



Hagerstown
Maryland

REQUEST FOR PROPOSAL

FOR

OPERATIONS AND MAINTENANCE SERVICES FOR PELLETIZER FACILITY OPERATION

Solicitation No. P1768.23

RELEASE DATE: DECEMBER 9, 2022

PROPOSAL DUE DATE: JANUARY 17, 2023, AT 2:00 PM EST

CITY OF HAGERSTOWN, MARYLAND
FINANCE DEPARTMENT

Bid Bond Required: \$150,000

KEY REMINDERS TO PROSPECTIVE PROPOSERS

1. Read the solicitation in its entirety.
2. Contact the designated purchasing official only.
3. Take advantage of the question-and-answer period.
4. Provide complete answers and descriptions.
5. Review the RFP and your proposal before submitting.
6. Submit your proposal on time, before the deadline.
7. Sign (by authorized signatory) in designated places, including acknowledging addendums.
8. **BID BOND IS REQUIRED IN THE AMOUNT OF: \$150,000. Once the City completes the selection of the contract operator and awards a contract, the City will return the Bid Bond amount to all unsuccessful bidders.**

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REQUEST FOR PROPOSAL

1.0 GENERAL INSTRUCTIONS

The City of Hagerstown, Maryland (City) will receive sealed proposals consisting of a “Request for Proposal” for the following project:

OPERATIONS AND MAINTENANCE SERVICES FOR PELLETIZER FACILITY OPERATIONS

**City of Hagerstown, Finance Department
Solicitation No. P1768.23**

1.1 Proposal Submittal Requirements

The Proposer shall provide a Technical Proposal and a Cost Proposal in separate sealed envelopes, with the labels “Technical Proposal” and “Cost Proposal” clearly visible on the cover of the two respective sealed envelopes, and submit the two sealed envelopes, within a single proposal package. The Technical and Cost Proposals must each be signed by an authorized official of the Firm.

The proposal package front cover must be clearly marked with the following statement:

**“Proposal for Operations and Maintenance Services for Pelletizer Facility Operations,
Solicitation No. P1768.23”**

1.2 Receipt of Proposals

The proposers shall submit the proposal package to the Office of the City Clerk, directed as follows:

**City of Hagerstown
Office of the City Clerk
1 East Franklin St, 2nd floor
Hagerstown, MD 21740**

The City shall receive proposals at this location no later than:

January 17, 2023, by 2:00 PM (Eastern Standard Time - EST)

The City will not assume the responsibility for any proposals mailed or delivered to any address other than: *Office of the City Clerk, 1 East Franklin Street, 2nd Floor, Hagerstown, Maryland 21740*. Proposal package received after the due date and time specified above will not be considered for the evaluation process, and will be returned unopened, to the Proposer. **The City will not accept Proposals sent via FAX or EMAIL.**

Proposers shall submit proposals between the hours of 8:00 AM and 4:00 PM, Monday through Friday, except federal holiday, which then may be delivered by hand on the following business day, not later than **January 17, 2023, by 2:00 PM, EST.**

The Proposer shall submit a Proposal in accordance with the content and format requirements set forth in this RFP. The Technical and Cost Proposals must be bound separately and typewritten on 8-1/2" x 11" paper in English and must be a minimum of 11-point font size for the main sections of the Technical and Cost Proposals.

Proposals submitted for consideration should follow the format and order of presentation described below:

1. A signed cover letter including the company's name, address, Proposer's name, Proposer's title, Proposer's telephone number, and Proposer's email address.
2. One (1) signed hardcopy of the original proposal in a sealed envelope, marked [Original] "**Proposal for Operations and Maintenance Services for Pelletizer Facility Operations, Proposal No. P1768.23**"; four (4) additional hardcopies of the signed proposal in a sealed envelope, marked [Copy] "**Proposal for Operations and Maintenance Services for Pelletizer Facility Operations, Proposal No. P1768.23**"; and two (2) digitally signed proposal on USB drive in PDF format, marked "**Proposal for Operations and Maintenance Services for the Pelletizer Facility Operations, Proposal No. P1768.23**".
3. All required attachments to be submitted along with both the electronic and hardcopy proposal submissions.

Proposers should ensure to notate clearly the **Name of the Proposer**, the **Solicitation Number**, and the **Title of the RFP**. This information is critical to the Finance Department to identify proposals. Proposals that fail to meet these requirements will be disqualified from further consideration.

