



REQUEST FOR PROPOSAL

The City of Milan Michigan hereby invites firms interested in providing complete Contract Operation and Maintenance of the City's Water and Wastewater Treatment Plants and Systems to submit proposals stating price and qualifications.

Proposals shall be due September 10, 2020 at 2:00 pm. Proposals shall be submitted in sealed envelopes marked "Water and Wastewater O & M Proposal". A complete Request for Proposal document may be obtained at:

City of Milan
Attn: City Clerk
147 Wabash St.
Milan, MI 48160
Phone (734) 439-1501
www.milanmich.org

1. GENERAL

A. INTENT

The City of Milan (the City) wishes to engage the services of a qualified Operations and Maintenance firm (the Firm) to provide complete operations and maintenance services for the following; the Wastewater Treatment Plant at 75 Gump Lake Road, twelve (13) Collection System Lift Stations and Water Treatment Facility at 100 Neckel Court.

The City is requesting proposals from qualified firms for five years of operation and maintenance services for the above referenced facilities. At minimum the scope of services will include:

- Managing water and wastewater plant operations
- Operate and maintain the sanitary and storm sewer lift stations
- Meeting permitting and reporting requirements as established by the City and the Michigan Department of Environment, Great Lakes and Energy
- Performing wastewater influent and effluent sampling and laboratory analysis
- Perform water system routine and emergency drinking water samples
- Performing overall site maintenance activities
- Operating the systems in compliance with all applicable permitting and environmental requirements

The City will enter into a single contract with the selected firm for all systems. The contract period will commence effective October 1, 2020 unless agreed otherwise by the City. The City's facilities are presently operated and maintained by OSI (Operations Services Inc.).

B. SITE VISIT

The **mandatory** site visit will be held in two sessions on August 24, 2020, at 10:00 am and 2:00 pm and if necessary, August 25, 2020. The site visit will begin at the Wastewater Treatment Plant, located at 75 Gump Lake Road, Milan MI 48160. Addressing this proposal and answering any questions regarding the project or process will be a segment of the mandatory site visit. Treatment plants site plans, one year of monthly operational and maintenance reports, annual budgets and access to plant drawings will be provided at the viewing. Due to the COVID 19 meeting restrictions imposed by the State, we will take reservations for the mandatory site visit on first come first serve basis. Please reserve a site visit with Stan Kirton; stanleyk@milanmich.org. We will also impose a limit of two (2) representatives for each prospective firm in attendance. Please indicate your firm's preference of the morning (10:00) session or the afternoon (2:00 pm) session we will

accommodate each firm site visit requests on availability. Please indicate the number of representatives that will be in attendance from firm so we can schedule visits accordingly. We are hoping to accommodate all prospective firms with the two sessions on August 24th but, will add one or two sessions on August 25th if the demand requires it. **Proposals submitted by firms not in attendance of the Mandatory Site Visit will not be considered.**

C. SUBMITTAL DEADLINE

Ten copies of the Firm's proposal will be received at the Milan City Hall, Office of the City Clerk, 147 Wabash St., Milan, MI 48160 on September 10, 2020 until 2:00 pm. Proposals received after the deadline will be returned unopened. The City reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal to negotiate modifications in any proposal and make an award in any manner, consistent with law, deemed in the best interest of the City.

D. WITHDRAWAL/MODIFICATIONS

Request to withdraw a proposal must be done in writing prior to the submission deadline. Requests to modify a proposal must also be made in writing and received prior to the submittal deadline.

E. QUESTIONS

Questions regarding the project will be taken until 3:00 pm August 31, 2020 and shall be submitted in writing via email addressed to:

Stan Kirton
stanleyk@milanmich.org
Director of Public Works
147 Wabash St.
Milan, MI 48160

F. PROPOSAL CONTENT

Firms submitting a proposal shall organize their proposal based on the format presented in Part III of this Request for Proposal. Each item must be addressed, or the firm may be disqualified.

II. SYSTEM DESCRIPTIONS

A. WASTEWATER TREATMENT PLANT (WWTP)

The WWTP is rated at 2.5 mgd average annual flow. It is an oxidation ditch, with fine scree, grit removal, clarification and tertiary filtration prior to UV Disinfection. Sludge thickening is by a rotary drum thickener. The average flow in 2019 has been approximately 1.2 mgd.

