



THE CITY OF

JARRELL

Request for Qualifications and Proposals for Operation & Management of Municipal Water & Wastewater System Water & Wastewater Treatment Plants

Issue Date: May 24, 2023

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1. BACKGROUND AND GENERAL INFORMATION

The City of Jarrell (“the City”), is a general law A municipality located in Williamson County, Texas, and is soliciting proposals from qualified and interested firms for the complete or partial management, operation, and utility billing of its municipal water and wastewater collection, treatment, and disposal system located within Williamson and Bell counties.

1.1 Background

See Appendix A for detailed information on the history of the City as well as information on the City’s facilities, distribution and collection systems, and demographics of the region.

1.2 Authority for Procurement

This procurement falls under the statutory authority of the Texas Local Government Code, which authorizes the City to enter into an agreement with one or more persons to provide personnel, equipment, systems, facilities, and services necessary to operate water and wastewater treatment facilities.

1.3 Environmental Impact

It is in the intent of the City to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, City need, availability, and sound financial considerations. Please note that the System is in an environmentally sensitive geographical area, which may be subject to more stringent requirements and regulations to protect the environment.

1.4 City Organizational Structure

The City is the contracting party for this procurement. The City is overseen by a 6 member City Council of elected officials. A City Manager handles the daily operational aspects of the City and directly reports to the City Council. All contracts or awards must be approved by the duly elected City Council to be effective.

1.5 Sales Tax

Purchases made for public use are exempt from the state sales tax and Federal excise tax. Do not include tax in response pricing unless otherwise specified in the RFP. State sales tax and Federal excise tax exemption certificates will be furnished by the City upon request.

1.6 Proposal Costs

The City is not liable for any costs incurred by the Proposer in responding to this RFP.

2. SCOPE OF WORK

2.1 Description of Systems

The City provides water by a series of City owned wells and surface water from Lake Granger via Brazos River Authority line which is accessed through an agreement with the Lonestar Regional Water Authority. Water storage and pressurization equipment is located at our main office, 161 Town Center Blvd., Jarrell, TX 76537. It consists of:

- Three groundwater wells: Well 1 (395 gpm), Well 6 (135 gpm), and Well 7 (135 gpm)
- One 300,000-gallon elevated storage tank
- One standpipe tank -located on 351 County Road 310, Jarrell, TX 76537
- Two 125-HP booster pumps
- One diesel generator on site at the elevated tank

South Plant located at 351 County Road 310, Jarrell, Texas 76537:

- One 91,360 Gallon standpipe
- One 10,000 Gallon Pressure Tank
- Two 20 HP Booster pumps

Aerial Photos

Figure 1 – Water Treatment Plant and Office – Located at 30° 48' 59" N 97° 36' 55" W off of 161 Town Center Blvd., Jarrell, TX 76537.

The site includes the City's elevated storage tank with a capacity of 300,000 gallons, the Ground Storage Tank with a capacity of 500,000 gallons.



Figure- 2 Well #1 – Located at 30° 49' 04" N 97° 36' 56" W off of Town Center Boulevard.

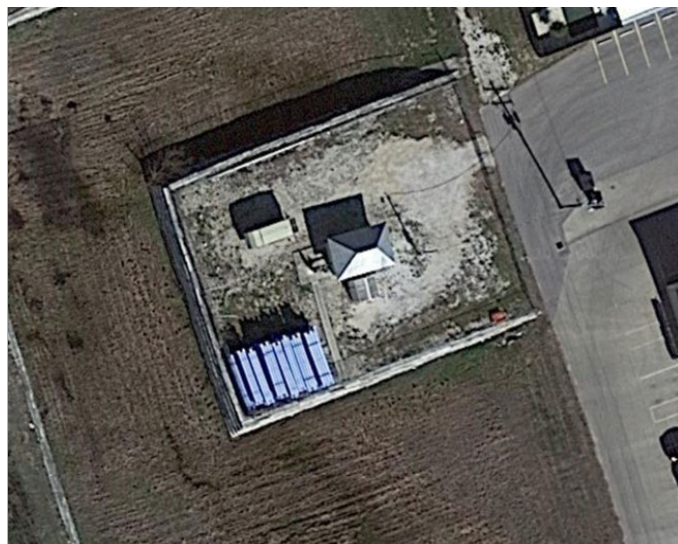


Figure- 3 Standpipe and Well 6

The Standpipe and Well 6 is the main location where Jarrell Schwertner Water Supply Corporation (JSWSC) connects with the City of Jarrell's system.



Figure- 4 Well #7 - Located 30°47'25"N 97°37'31"W off of Alsace Avenue, Jarrell, TX 76537

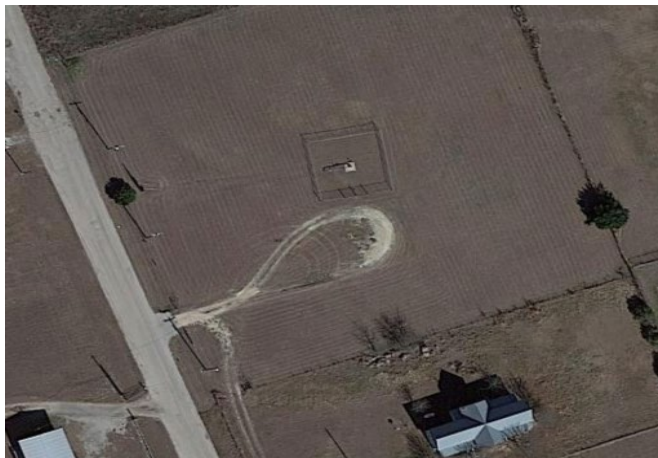


Figure 4 – Donahoe Wastewater Treatment Plant – Located at 30° 49' 31° N 97° 32' 47° W at 3600 FM 487, Jarrell, TX 76537.