The RFP and instructions may be found via electronic format on the City of Hagerstown's website at <http://www.hagerstownmd.org/bids.aspx>. Prospective vendors are responsible for making copies as required to satisfy their needs. The City is the sole entity authorized to provide this RFP package and any associated Addendums to interested companies or individuals. Firms who are working with an RFP package from another source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package. Addendums will be posted to the City's website. Check the webpage for the particular proposal solicitation for any posted addendum(s).

1.3 Proposer Inquiries

Proposers shall submit ONLY written questions, related to the RFP, to:

Email: Tfrench@hagerstownmd.org

All questions must be addressed to Tyler French and must be received **no later than 5:00 PM EST on Tuesday, December 30, 2022**. The City will provide responses to the questions via multiple addenda. It is anticipated to issue multiple addenda during the advertisement period to ensure timely responses. **No time extension to the proposal deadline will be provided.**

It is the sole responsibility of the Proposers to watch for any addenda the City issues pertinent to this RFP solicitation. The City does not accept any responsibility or liability if Proposers fail to check for addenda and therefore submit incomplete or inaccurate Proposals.

By responding to this RFP, the Proposer agrees to the City's required Contract Terms and Conditions as provided in the Sample Draft Professional Services Agreement in Attachment E (to be provided by Addendum) and therefore waives any future right to contest the required provisions.

2.0 INTRODUCTION

2.1 Background

The City of Hagerstown (City) owns and operates a wastewater treatment plant (WWTP), which is capable of treating up to 8.0 million gallons per day (mgd) of wastewater generated inside the city limits and in Washington County. The City also operates 25 pump stations and a network of wastewater collection system. With an average flow of approximately 6.0 mgd, the liquid treatment at the plant consists of headworks and preliminary treatment, primary clarification, biological nutrient removal (BNR) treatment for the removal of biological and chemical oxygen demand, phosphorus and nitrogen, and secondary clarification. The secondary effluent is filtered using upflow continuous backwash (UCB) filters, disinfected, and discharged to Antietam Creek via an unnamed tributary. Biosolids produced from the primary and secondary sedimentation processes are co-thickened using a dissolved air flotation thickener and pumped to a sludge holding tank. The thickened solids from the sludge holding tank are pumped to a Pelletizer Facility to generate a dried biosolids product for beneficial use. A WWTP site plan, a liquid process flow schematic and a solids process flow schematic are included in Appendix A.

The City's Pelletizer Facility was built in the late 1980s and was most recently upgraded in 2019. The record drawings from the 2019 upgrades are included in Appendix B. While this is the most up-to-date set of drawings the City has for the Facility, some of the final changes and modifications made to the original design may not have been fully captured in this drawing set. The Pelletizer Facility includes Belt Filter Press (BFP) dewatering for the thickened solids, pelletizer and ancillary solids and air handling equipment for drying the dewatered solids, a product storage silo, and a product loadout station equipped with a truck weighing scale. While the Pelletizer Facility is owned by the City, it is currently operated and maintained by a private contractor, Synagro. The City's operating agreement with Synagro will expire on September 23, 2023, and its re-bid is the subject of this RFP. The new Contractor will be responsible for dewatering and drying the thickened solids, and marketing and selling, or otherwise disposing of the dried biosolids product. The City expects the contract services to be for a period of up to ten (10) years at the lowest possible cost while meeting all regulatory and operational commitments for the Facility.

2.1.1 Pelletizer Facility Process Overview

The Pelletizer Facility comprises solids dewatering and pelletization. The thickened solids from a sludge holding tank are metered and conveyed to the Pelletizer Facility, where they get fed directly to the BFP for dewatering. Prior to entering the BFP, the solids are conditioned with polymer. The polymer system for dewatering consists of a dry polymer make up system, an ageing tank, and a polymer feed pump. The dewatered solids drop into a cake hopper that feeds a progressing cavity pump, which conveys the solids to the pelletizer. The filtrate from the dewatering process flows by gravity sewer to the WWTP for treatment. The feed solids to the BFP are also treated with ferric chloride to minimize phosphorus concentrations in the filtrate.