B. SYSTEM LIFT STATIONS

Cherry Street Lift Station – 210 Cherry Street

Marvin Street Lift Station – 708 Marvin Street

West Main Street Lift Station – 308 West Street

Bodley Street Lift Station – 381 Everett Street

Neckel Lift Station – 44 Neckel Court

Northside Lift Station – 1145 Marvin Street (just north of Lewis Street)

Ann Marie Lift Station – 322 Ann Marie Street

Glen Dale Lift Station – 588 Asher Pass (off Allen Road)

Meadowbrook Storm Lift Station – 1160 North Street (on detention pond)

Milan Crossing Storm Lift Station – 1161 Marvin Street (on detention pond)

Marvin Street Lift Station – 708 Marvin Street

Plank Road Lift Station – 14137 Plank Road

Mooreville Sanitary Sewer Lift Station – 1290 Mooreville Rd. (operated for York Township)

C. WATER TREATMENT PLANT (WTP)

The WTP is an iron removal plant utilizing aeration, detention pressure filtration for iron removal. Gaseous chlorine is fed to maintain chlorine residual in the system. Design capacity of the plant is 3.0 mgd maximum day and average daily demand is approximately 1.2 mgd.

III. PROPOSAL CONTENT AND FORMAT

At minimum the proposal shall contain the following information organized in the format presented. The proposal shall be labeled “City of Milan Water and Wastewater Operations Contract Proposal.”

A. STATEMENT OF QUALIFICATION

1. Submit a list of plants and lift stations operated and maintained by the firm in cities, districts, townships in the state of Michigan over the past five years. Include the size of the plants and systems in those municipalities. List at least three (3) community references indicating when the contract operations with the community began and contact person with address and telephone number. Indicate the number of years that the Firm has been involved in providing contract operation services.
2. Provide a list of any violations within the past five years on any permit, license, regulations, or statute that resulted in any notices, fines, censures, punitive awards or similar actions being levied on or taken against the Firm
3. Identify any contracts for services like those proposed by the Firm in response to this proposal for which the contract was terminated by the Firm, utility, municipality or industry for cause.
4. Submit the Firms most recent corporate financial report and financial report and financial history.
5. Indicate previous specific experience with the Michigan Department of Environment, Great Lakes and Energy (EGLE) as it relates to contract operations services.
6. Provide a description on the Firm’s Safety Program. Provide a list and explanation for all OSHA or MIOSHA violations for the past five years.
7. Discuss any other topics or areas that are relevant to the Firm’s qualifications.
8. Provide the name if the Firm’s chief administrative representative, the address of the Firm’s main office the name and address of the person(s) directly responsible for contract administration.

B. WORK PLAN

1. Indicate how the plants and lift stations will be operated by whom, and the technical background of the operating staff. Identify the project team, the qualifications, certifications and licenses of each member of the team. Include evidence of

certification to comply with the State of Michigan requirements for the plants. Provide a list of equipment to be supplied by the Firm, including vehicles.

2. Provide a description of the maintenance management program that will be put in place, including preventative, planned and emergency maintenance activities.
3. Provide a detailed emergency response plan for all weather conditions identifying area personnel availability and response time. The City requires twenty-four (24) hour, seven (7) days a week on-call status.
4. Discuss in full detail what activities/items the City will be responsible to provide under your proposal.

C. SCOPE OF SERVICES

The scope of services shall include all operations, maintenance and analysis activities required to operate the wastewater treatment plant, lift stations and water treatment facilities. The scope of services shall include, but not limited to, the following:

1. Provide all staff for operation, maintenance and management of the wastewater treatment plant, sewage and storm water lift stations and the water treatment facility, including at a minimum a Class B Sewage Treatment Works Operator and Class S2, D2 Water System Operator.
2. Provide 24 hour per day on call availability, 365 days per year.
3. Accept responsibility for all reports and permits required by the Federal, State and local agencies including monthly operating reports, NPDES Stormwater Permits and discharge monitoring reports.
4. Provide the City with a monthly report that summarizes non-routine activities performed by the Firm's staff, compliance status of all regulatory requirements and discharge monitoring report.
5. Purchase supplies and materials necessary for the proper operations and maintenance of the facilities (i.e. Office supplies, grease, oil, tools, etc.)
6. Provide all monitoring, testing and analytical services for the plants including laboratory service for wastewater and water process control, quality assurance/quality control and compliance with regulatory requirements.

