gravity belt prior to being shipped for disposal.
APPENDIX C

STAFFING INFORMATION
FOR THE WASTEWATER FACILITY
(To be completed by proposer)
APPENDIX D

GLOSSARY OF WORDS AND TERMS

“Agreement” means the Service Agreement for the Operation, Maintenance, and Management Services of City of New Bedford’s Wastewater Facility to be executed between the City and Contact Operator.

“Agreement Term Sheet” means the Agreement principles set forth in this RFP, upon which the Agreement will be based.

“Applicable Law” means any law, rule, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by any governmental body having jurisdiction, applicable from time to time to the sighting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance or repair of the Facility, treatment of wastewater, the transfer, handling, transportation or disposal of Residue or any other transaction or matter contemplated hereby (including, without limitation, any of the foregoing which pertain to wastewater).

“Capital Asset” means an asset having (1) a useful life of three (3) years having an acquisition cost of $10,000 or more, (2) group or program purchases – the aggregate asset must have a useful life of at least three (3) years and an aggregated acquisition cost of $25,000 or more, and each component must have an acquisition cost of $1,000 per unit and be integral in placing the program in service.

“C.M.R.” means Code of Massachusetts Regulations.

“City” means the City of New Bedford Massachusetts.

“Commencement Date” means the date 30 days after the City gives the Contract Operator notice pursuant to the terms of the Agreement to commence its performance of the Services in accordance with the Agreement.

“Consent Decree” means the agreement entered into by the EPA, the Commonwealth of Massachusetts, the Conservation Law Foundation and the City on December 7, 1987, including amendments (1990 Modified Consent Decree and Second Modified Consent Decree (1992)). The Consent Decree set forth requirements for the City to bring the Wastewater Plant into compliance with the Clean Water Act and Massachusetts Clean Waters Act. Any current or future Administrative Orders between the City of New Bedford and the EPA.

“Contract Date” means the date of the Agreement as executed by the parties.
“Contract Operator” means [PROJECT COMPANY], a corporation organized and existing under the laws of [STATE], and its permitted successors and assigns with whom the City has awarded the Agreement.

“Contract Term” means the duration of the Agreement, consisting of a ten (10) year term with two (2) five (5) year renewal periods.

“Contract Year” means the consecutive twelve month period commencing on July 1 in any year and ending on June 30 of the following year; provided, however, that the first Contract Year shall commence on the Contract Date and shall end on the following June 30th, and the last Contract Year shall commence on July 1 prior to the date this Agreement expires or is terminated, whichever is appropriate, and shall end on the last day of the Contract Term of this Agreement or the effective date of any termination, whichever is appropriate.

“CPI” means the Consumer Price Index for the Northeast Region as published by the US Department of Labor, Bureau of Labor Statistics.

“CPI-W” means the CPI calculated for the Urban Wage Earners and Clerical Workers population group for the Northeast Region.

“Enhanced Wastewater Standards” means the specific contract limits pertaining to the effluent quality from the Wastewater Plant set forth in this RFP. These are achievable standards which are more stringent than the existing regulatory requirements.

“EPA” means the United States Environmental Protection Agency or any successor.

“Guarantee” means the agreement executed between the City and the Project Guarantor.

“MADEP” means the State of Massachusetts Department of Environmental Protection or any successor.

“Managed Assets” means all buildings equipment, rolling stock and assets that comprise the Wastewater Treatment Plant and such pumping stations that the City elects to include in the Contractor’s scope of services.

“M.G.L.” means Massachusetts General Law

“MOU” means the Memorandum of Understanding between the City and Division of Marine Fisheries with respect to shell fishing in the waters in and around the City.

“NPDES” means National Pollutant Discharge Elimination System.

“Operation and Maintenance Fee” means the component of the Service Fee for the Costs of performing the Services as specified in the RFP and Agreement Term Sheet.
“Pass Through Cost” means the component of the Service Fee calculated pursuant to the Agreement. Such costs will be paid on a monthly basis and include the cost for a performance bond, insurance including environmental impairment liability insurance, and electricity.

“Price Proposal” means the proposal submitted in response to this RFP which identifies any costs and fees (in dollars) necessary to meet the requirements of the RFP. In accordance with M.G.L. Chapter 30B, the Price Proposal is submitted in a sealed envelope, separate from the Project Proposal.