The pelletizer consists of a single triple-pass rotary drum dryer, manufactured by Baker-Rullman, featuring a recycled biosolids stream. The dryer is rated for a maximum evaporative capacity of 6,000 pounds of water per hour. The Pelletizer Facility is currently operated 24 hours per day, 4 to 5 days per week and is staffed full-time. The Pelletizer Facility currently processes an average of approximately 60,000 gallons per day (gpd) of thickened solids at an average solids concentration of approximately 4.0 percent total solids. This translates to an average daily solids loading of 10.0 dry tons per day. The dried biosolids product generated from the Pelletizer Facility meets 40 Code of Federal Regulations (CFR) Part 503 Class A criteria. Currently, Synagro achieves more than 90 percent beneficial use for the dried biosolids product.

A summary of the monthly processing rates and performance data for the Pelletizer Facility and the analytical data for the dried biosolids from 2017 through 2022 are included in Appendix C. Table 1 provides a summary of the Pelletizer Facility’s processing data over the same time period.

Table 1 Pelletizer Facility Processing Summary (2017 to 2022)

Parameter	Quantities	Units
Average Conditions		
Average Daily Flow of Thickened Solids	60,000	gpd
Thickened Solids Concentration	4.0%	% total solids
Average Solids Flow to Pelletizer Facility	10.0	dtpd
Maximum Conditions		
Maximum Daily Flow of Thickened Solids	83,000	gpd
Thickened Solids Concentration	4.0%	% total solids
Maximum Solids Flow to Pelletizer Facility	13.8	dtpd
Minimum Conditions		
Minimum Daily Flow of Thickened Solids	45,000	gpd
Thickened Solids Concentration	4.0%	% total solids
Minimum Solids Flow to Pelletizer Facility	7.5	dtpd

The pelletizer consists of two subsystems that operate simultaneously: the solids handling system and the air handling system. The solids handling system of the pelletizer consists of a cake pump that feeds dewatered solids at a controlled rate to a pug mill-type mixer. Simultaneously, previously dried biosolids are added to the mixer from a recycled product storage bin to produce a damp, but free-flowing dryer feed mixture at a solids concentration of approximately 50 to 55% total solids. This mixture flows into the dryer by gravity. Inside the dryer, most of the moisture is evaporated through contact with hot air from the furnace. The dry solids discharge from the drum to a separator.

The dry solids, which are now in the form of discrete granules, are collected by the separator and discharged to a screw conveyor that transports the dried material to a screener. The granules are screened into four fractions: “off-spec” material or trash, oversized material, product, and fines. The off-spec material is collected in a dumpster for disposal at a landfill. Oversized granules drop into a crusher, and after size reduction, are conveyed to the recycle bin. Fines are also conveyed to the recycle bin. The recycle bin stores the dry material that is to be mixed with the dewatered solids as previously described. The properly sized granules are pneumatically conveyed to a storage silo located outdoors.

The process gas, separated from the dried solids in the separator, is treated in a series of steps to control emissions. The gas stream is first passed through two cyclones in series to remove fine particulates. The fines, removed in the cyclone separators, are conveyed to the cake hopper to be mixed with the dewatered solids for drying. Water is injected into the air duct downstream from the process induced draft fan, which pulls the process gas stream through the separator and the cyclones, to cool the process gas stream and to condense out the evaporated moisture. The condensed moisture is discharged into a floor drain. The cooled gas stream is scrubbed using two-stage chemical scrubbers and vented to the atmosphere through a stack.

There are exhaust hoods above the BFP and the cake bin to collect the odorous air, which is ducted to the inlet of the pelletizer induced draft fan. The exhaust from other process areas, administrative, and support spaces is vented directly to atmosphere.

The return wastewater flows from the Pelletizer Facility include the filtrate from dewatering, condensate from the pelletizer, and blow down from the odor control scrubbers.