7. Coordinate the removal and disposal of sludge from the wastewater treatment plant.
8. Maintain standard operating procedures for all major pieces of equipment including corrective and preventative maintenance on all facilities and equipment. Prepare an annual preventative maintenance program for review and approval by the City including routine maintenance of lift stations. Ensure efficient operation and maximum equipment life through incorporation of a maintenance management scheduling system that includes preventative and corrective maintenance, inventory control and equipment repair history. Provide an anticipated annual cost for spare parts for the upcoming year to the City.
9. Maintain a clean and organized physical appearance of the facilities and grounds.
10. Serve as the City's liaison and representative in matters related to the operation of facilities and systems including regulatory agencies. Attend "start-up" of a new equipment and provide the City with a written "punch list" of items observed to be not in accordance with the City's standards.
11. Manage the City's Industrial Pretreatment Program in accordance with the NPDES Permit and other regulatory controls.
12. Provide additional management technical, administrative and other professional services to augment system facility personnel when required.
13. Comply with all Local, State and Federal regulations
14. Provide the City with a monthly and an annual report containing a summary of the monthly and yearly activity.
15. Provide the City with information and data available from the SCADA system within (a) 48 hours upon the request of the City or (b) 24 hours of the occurrence of material disruption or aberration in the normal operation of the City's Water or Wastewater Treatment Plant and Systems.

D. EXCEPTIONS TO MATERIAL CONTRACT TERMS

A Summary of Material Contract Terms has been provided with this RFP. If a firm submitting a proposal objects to any of the terms contained therein, it must indicate the specific terms objected to and provide specific replacement language the firm would like to have included, if any. The City will consider exceptions to the Material Contract Terms when selecting the successful respondent.

IV. PRICE PROPOSAL

The price proposal should be in a **separate sealed envelope labeled “Price Proposal”**. It must include the following components:

A. FOR THE FIRST YEAR OF THE CONTRACT FOR SERVICES:

1. Projected level of effort including staff hours that are expected to perform the activities required to operate and maintain the facilities and annual compensation for the labor.
2. Annual expenses related to equipment such as vehicles provided by the Firm.
3. An annual cost for routine supplies and material such as grease, oil and paint provided by the Firm and method of cost recovery.

B. OTHER SERVICES

1. Provide basis of cost related to providing personnel for requested services under the proposal not covered by the above annual costs.
2. Provide basis for compensation for work in response to emergency calls, complaints and other requested services provided.
3. Provide method of cost adjustment proposed for future years of the contract.

V. FIRM’S RESPONSIBILITIES

1. Provide at the City’s request, a Performance Bond for the value of the first proposed contract at no cost to the City
2. Assume all cost for any fines or penalties levied against the City for improper operation of the plants and lift stations by the Firm.
3. Provide insurance coverage for the General and Public Liability, Property Damage and Workman’s Compensation Insurance per requirements of State of Michigan.
4. Operate and maintain the facilities in a manner to maintain compliance with all regulatory requirements.

VI. CITY'S RESPONSIBILITIES

1. Appropriate Fire and Liability Insurance coverage for buildings, equipment and structures.
2. Access to all facilities associated with the project's operation.
3. Operation and maintenance of the water distribution system, cross-connection program, wastewater and storm water collection/conveyance systems except for the lift stations.
4. Use of small equipment and some tools currently owned by the City associated with the project operation.
5. Provide the Firm access to historical utility operational and maintenance records.
6. Telephone, electrical and natural gas service, chemicals required for the process operations and spare parts.
7. Obtain and maintain easements, licenses, permits and warranties.
8. The City shall designate an individual to act as liaison with the Firm in connection with the performance of services under this proposal.

VII. EVALUATION OF PROPOSAL

All proposals received shall be subjected to an evaluation by representatives of the City. The following factors will be considered in making the selection.