The Wastewater Treatment Plant is located at FM 487, Jarrell, TX 76537. It is regulated by TPDES Permit WQ0014594001 (attached as Appendix D). It is an activated sludge plant with a current capacity of 2.0 MGD; it is undergoing construction for expansion to 4.0 MGD, due to be completed in 2025. The facility consists of the following components:

- On-site lift station (No. 7 in the list below)
- Two Aeration Basins
- Two Clarifiers (expansion will have a total of Four)
- Two Aerobic Digesters
- Two Chlorine Contact Chambers
- Gas Chlorine system for disinfection



The City system also has the following lift stations:

- 1st St. Lift Station, Jarrell, TX 77539 - 30° 49' 48" N 97° 36' 47" W



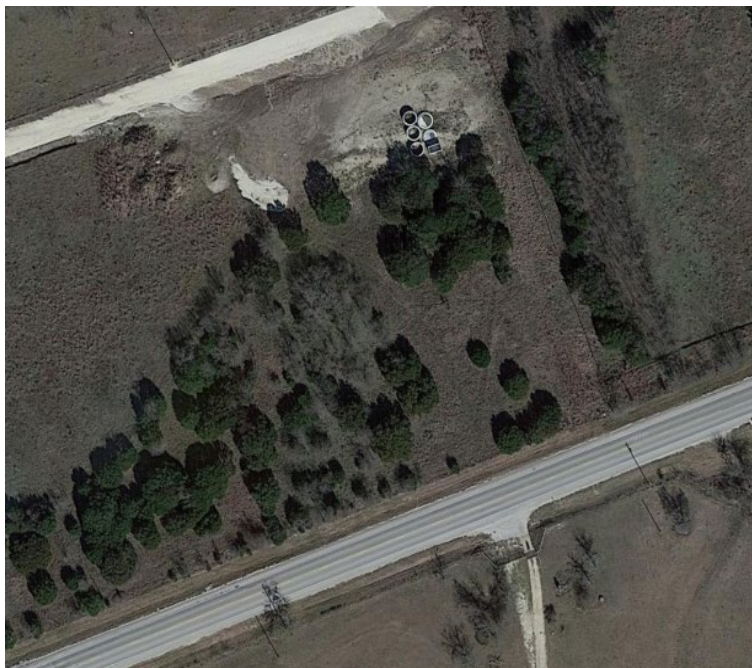
- Double Creek Lift Station, Jarrell, TX 76537 - 30° 50' 04" N 97° 37' 11" W



- Home Place Lift Station, Jarrell, TX 76537 - 30° 49' 18" N 97° 37' 15" W



- Balcones Lift Station, FM 487, Jarrell, TX 76537 - 30° 48' 45" N 97° 38' 13" W -Under Construction



- Rancho Del Cielo Lift Station located at: 598 Ranch del Cielo Loop, Jarrell, TX 76537



2.2 Contractor Scope of Work

2.2.1 General

The City is requesting proposals from qualified providers interested in providing operation and maintenance services for the water and wastewater systems. The City seeks a Proposal to provide all of the management, staff, equipment, materials, and supplies required to efficiently and cost effectively manage, maintain, and operate the System in compliance with the Permit and all applicable laws and regulations. The successful contractor will be capable of providing the services described below. The final award of this bid is subject to the successful negotiation of a mutual agreed upon Operations and Maintenance Agreement (the “Operating Agreement”) as further described in section 4.6 below. The Proposer shall provide the specified service requirements in accordance with all applicable local, federal, and state laws, rules, and regulations necessary to perform the service.

The Proposer shall maintain all required licenses and certifications throughout the term of the contract. When required, the Proposed shall furnish the City satisfactory proof of its compliance. The Scope of Services shall be categorized into a) Base Services, b) Repairs, and c) Additional Services.

2.2.2 Base Services

The Licensed Contractor will be responsible for assuring that water and wastewater is stored, treated, conveyed, and discharged in accordance with all Permits and all other applicable federal, state, and local laws governing such actions.

The Contractor will be required to maintain and operate the water and wastewater systems, inclusive of the treatment facilities and distribution & collection network.

The Contractor will be required to retain staff with a sufficient number of certified, qualified employees, including administrative, operational, technical, laboratory and clerical, meeting all relevant State of Texas requirements and certifications regarding water and wastewater treatment operations and maintenance, and are capable of demonstrating experience necessary to operate and maintain the facility. The City will retain staff necessary to maintain office operations such as receiving and processing payments, preparation and mailing of monthly customer billing, and general bookkeeping. The City has management staff to provide guidance to the Contractor and act as representatives of City Council. The Contractor shall designate, at a minimum, one staff member as on-call to respond to alarms and emergency calls 24 hours per day, 7 days per week, within one hour of its occurrence. The Contractor shall be responsible for the operation and maintenance of the System primarily through the use of its own employees but may subcontract with individuals or other entities for discrete tasks or responsibilities subject to the City's approval in writing of any such subcontracts. All bids for materials, supplies, and services by the operator shall be prepared and solicitations performed under the same public procurement laws and regulations governing the City. The Contractor shall perform with a minimum of active participation by the City and so as to provide retail water and sewer service to authorized System users within the City's boundaries, all as required by, and subject to, the provisions of the Operating Agreement. However, the City reserves the perpetual right to inspect the operations, and any and all facilities, books, records, and activities of the Contractor related to the System.