“Project Proposal” means the proposal submitted with all of the information requested, without alteration, and excluding all reference to costs or fees associated with the project, in response to this RFP. In accordance with M.G.L. Chapter 30B, the Project Proposal is submitted in a sealed envelope, separate from the Price Proposal.

“Proposal” means the documents comprised of a separate Project Proposal and Price Proposal accompanied by the Minimum Qualifications Form submitted in response to the RFP by a Proposer to perform the Services solicited by the City.

“Proposer Qualifications Form” means that form included in the proposal forms which evidences the requested information for assessing the minimum qualification requirements of Section 4 of the RFP.


“Residuals” means any liquid, semisolid or solid material resulting from the treatment of wastewater and which requires disposal of waste material.

“Service Fee” means the annual amount payable to the Company by the City for the Services provided under the Agreement as outlined in the Agreement Term Sheet.

“Service Territory” means the City of New Bedford, portions of the Towns of Dartmouth, Acushnet, Freetown or any other territory in which customers are served by the Wastewater Facility during the Contract Term.

“Services” means the operation, maintenance, and management of the City’s Wastewater Treatment Facility in accordance with the terms and provisions of the Agreement.

“State” means the Commonwealth of Massachusetts and all of its relevant administrative, contracting and regulatory agencies and offices.

“Transition Plan” means the plan for transition of the Wastewater Facilities operations from the current vendor to the Company.
“Uncontrollable Circumstance(s)” means any act, event or condition to the extent that it impacts the cost of performance of or materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition, in light of the circumstances known or reasonably believed to exist at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or a lack of reasonable diligence of either party.

(a) Inclusions. Subject to the foregoing, such acts, events, or conditions may include, but shall not be limited to, the following:

1. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Wastewater Facility as of the Agreement Date), landslide, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
2. A Change in Law;
3. The failure of any appropriate governmental agency or private utility to provide and maintain utilities;
4. The preemption, confiscation, diversion, destruction, or other interference in possession or performance of materials or services by, on behalf of, or with authority of a governmental body in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action of any portion of the Wastewater Facility.

(b) Exclusions. None of the following acts, events, or conditions shall constitute Uncontrollable Circumstances:

1. General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in prices, or currency or exchange rate fluctuations;
2. Changes in the financial condition of the City, the Contract Operator, the Project Guarantor, or any of their affiliates or subcontractors;
3. Union work rules which increase the Contract Operator’s operating cost for the Plant;
4. Any impact of prevailing wage laws on the Contract Operator’s costs;
5. The consequence of Contract Operator error, including any errors of Contract Operator affiliates or subcontractors;
6. Failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the dates agreed to;
7. Strikes, work stoppages or labor disputes;
8. Equipment failure (unless caused by an Uncontrollable Circumstance);
9. Litigation against the Contract Operator
10. Change in permit discharge limits
“Utilities” means any and all utility services and installations whatsoever (including gas, heating, fuel oil, water, sewer, electricity, telephone, and telecommunications), and all piping, wiring, conduit, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

“Wastewater Facility” means the Wastewater Plant, including all treatment processes and sludge disposal storage facilities, outfall discharge chamber and pipes.

“Wastewater Plant” means the certified Class VI City of New Bedford Wastewater Treatment Facility located at 1,000 South Rodney French Boulevard, including all fixtures, equipment, tools and other property stored on or constituting the Wastewater Plant site.

“Wastewater Sludge” means any liquid, semisolid or solid material resulting from the treatment of raw and combined sewage and which requires disposal as waste material.
APPENDIX E

EXAMPLE WAIVER FORM
SITE RELEASE AND WAIVER

The undersigned, while on the site of the New Bedford Wastewater Treatment Facility agrees to abide by all rules and safety requirements for the facility, and assumes all risks arising from or related to his/her being on the site. The undersigned, hereby waives and releases the owner of the site, its employees and partners, the Contract Operator, any subcontractors and their employees from any and all claims and causes of action against the owner, its employees and partners from any damage of injury to the person or property of the undersigned alleged to have been caused by any or omission of the owner, contractors of any of its employees or partners.

This release and waiver shall apply at all times that the undersigned is on the site.

Date: ____________________________________________

Signature: ________________________________________