1. Qualification of Firm. The number of similar plants (oxidation ditch) operated, the qualifications of the personnel proposed to operate Milan's facilities, familiarity of Milan's facilities and references provided.
2. Work Plan. The Firm's understanding of the scope of work and their approach to perform the work.
3. Price. The City of Milan reserves the right to negotiate a final project price and scope that provides the greatest value regarding the cost versus services provided.

SUMMARY OF
MATERIAL CONTRACT TERMS FOR

OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

FOR
CITY OF MILAN
WATER AND WASTEWATER TREATMENT
PLANTS AND SYSTEMS

INDEMNITY AND LIABILITY

1. CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any liability for bodily injury, including death, and damage to tangible property claimed by third parties to the extent arising from CONTRACTOR's negligence or willful misconduct in the performance of or arising out of the performance of the services.
2. CONTRACTOR shall reimburse CITY for those fines and civil penalties, imposed by a regulatory agency on CITY during the term of this AGREEMENT for violations of the CITY'S NPDES Permit, caused by CONTRACTOR'S negligence, willful misconduct or failure to properly perform the services. CONTRACTOR shall be given full authority to contest such violations and CITY shall assist CONTRACTOR in all such proceedings.

INSURANCE

1. CONTRACTOR shall provide the following insurances throughout the term of the AGREEMENT, and shall provide to CITY Certificates of Insurance demonstrating compliance with this provision:
 - a. Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Michigan.
 - b. Comprehensive general liability insurance for bodily injury and/or property damage with \$5,000,000, combined single limits, per occurrence and in the aggregate.
 - c. Adequate property insurance for its equipment and real and personal property including, but not limited to, extended coverage.

DISPUTE RESOLUTION and LIQUIDATED DAMAGES

1. a. Dispute Resolution – Initial Attempts
 - i. CONTRACTOR has the duty to promptly seek clarification and resolution of any error, omission, issue, discrepancy, misunderstanding, conflicts or dispute arising from questions concerning contract interpretations or acceptable fulfillment of this Agreement on the part of CONTRACTOR and CITY. Any request by CONTRACTOR for additional compensation, schedule adjustment, or other dispute resolution must be filed by CONTRACTOR and submitted to CITY Representative no later than ten (10) days after discovery of the discrepancy or no later than ten (10) days after the occurrence of the event causing the dispute. CONTRACTOR's failure to provide such notice shall constitute a waiver by CONTRACTOR of any claim arising out of events occurring more than ten (10) days prior to the date notice is provided to CITY Representative.
 - ii. Once CITY receives notice of CONTRACTOR's formal request for dispute resolution, CITY shall make every reasonable effort to arrive at a timely determination. This determination shall be provided to CONTRACTOR's authorized representative in writing. All determinations, instructions and

clarifications of CITY shall be final, and CONTRACTOR shall proceed with the services in accordance with the determinations, instructions and clarifications of CITY, unless CONTRACTOR protests the CITY's resolutions within ten (10) days of receipt thereof. CONTRACTOR's failure to timely protest CITY's resolutions shall be considered a failure of a condition precedent to any other course of action and shall be deemed an express waiver by CONTRACTOR of all its rights to further protest, whether through arbitration, litigation or otherwise.

- b. Dispute Resolution - Mediation.
 - i. Unless the parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:
 - A. The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
 - B. In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to 9.1.1 above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The parties may, by mutual written agreement, extend the time periods required under this subparagraph.
 - C. The purpose of mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
 - c. In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law.
 - d. During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.
- 2. Liquidated Damages. In the event the CONTRACTOR [fails to perform the services and such failure results in harm to the public health, safety and welfare, or CONTRACTOR fails to notify CITY of the occurrence of any incident or condition in the Systems that requires notice to the public under any permit, environmental law or is otherwise necessary in order to protect the public health, safety and welfare (in each case, a "Safety Violation")], or for any improper use or release of Confidential Information (defined below), the CITY will incur significant damages resulting therefrom. The parties agree that the amount of the CITY's damages in such event is extremely difficult if not impossible to ascertain. Accordingly, in the event of a Safety

Violation by the CONTRACTOR, the CONTRACTOR shall be responsible for liquidated damages from the date of the Safety Violation through the date the Safety Violation is remedied in the amount of \$2,000 per each full or partial day (the "Liquidated Damages"). The CONTRACTOR acknowledges and agrees that the actual damages which the CITY will suffer in the event of a Safety Violation or for any improper use or release of Confidential Information (defined below), are difficult, if not impossible to determine, and that the Liquidated Damages described herein are a fair and reasonable estimate of the damages which the CITY is expected to suffer in the event of such Safety Violation or for any improper use or release of Confidential Information (defined below). The CONTRACTOR waives the argument that the Liquidated Damages are a penalty. Any Liquidated Damages shall be immediately due and payable to the CITY upon demand, together with interest from the date of such demand at the maximum rate permitted by law.