The Contractor shall be responsible for all sampling, inspection, and reporting required by the Permits and applicable laws or regulations; however, except in case of emergency, no reporting shall be submitted to any applicable regulatory authority without the City's review and approval. In case of emergency, all reasonable attempts shall be made to contact the City representatives before filing any regulatory reports. In addition, the Contractor shall also track and report to the City any issues arising from service to the users. After reporting to the City and with the City's consent, the Contractor will respond to the City and its system users.

The contractor shall pay all costs incurred as a result of normal operations except as otherwise included in Section 2.3, City Responsibilities.

All data collected in the operation and maintenance of the plant shall be electronically recorded and maintained on one or more computer databases, including but not limited to:

- telemetry and other flow measurements (influent, effluent, disposal volumes, etc.)
- sampling and testing data
- inspection records
- rainfall data
- customer complaints
- other customer contacts
- regulatory agency contacts and correspondence
- maintenance records (including preventative maintenance)

- equipment and supply purchases, use, and inventory
- hours on location
- operator records of any other operational activity in the System

In addition, the City maintains a GIS system and may request the Contractor to provide detailed information regarding operations in order to facilitate updates to this system by City management. If significant cost impacts to the Contractor occur from this effort, both the Contractor and the City shall discuss remedies to the situation.

Contractor is expected to perform preventative maintenance for the system. Corrective maintenance is covered under “Maintenance, Repairs, and Replacement”.

Contractor is expected to document field services related to customer service, which includes such items as meter re-reads, water quality complaints, turn on and turn off of water services, and low-pressure investigations. The Contractor shall take into account the positive impact due to the Master Meter AMR technology currently being utilized by the City’s meters.

The Contractor shall flush hydrants as reasonably needed.

The Contractor shall perform lift station maintenance at least quarterly, to include pressure wash, removal, and disposal of accumulated solids, debris, and grease from each of the City’s lift stations.

The Contractor shall inspect the System’s fire hydrants annually and provide a written report to the City. The Contractor shall make recommendations regarding repairs or maintenance needed; provided, however, any non-working fire hydrants shall immediately be repaired. A written report shall be submitted to Williamson County Emergency Services District #5 as requested by the City.

The Contractor shall make timely recommendations for Capital Improvements in writing for capacity expansion, operation improvement, regulatory compliance, and safety improvement to the City for inclusion in the City’s Capital Improvement Plan.

The Contractor shall maintain general aesthetics for all facilities, such as keeping floors and spaces free of chemicals and debris, proper storage of equipment, tools, and materials, proper trimming of trees, shrubs, grass shall be maintained, and other grounds shall be kept free of noxious weeds.

The Contractor shall maintain all manufacturer’s warranties on new equipment purchased by the City and will assist the City in the enforcement of all existing equipment warranties and guarantees.

The Contractor shall operate all facilities such that odor, noise, and other negative effects shall be controlled, and that adjacent neighborhoods and property owners are not disrupted within the design capacity and capability of the facilities.

The Contractor shall provide the City a full accounting of all expenditures at intervals and in sufficient details as specified by the City and shall assist the City in preparation of an annual operating budget.

The Contractor shall allow the City to conduct or have conducted audits of all accounting related to operations at a time determined by the City and shall provide all documents and information requested by the City's auditors in connection with the City's annual audit for TCEQ.

The Contractor shall not be required or allowed to accept into the System wastes or other materials of any kind except as authorized by the Permit and discharged into the System through connections approved by the City.

The System shall be operated at all times in compliance with the Permit, the Operating Agreement, and all other applicable federal, state, and local laws.

The Contractor shall prepare and submit to appropriate agencies all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. Contractor shall comply with all current local, state, and federal notice and reporting requirements regarding violations, upsets, excursions, or emergencies related to the facilities.

The Contractor shall provide for the disposal of screenings, grit, scum, sludges, and biosolids to disposal sites.

The Contractor shall coordinate the purchase and delivery of all chemicals necessary for the operation of the systems. The Contractor shall work with the City to leverage purchasing advantages including such items as cooperative and interlocal agreements.

The Contractor shall perform all laboratory testing and sampling currently required by State and EPA regulations, as well as perform sufficient process control testing and sampling to ensure compliance.

The Contractor shall provide and document all repairs and preventative maintenance for the Water and Wastewater Facilities and provide the City with a monthly report to include work activity and expenditures.

The Contractor shall assist the City with the TPDES permit renewal process by providing information within Company's possession and control. Any additional assistance requested by the City will be handled as a Change in Scope.

The Contractor shall provide computerized maintenance, process control, and laboratory management systems. City shall have the right to inspect these records during normal business hours. The maintenance program will include the documentation of spare parts inventory. The lab program will contain approved quality control systems and analytical data entry.