2.1.2 Planned WWTP and Pelletizer Facility Improvements

The City made several modifications to the solids processing facilities in 2018 and 2019, including upgrades to thickened solids storage and pumping facilities and the Pelletizer Facility. It is believed that the design modifications made during the upgrades did not change any of the solids process parameters to impact the quality and/or quantity of solids to the Pelletizer Facility. However, per the current contractor, the dried product quality from the pelletizer has deteriorated since the upgrades. The City, in working with the City's Engineer, has identified a few possible deficiencies in the existing system/operations that are being addressed in the near future. These include:

1. Higher than typical fiber content in the primary solids stream resulting in low density product from the pelletizer.
2. Fluctuating feed rates to the BFP requiring constant adjustments to the recycled dried product feed rate to maintain feed mix characteristics to the pelletizer.
3. Inability to store dewatered solids in the cake hopper causing dewatering feed fluctuation to cascade down to the dryer.
4. Safety recommendations from the 2018 Dust Hazard Analysis (DHA) to bring the Pelletizer Facility to par with the current industry best safety practices.

A summary of the potential improvements identified for implementation is included in Appendix D.

2.2 Scope of Services

The City is engaging in a competitive solicitation process to select and enter into a long-term agreement with a qualified entity for the operation, maintenance, and management of the Pelletizer Facility.

Location: The Pelletizer Facility covered under this RFP is located at:

1 Clean Water Circle
Hagerstown, MD 21740

Pursuant to this RFP and the selection process, the City intends to establish an agreement for an initial period of ten (10) years for this solicitation, with an option for the City to extend the contract term for one additional ten (10) year term, subject to the parties entering a mutually acceptable contract amendment, prior to the end of the first 10-year term.

2.2.1 Proposer Responsibility

The Contract Operator selected for the long-term contract operations agreement will be responsible for the operations, maintenance, and management of the Pelletizer Facility, as follows:

- Operate, maintain, and manage assets at the Pelletizer Facility (dewatering, drying, and storage).
- Meet performance guarantees.
- Pay for dewatering polymer and odor control chemicals used at the Pelletizer Facility.

- Manage the marketing and distribution and/or disposal of Class A biosolids.
- Disposal of unstabilized dewatered solids, at contract operator's own expense, during an unplanned Pelletizer Facility outage, in accordance with applicable regulations.
- Acquire permit(s) required for the marketing and distribution of dried biosolids product.
- Implement preventive, predictive, and corrective maintenance practices.
- Coordinate operation and maintenance during implementation of capital improvements by the City.
- Train City's employees on emergency and safety procedures.
- Comply with the reporting requirements to the City and to the regulatory authorities.
- Provide regular updates to the City on Pelletizer Facility operations.

2.2.2 City Responsibility

The City will continue to maintain oversight and facilitate operations and maintenance of the facility, as follows:

- Maintain ownership of all assets.
- Operate, maintain, and manage the collection system, pre-treatment program, and the wastewater treatment facilities.
- Provide measured quantities of solids for on-going operation of the Pelletizer Facility.
- Provide solids that generally fall within the quality criteria specified. However, quantities and characteristics are not guaranteed. The average feed solids quality to the Pelletizer Facility pre- and post-upgrades is included in Appendix E.
- Pay for natural gas, electricity, potable water, and wastewater disposal (including suspended solids returned in the wastewater) required by the Pelletizer Facility within the guaranteed maximum utilization per dry ton of solids processed at the Pelletizer Facility.
- Pay for chemical used to control phosphorus concentration in the recycle stream from the Pelletizer Facility.
- Assign a facility coordinator to serve as the point of contact for the Contract Operator.
- Planning, funding, and implementation of major capital projects.

2.3 Objectives

Through this solicitation and subsequent selection of a contract operator, the City expects the Contract Operator to help achieve the following objectives.

2.3.1 Best-in-Class Performance

The City's overall objectives are to achieve best-in-class performance in its solids processing operations with respect to system and compliance management, financial performance, and environmental footprint.

2.3.1.1 Pelletizer Facility Operations

The Contract Operator shall operate the facilities in a manner that:

- Is in accordance with generally accepted industry standards and best practices.

- Preserves the facilities, equipment, and systems and ensures their reliability and efficiency.
- Maintains the facilities so that they are capable of being operated on a continuous, uninterrupted schedule to receive and process all solids, maintaining an availability greater than 96 percent.
- Dewateres and dries all solids received to no less than 90 percent solids on a dry weight basis and achieve temperature and residence times sufficient to meet Class A Process for Further Reduction of Pathogen (PFRP) requirements of 40 CFR Part 503.
- Captures more than 90 percent of the suspended solids delivered by the City and not more than 10 percent of the suspended solids may be discharged back to City's WWTP.
- Allows pellets to be marketed and put into beneficial use.
- Disposes of in a landfill, dewatered solids that are not pelletized and/or not distributed for beneficial use due to one or more of the following:
 - A change in regulations.
 - An uncontrollable circumstance directly affecting loading, transportation, or processing activities at the Pelletizer Facility.
 - Solids are not in accordance with 40 CFR 503.13 Table III or contains hazardous waste.