GENERAL REPRESENTATIONS

CONTRACTOR represents and warrants that:

1. CONTRACTOR is qualified to perform the services in the State of Michigan. Execution, delivery and performance by CONTRACTOR of this Agreement have been authorized by all necessary action on behalf of CONTRACTOR.
2. The execution, delivery and performance by CONTRACTOR under this Agreement does not conflict or result in the breach of any applicable laws, any judgment or decree of any court, or any agreement to which CONTRACTOR is a party.
3. As of the date of this Agreement, CONTRACTOR is not debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving any federal, state, or local unit of government contracts.

CONTRACTOR COVENANTS

CONTRACTOR will comply with all applicable federal, state and local laws, ordinances, industry standards, codes, regulations and executive orders or decrees, including but not limited to all environmental and pollution control laws applicable to the Systems, (3) laws of bodies or tribunals having any jurisdiction or authority over the Services, (4) OSHA and MIOSHA and (5) and any rules or regulations of the CITY relating to health, safety or performance of the Services. If any discrepancy or inconsistency should be discovered between the Agreement and any such laws, CONTRACTOR shall immediately report the same in writing to the CITY. CONTRACTOR shall be responsible for CONTRACTOR personnel's compliance with such laws and shall be liable for all fines levied as a result of a violation of such laws by CONTRACTOR or its personnel.

CONFIDENTIALITY

1. "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that CITY considers confidential or proprietary, including information consisting of or relating to the CITY's business operations, plans, strategies, and pricing, as well as information regarding the operation and function of the CITY

water and wastewater treatment and plant systems, such as SCADA information. CONTRACTOR acknowledges and agrees that all Confidential Information provided to or accessed by CONTRACTOR or generated during CONTRACTOR's performance of the services is considered proprietary and confidential by CITY, unless otherwise designated. The information is and shall, at all times, remain the property of CITY.

2. Confidential Information shall be used by CONTRACTOR only in connection with performing the services, and CONTRACTOR shall limit its disclosure of such information to the extent necessary to perform the services or other obligations under the Agreement. Without prior written consent of the CITY, CONTRACTOR shall not disclose Confidential Information to any individual except for its employees who need to know that information and to the following representatives of the CITY: City Administrator, DPW Director, Mayor, or any other CITY representative designated in writing (the "CITY DESIGNEES"). Except for CITY DESIGNEES, CONTRACTOR shall advise such persons of the existence of this Agreement, of the confidential nature of the information and of CONTRACTOR's obligations regarding same under this Agreement. Except as otherwise provided herein, CONTRACTOR and its personnel shall not disclose such Confidential Information to any other person for any reason or purpose whatsoever.
3. In the event of a breach or threatened breach of this section by CONTRACTOR or its personnel, CITY shall be entitled to an injunction restraining such conduct. Nothing herein shall be construed as prohibiting CITY from pursuing any other remedies available to CITY for such breach or threatened breach. CONTRACTOR shall be responsible for any breach of these confidentiality obligations by its personnel.
4. CONTRACTOR and its employees shall not be required to protect or hold in confidence any such information which (1) becomes known to the public through no act or omission of CONTRACTOR or its personnel; or (2) is ordered to be disclosed by a court or administrative agency.
5. In the event that CONTRACTOR is requested or required under compulsion of legal process to disclose such information, CONTRACTOR shall not, unless required by law, disclose the information until CITY has first (1) received prompt written notice of such request or requirements to disclose and (2) had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the information. CONTRACTOR shall not oppose actions by CITY to assure such confidential treatment.
6. No publications or advisements concerning the subject matter of the Agreement, CITY's name and/or logo, or photographs of the services or Systems or any portions thereof shall be made by or on behalf of CONTRACTOR or its personnel without prior written authorization from CITY.