The Contractor shall provide a written monthly report to the City of sufficient detail to fully explain all operations and maintenance activities for the month. This report must be submitted to the City by the second Tuesday of every month.

2.2.3 Repairs

The Contractor shall provide personnel, tools, and equipment to perform repairs and replacement on the System facilities, equipment, plants, collection, and distribution systems as authorized by

the City including, but not limited to:

- Service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, repair of pumps, motors, valves, and other equipment or facilities
- Calibration and servicing of instrumentation, control systems, and other equipment
- Other maintenance as necessary, which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment

The Contractor shall use a reasonable degree of care with respect to the replacement of equipment or facilities but shall not be responsible to the City for any guarantees or warranties offered by others in connection with such equipment or facilities. The Contractor agrees to make reasonable efforts to obtain for and assign to the City the normal guarantees or warranties associated with any replacement equipment.

In an effort to reduce cost, the Contractor shall attempt to schedule and perform these services during normal working hours, excluding holidays and weekends. Non-emergency work shall not be billed on an overtime rate unless prior approval is obtained from the City in writing.

The Contractor shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, and 365 days per year. Emergencies shall include, but not be limited to: water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewer collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by the City or its representatives or response to insistent resident concerns, when necessary, to maintain good City relations. Personnel shall be dispatched within an hour of notification.

The Contractor shall be paid for all materials and supplies used to provide services under this Agreement.

The City may request additional services to be performed by the Company. The fees and frequencies for these additional services shall be included in the Operations Agreement.

Additional services may include, but are not limited to:

- Cleaning and televising of sewer lines
- Water meter installation or replacement
- Customer service inspections
- Backflow prevention inspections
- Grease trap inspections
- Fire hydrant, valve, manhole, and sewer line infiltration/inflow surveys consisting of onsite visual inspection of facilities, smoke testing and video monitoring (TV inspection) as appropriate.
- Perform or participate in the rehabilitation of the sewer system to correct defects discovered by the infiltration/inflow survey

2.3 City Responsibilities

The City Manager will facilitate Operator activities in operating and maintaining the system. That manager will oversee the contractor's performance of and compliance with the Operating Agreement.

The City shall provide responsive advice and counsel to facilitate the Proposer's efforts.

The City shall provide access to files and information.

The City will have the right, but not the obligation, to perform periodic audits or field reviews as needed to determine whether the Contractor is operating under the requirements of federal, state, and local laws, and the terms of the agreement executed between the City and the Proposer.

All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment, and vehicles presently or hereinafter acquired by the City shall remain the exclusive property of the City unless specifically provided for otherwise in this Agreement. City shall maintain and renew all warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the City for such property to the extent the maintenance thereof is not a responsibility of the Contractor hereunder.

The City shall make the capital improvements it deems necessary to provide for capacity increases, operational improvements, regulatory compliance, and safety. Any loss, damage, or injury resulting solely from the City's failure to make capital improvements when reasonably requested by the Contractor shall be the sole responsibility of the City.

The City shall pay for all electrical power costs associated with facility operations. The Contractor shall use reasonable efforts to minimize power consumption through operational efficiency. The Contractor shall be responsible for recommending energy conservation programs or plans, which the City may, in its sole discretion, implement if they require significant capital investment.

The City shall pay for all sludge hauling and disposal costs directly. The Contractor shall coordinate and schedule all sludge hauling and disposal activities.

The City shall provide to the Contractor all data in the City's possession relating to the City operations. The Contractor will reasonably rely upon the accuracy and completion of the information provided by the City.

3. PROPOSAL REQUIREMENTS AND FORMAT

3.1 Minimum Contractor Qualifications

The Proposer shall be engaged in the business of providing similar water & wastewater operations and maintenance services for a minimum of three (3) years within the most recent seven (7) years. Recent start-up businesses may not meet the requirements of this solicitation at the exclusive option of the City. A start-up business is defined as a new company that has no previous operations history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.

The Proposer shall have experience working with federal, state, or local government entities providing services similar in size and scope.

The Proposer shall be in good financial standing and current in payment of all taxes and fees.

3.2 Proposal Submission

Failure by the Proposer to submit the documentation listed below may disqualify the Proposer from consideration. The response submission shall be submitted in the format described in this section.

The Proposer shall submit one (1) signed and dated original (marked Original), six (6) copies (marked Copy), and one (1) electronic copy via thumb drive. The submission shall be in separate loose-leaf binders on one-sided, letter-size (8 ½ by 11 inch) paper, in double-spaced format. The proposal shall be tab-indexed according to the sections listed below. Include only the information specified for each section.

Responses to this RFP will be accepted until **5:00 PM on June 16, 2023**. If by hand delivery, it shall go to the City Manager at 161 Town Center Blvd., Jarrell, TX 76537. Mailed responses shall be labeled “Attn: RFP Responses – Operations & Maintenance of City Water & Wastewater Utility System”. The Proposer is responsible for verifying that the City has received the proposal. Late responses will not be considered under any circumstances and will be returned unopened to the Proposer.

All information submitted in an accepted response will be retained by the City for the period specified in the State of Texas records retention schedule. The information will not be returned to the Proposer. The Public Information Act, Government Code Chapter 552 allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the Proposed shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the Proposer in the response will be kept confidential by the City to the extent permitted by law. The City merely raises the exception on behalf of the Proposer. The City takes no legal position on disclosure. The City will use its best efforts to give the Proposer or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

Any alterations to a response made before the submission deadline shall be submitted in writing, sealed, and clearly marked “RFP Response – Operations Services. The outer envelope must clearly show postmark or receipt stamp before the submission deadline to be considered.

Responses cannot be altered or amended after the submission deadline. A response may be withdrawn, if requested in writing. The response will not be considered for award but will be retained by the City, unsealed, until after the award and successful contract. Responses will be returned upon written request when and if a contract is awarded.

The Proposer’s response will be valid for a period of 90 days after the submission deadline. The Proposer may elect to extend the validity period beyond this time at its discretion.

Only complete responses containing the required submittal documents and meeting qualifications will be considered. Minor inconsistencies or deviations may be waived at the City's sole discretion. The City will rank all proposals that are complete and responsive to the requirements of the RFP and may select the Proposer whose proposal offers the apparent best value to the City, at the City's sole discretion.

3.3 Proposal Format

3.3.1 Cover Letter and Executive Summary

The cover letter shall be limited to two (2) pages and, at a minimum, include the following:

- RFP response due date
- Respondent's (company) name
- Proposer's contact name and telephone number

The executive summary shall provide a brief introduction of the respondent and management team, plus a summary-level overview of the proposed operation., The executive summary shall be limited to five (5) pages.

3.3.2 Statement of Qualifications

The Proposer shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Proposer shall describe its qualifications as well as the qualifications of Proposer's major subcontractors, referencing specific similar projects that have been deployed by the Proposer. This section shall be limited to five (5) pages, not including project resumes, and shall include:

- Name, address, phone number, and email address for the contact person should the City have questions regarding the response submission.
- A description of related or similar services performed for three (3) years within the last seven (7) years, and the Proposer's particular tasks performed and role, whether as a subcontractor or prime contractor, or whether as the project implementer or project manager overseeing implementation by another Proposer. Each project identified by the Proposer shall identify the Proposer's Project Manager, a brief description including scope, system functionality, and project dates. Information related to the number of personnel dedicated to the reference project should also be provided. If the Proposer's Statement of Qualifications demonstrates three (3) years of similar services performed within the last seven (7) years their response will be further evaluated. Proposers that do not demonstrate that they meet the qualification criteria shall provide justifications as to why their proposal should receive further consideration.
- A summary of experience managing related or similar services of comparable size and scope to the services within the solicitation.
- Provide a summary of your TCEQ licensed employees by type and level.
- References: The Proposer shall submit a minimum of three (3) references to substantiate the qualifications and experience requirements for services with successful completion within the timeframe requested. References shall attest to the Proposer's ability to

provide the services outlined in the specification. References shall include name, point of contact, telephone number, and periods during which services were performed.

3.3.3 Technical Proposal

The Proposer shall provide a detailed description of the service delivery proposal for satisfying the scope of work outlined in Section 1.5, describing how each of the requirements of the Scope will be accomplished and by whom.

The Proposer shall describe its approach and ability to meet all of the operations and maintenance requirements, including a description of its resources and plans for routine maintenance and record keeping to prevent malfunctions and to maintain manufacturer's warranties.

Based on its experience and expertise, the Proposer may include other elements of operation and maintenance not expressly described in this RFP, with a statement of why it believes such elements are necessary or advisable to achieve the required proper operation and maintenance of the System.

The Proposer shall include a staffing plan demonstrating staff qualifications and experience, including subcontractors. This plan should describe the number of staff proposed, the functions they will perform, and the percentage of time they will be assigned to the City during the contract term. The plan should include the total number of hours, by day and by week, that the contractor will provide personnel onsite to routinely operate and maintain the System, and what backup personnel will be available in case of emergency.

The Proposer shall identify key personnel qualifications and references with a maximum of one (1) page per person. References shall substantiate the number of years of required experience of the individuals, including any proposed subcontractors who will be part of the Proposer's personnel providing the service. Each personnel profile shall include:

- Individual's name and title
- Education
- Description of qualifications and experience for the last five (5) years

The Proposer shall describe their methods and processes used to ensure quality deliverables in no more than two (2) pages. The Proposer shall provide a comprehensive, continuous, and measurable quality assurance program, and describe the policies and procedures to be used to periodically measure and report quality performance to the City throughout the term of the contract.

The Proposer shall submit a business continuity and system disaster preparedness plan describing how they propose to meet the specifications in the event emergency conditions interrupt, or threaten to interrupt, service delivery. The plan shall detail the Proposer's emergency operations, and the backup and recovery process to cover natural and other conditions that may impede normal operations.

3.3.4 Price Proposal

The Proposal shall include the monthly cost to perform Base Services, rate schedules for repairs and

any additional services that are anticipated, and an explanation of the markup that will be placed on any subcontractors that are utilized as well as any materials that are purchased. Proposer shall utilize Appendix B to outline these costs and may also include a description of their pricing structure to supplement the worksheet.

3.3.5 Appendices

The Proposal as outlined above will be supplemented by a number of documents and materials to be included in the appendices. The required appendices are shown below:

- Appendix A – one-page resumes for any proposed key management or supervisory personnel
- Appendix B – Proposer’s registration with TCEQ to perform water and wastewater operations services
- Appendix C – Proposer shall submit its most recent audited financial statements. If audited financial statements are unavailable, unaudited financial statements shall be submitted and certified as true, correct, and accurate by the chief financial officer or treasurer of the Proposer’s company. Additional information demonstrating financial stability and ability to meet the financial responsibilities for the requirement to perform this service must be included.
- Appendix D – Statement from insurance carrier verifying that Proposer is presently insured to the limits established in the Draft Service Contract.
- Appendix E – Completed Appendix B from this RFP
- Appendix F – Completed Appendix C from this RFP

4. SELECTION PROCESS AND SCHEDULE

4.1 Schedule

Schedule	Date
Advertise RFP 1st Date	Wednesday, May 24, 2023
Advertise RFP 2nd Date	Wednesday, May 31, 2023
Pre-Proposal questions and facility tour	Friday, June 2, 2023
Deadline for submittal of questions	Friday, June 9, 2023
Deadline for Response to questions	Wednesday, June 14, 2023
Proposal Due Date	Friday, June 16, 2023
Complete Review of Proposals	Thursday June 22, 2023 to Friday June 23, 2023
City Board Approves Selection	Tuesday, June 27, 2023
Negotiate and execute contract	Tuesday June 27, 2023 to Monday July 10, 2023
Begin contract operations	Monday, July 31, 2023

The City reserves the right to alter this schedule as needed.

A mandatory pre-proposal conference and facility tour will be held on **June 2, 2023** at the City's main office at 161 Town Center Blvd., Jarrell, TX 76537 starting at **9:00 AM**. The purpose of the conference is to answer questions regarding the system as well as the RFP. All companies interested in submitting a response should contact Grace Matlock g.matlock@cityofjarrell.com or 512-746-4593 no later than **June 1, 2023**, to indicate your interest in attending the conference and how many people will be attending. Responses to questions submitted in accordance with the above may be distributed at this time if available, and a tour of the existing facilities will be offered. No additional Statement of Work questions will be entertained during the tour. The ONLY questions permitted at this meeting shall be questions of an administrative nature concerning the solicitation and construction of the response.

All questions related to this RFP must be submitted via email to Grace Matlock at g.matlock@cityofjarrell.com by **5:00 PM, June 9, 2023**. Questions will be compiled, and responses will be issued to all potential proposers via email no later than **June 14, 2023**. Contacting City staff or elected officials by telephone, text, email, social media, or in-person will negatively reflect upon the affiliated Proposal. Questions and answers will be posted on the City's website at www.cityofjarrell.com. The City will not be bound by any oral statement or representation contrary to the written specifications of this RFP. Any revision, clarification, or interpretation pertaining to this RFP will be in writing and issued by the City as an Addendum. Any changes or interpretations not contained in an Addendum will not be binding on the City.

4.2 Evaluation of Proposals

Each proposal will be evaluated based on best value to the City and its ratepayers. Proposers shall not contact members of the evaluation team.

The Proposer's qualifications will initially be scored on a pass/fail basis. It is the Proposer's obligation to ensure referenced projects are relevant and the scope performed is clear to the evaluation team. If the Proposer's qualifications demonstrate the minimum qualifications, the

response will be further evaluated and ranked. Proposers that do not demonstrate that they meet the qualification criteria may not receive further consideration, and their technical responses may not be evaluated.

Responses will be evaluated and ranked based on the following scale:

- Company qualifications and experience – 30% as follows:
 - A. Experience: 20%
 - B. References: 5%
 - C. Financial Information: 5%
- Technical proposal – 45% as follows:
 - A. Operations plan: 25%
 - B. Key staff: 20%
- Price Proposal – 25%

The response may be disqualified if the City is unable to verify qualification and experience requirements from the Proposer's references. The response may be disqualified if the City receives negative responses. The City will be the sole judge of references.

4.3 Award

The City Council will conduct a meeting, either as part of the monthly regular meeting or via a special session, to review proposals and award the contract according to the apparent best value to the City, if any. The City Council may authorize the City Manager to negotiate with the apparent best value Proposer or any other Proposer. A negotiated contract will be submitted to the City Council for consideration, ratification and award, and may be subject to the successful completion of negotiations or any other conditions identified in this RFP or by the City Council. The City will attempt to negotiate the operating Agreement with the apparent best value Proposer or any other Proposer. If an agreement satisfactory to the City cannot be negotiated with that Proposer or any other Proposer, or if in the course of negotiations it appears that the proposal will not provide the City the overall best value, the City will formally end negotiations with that Proposer and, in its sole discretion, may either (1) reject all proposals, (2) modify the RFP and begin again the solicitation, or (3) proceed with and attempt to negotiate an agreement with another Proposer.

4.4 Type of Award

One agreement shall be awarded to a single Proposer or joint venture. The initial term shall be one (1) calendar year, beginning **July 31, 2023**, with the terms for extension and renewal to be included in the negotiation of the Operating Agreement. Any and all extensions may be as short as 90 days and as long as one year. Each extension may include changes in scope and pricing, as dictated by industry trends and operational costs incurred through the preceding contract term.

4.5 Operating Agreement

The City will attempt to negotiate an Operating Agreement with the most highly qualified proposer that sets forth the duties and responsibilities of the parties with respect to the operation and maintenance of the System including: the tasks described in this RFP; the term and termination of the Agreement; Force Majeure, the operator's indemnification and insurance requirements, and

the operator's performance bond. If negotiations are successful, execution of the final Operating Agreement is contingent upon and subject to approval by the City Council. Furthermore, the statements in this RFP neither dictate the contract terms nor bind the City, its attorney, or its staff in its negotiation, drafting, or final approval of the Operating Agreement.

A termination for convenience clause shall be included in the Operating Agreement. Except as otherwise provided in the final Operating Agreement, the City, by written notice to the operator, may terminate the Contract, in whole or in part, when the City determines, in its sole discretion that it is in the City's interest to do so. The Contractor shall not furnish any product or service after the termination date stated within the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The termination notice shall state: 1) termination date; and 2) continued portion of the Contract to be completed, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

Except as specifically provided for in the Operating Agreement, all rights, and obligations of the parties to one another that have not yet accrued before termination shall terminate with the Operating Agreement.

The Operating Agreement shall include provisions requiring the operator to provide a performance bond, as well as any other provisions as the City may require.

APPENDICES

A – City Details

B – Operator Base Rate Worksheet

C – Operator Questionnaire

D – TPDES Permit

Appendix A – City Details

City of Jarrell (the "City"), a general law A city, incorporated in 2001. The City lies within the extraterritorial jurisdiction of the City of Texas City, Texas (the "City" or "Jarrell"). The City covers roughly 5 square miles.

The City is located on both sides of Interstate Highway 35, between the cities of Salado to the North and Georgetown to the south. Development of what would become the City of Jarrell began in the early 1900s.

The City provides water, wastewater and drainage facilities to its residents and surrounding developments. Most drainage facilities are managed by the various HOAs, MUD Districts, and/or the County. As of January 31st, 2023, there were approximately 650 City water customers. City sewer customers include 4,969 customers located in the Sonterra and Coolwater MUDs. 2,792 active single-family home connections in the City. There are currently 4 lift stations and one under construction. Each lift station features submersible pumping equipment and two of the 5 have/will have a dedicated diesel-powered generator.

The wastewater plant is permitted for 4.0 MGD and currently rated for 2.0 MGD but is currently undergoing design for expansion to 4.0 MGD. The new facility will require an A licensed operator. While a 150 lb. chlorine gas cylinders are currently used for disinfection, the new facility will be utilizing 1 ton Chlorine cylinders and Sulphur Dioxide for dechlorination. There is an on-site diesel generator that is appropriately sized to service the existing facility.

The City receives pre-treated water from Lone Star Regional Water Authority through a regional surface water treatment plant (Lake Granger). The City has three ground water wells, as well as 2 ground storage tanks, 1 elevated storage tank (0.3 MG), 4 booster pumps, and 1 High Pressure Tank.

The City has approximately 20 square miles of City and ETJ coverage. Development includes 87% single family residential homes, 9% commercial, and 4% multifamily. The average market value as shown on the 2021 tax roll of the City prepared by the Williamson County Appraisal District is approximately \$306,718.

Commercial development in and around the City includes , a neighborhood grocery store, RV Parks, rock quarries, agriculture and various other retail and service establishments. Fire protection is provided by Williamson County ESD #5.

The City currently bills in arrears by 1 month, with the due date set as the 15th of each month. Late Notices are typically sent out on the 19th of the month. On average, 20-30 accounts are scheduled for cut off due to non-payment each month.

Appendix B – Operator Base Rate Worksheet

BASE FEES ADMINISTRATION RELATED

BASE MONTHLY FEE

\$[INSERT AMOUNT] per single family residential connection AND
 \$[INSERT AMOUNT] per each commercial / multi-family equivalent connection. (10,000 gallons of water used).

Administration

Meter Reads [approximately 2900]

Meter Re-Reads

Production and Distribution of CCR

Delinquent Letters

Turn Off/On – Non-Payment

Transfer of Accounts

Stationery and Envelopes

Postage

Photocopies

Facsimiles

Internet Access Fees

Record Storage

Attendance at Board Meeting

Meeting Preparation

Monthly Bill Processing

Monthly Bacteriological Sampling

Engineer to provide # of samples required

Subcontractor Invoices

% Mark Up

Weekly Survey of City

Monthly Dead-End Flushing

Engineer to provide # of times required per month

Annual Hydrant Flushing

Engineer to provide # of hydrants

BASE WATER PLANT

\$ _____ per month. (Insert Amount)

FACILITY FEE PER FACILITY

Water Plant Facility

Facility Check – 7 days/week
TCEQ Monthly Reporting
MRDL System Disinfection Level Testing – 7 days/week
Quarterly MRDL Reporting to TCEQ
General Lubrication (PM)
Site Debris Clean-up
Exercising Generator (Weekly)
Auto Dialer Testing
Lawn Maintenance
Subcontractor Invoices
% Mark Up

Included in Base Fee?

Indicate YES or
NO

If NO, what is the
cost?

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BASE WASTEWATER PLANT

\$ _____ per month. (Insert Amount)

Wastewater Plant Facility

Facility Check – 7 days/week
Disinfection level monitoring – 7 days/week
TCEQ Monthly Reporting
General Lubrication (PM)
Clarifier Cleaning
Site Debris Clean-up
Exercising Generator (Weekly)
Auto Dialer Testing
Lawn Maintenance
Subcontractor Invoices
% Mark Up

Included in Base Fee?

Indicate YES or
NO

If NO, what is the
cost?

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BASE LIFT STATION**FACILITY FEE PER FACILITY**

\$ _____ per month. (Insert Amount)

Included in Base Fee?

Indicate YES or
NO

If NO, what is the
cost?

Lift Station Plant Facility
Facility Check – 3 days/week
General Lubrication (PM)
Site Debris Clean-up
Lawn Maintenance

_____	_____
_____	_____
_____	_____
_____	_____

Subcontractor Invoices _____
 % Mark Up _____

LABOR RATES

The following rates will be charged to the City when in the operation, maintenance, and repair of the City's facilities, additional personnel, equipment and purchased materials are used.

<u>General</u>	<u>Rate</u>	
	Regular Time Rate	Overtime Rate
Computer – I/T	_____	_____
Company Officer	_____	_____
Supervisor	_____	_____
Foreman	_____	_____
Plant Operator	_____	_____
Electrical Technician	_____	_____
Laborer/Utility Worker/Clerical	_____	_____

<u>Equipment</u>	<u>Rate</u>	
	Regular Time Rate	Overtime Rate
Utility Truck (1/2 Ton)	_____	_____
Utility Truck (1 Ton)	_____	_____
Jet Trailer	_____	_____
Utility Water Pump (2")	_____	_____
Other Equipment (Rentals)	_____	_____
Materials and Supplies	_____	_____
% Mark Up	_____	_____
Backhoe, Crew, Truck, Trailer	_____	_____
Trench Safety	_____	_____
Confined Space Entry	_____	_____
Crane Truck	_____	_____

<u>Inspections & Miscellaneous</u>	<u>Rate</u>
Standard Residential	_____
Commercial Sewer Tap Inspections	_____
Pre & Post Lot Inspe	_____
Customer Service Inspections	_____
Residential	_____
Commercial	_____

	<u>Rate</u>
Final Inspections	_____
Grease Trap Inspections	_____
Backflow Prevention certification	_____
3/4" x 5/8" Meter Change Out	_____
Meter Box and Lid change out (including labor)	_____
Meter Box Lid change out (including labor)	_____
Fire Hydrant P/M	_____

Residential Water Taps

Single Family, Short (up to 30 linear feet – add \$5.00/ft. thereafter)

5/8" x 3/4" tap and meter _____

1" tap and meter _____

Trench Safety Cost per Water Tap _____

Appendix C – Operator Questionnaire

1. Describe the history and current scale of your firm.
2. Have any Cities voluntarily terminated contracts with your firm in the past three years?
3. What software is used by your firm for billing and service order management?
4. Will there be a dedicated representative from your firm assigned to the City? How long have they been with your firm and what is their experience in the industry (including any relevant education and licensing)? How many other Cities do they manage?
5. Will there be a dedicated operator assigned to the City's facilities? How long have they been with your firm and what is their experience in the industry (including any relevant education and licensing)?
6. Will operations and maintenance staff be full-time employees of your company or subcontracted through other vendors?
7. What is the anticipated response time for service line and main line repair crews?
8. Who will be responsible for electrical repairs, mechanical repairs, and instrumentation/control system repairs? If staff, how long have they been with your firm and what is their experience in the industry (including relevant education and licensing)? If contracted, how long have they been utilized by your firm? Is there any objection to utilizing local contractors who have an established relationship with the City if their prices, response time, and quality of work are satisfactory?
9. What exp does your firm have with beneficial reuse or agricultural use, number of current clients with these types of permits?
10. Please provide a breakdown of your client base broken out whether it is a city, special districts, investor-owned utility, or other.
11. How does your firm categorize "regular business hours" and how will after-hours work be handled?
12. How does your firm handle contract price adjustments?
13. Describe the transition from in-house operations. When would you be ready to assume responsibility for the facilities?
14. Please describe your process of selecting sub-contractors: i.e., verification of insurance, legal business license etc.

15. Please provide an explanation of your company's program for preventative maintenance and repair.
16. Does your company provide GPS tracking in its vehicles?
17. For customer service-related calls and after-hours emergency calls, is your call center in house or contracted out?
18. Please provide your company's office location(s) and which office you propose to service the City's account.
19. Provide at least three references who are familiar with your firm's utility management services.
20. Is there a pre-employment process including background check and drug testing prior to employment with your company?

Appendix D – TPDES Permit

TPDES Permit No. WQ0014594001

Expires: February 27, 2025

City of Jarrell

TPDES Permit No. WQ0014594001

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Outfall Number 001

1. During the period beginning upon the date of issuance and lasting through the completion of expansion to the 2.0 million gallons per day (MGD) facility, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 1.0 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 2,431 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	10 (83)	15	25	35	Two/week	Composite
Total Suspended Solids	15 (123)	25	40	60	Two/week	Composite
Ammonia Nitrogen	2 (17)	5	10	15	Two/week	Composite
Total Dissolved Solids*	Report (Report)	N/A	Report	N/A	One/week	Composite
Chlorides*	Report (Report)	N/A	Report	N/A	One/week	Composite
<i>E. coli</i> , CFU or MPN/100 ml	126	N/A	399	N/A	Two/month	Grab

*See Other Requirement No. 9 on page 35.