2.3.1.2 Biosolids End Use Permits

If there are modified/additional biosolids end use permit requirements in subsequent permit cycles, the Contract Operator will be expected to work with the City to ensure compliance with all existing and future permit requirements. To the extent that permit requirements are changed in the future, the Contract Operator shall make all reasonable efforts to meet requirements with existing assets at the Pelletizer Facility. Any additional operating costs associated with these changes shall be identified as soon as these changes are proposed by regulatory authorities and the Contractor and City will negotiate fair and reasonable adjustments. If the new limits cannot be achieved with existing facilities, the Contract Operator shall identify any capital improvements that will be required. The City will be responsible for implementation of any improvements in coordination with the Contract Operator. The City reserves the right to obtain third-party review and/or design of all proposed operational changes and capital improvements and to assess the most cost-effective manner of reaching new regulatory standards.

2.3.1.3 Process Modifications and Feed Solids Quality

The City is seeking to make improvements to the chemical (ferric chloride) feed system at the Pelletizer Facility to better control phosphorus concentrations in the recycle stream to the WWTP. The changes being considered include changes to the chemical feed location and/or a change in chemical, both of which may alter the quality of solids to the dewatering process and possibly impact the performance of the BFP. Once the chemical feed improvements are implemented, the Contract Operator shall work with the polymer supplier to optimize the performance of the BFP.

The City may consider anaerobic digestion of solids as a potential long-term process improvement, which may be implemented during the term of this contract. Anaerobic digestion, if implemented, is expected to reduce the quantity of solids by approximately 40 percent and also change the quality of solids conveyed to the Pelletizer Facility. The Contract Operator shall work with the City to implement any required design and/or operational changes at the Pelletizer Facility and establish new baselines for pelletizer performance with anaerobically digested solids. The other improvements being considered at the WWTP that are expected to enhance the quality of solids to the Pelletizer Facility include replacement of the existing bar screens at the

headworks and implementation of solids screening to remove extraneous materials from solids conveyed to the Pelletizer Facility. Preliminary information on these improvements is provided in Appendix D.

2.3.2 Economic Effectiveness

The City's economic objectives include cost efficiencies and effective accounting and reporting of operations and capital costs of solids processing services. The key objectives include:

2.3.2.1 Cost minimization

Cost efficiencies through operational efficiencies and sound asset management approaches.

2.3.2.2 Effective Accounting and Controls

The Contract Operator shall maintain O&M costs delineated at the major unit process level including dewatering, pelletization, and other variable costs including chemicals, electricity, and natural gas purchases. Similarly, the Contract Operator must delineate and maintain adequate accounting of all minor and/or major capital improvements-related costs.

The Proposers are also encouraged, but not required, to identify opportunities for cost savings through process modifications or other strategies.

2.3.3 Asset Management

The City has the obligation to ensure that the Pelletizer Facility assets, operated by the Contract Operator during the term of the contract, are managed, maintained, and returned to the City in a fully functional and well-maintained condition at the end of the contract term.

2.3.3.1 Asset Renewal and Replacement

The Contract Operator shall provide continuous preventive, predictive, and corrective maintenance, major repairs and replacements as needed to assure that the facilities and associated equipment are fully functional during the contract term and are returned to the City in a fully functional and well-maintained condition at the end of the contract term.

The Contract Operator shall conduct periodic condition assessments of all assets inside the Pelletizer Facility, at a sufficient level of detail, to enable reasonable determinations of remaining useful life, life extension and replacement, and to provide information for the City's capital improvements program (CIP) planning purposes.

2.3.3.2 CMMS and SCADA Systems

The Contract Operator shall implement and maintain systems including a comprehensive Computerized Maintenance Management System (CMMS) for all equipment and facilities and provide an annual report of repair and replacement of the facilities and asset condition on a detailed, item-by-item basis. The City also desires to have read-only access to CMMS data during the contract term.

The SCADA system at the Pelletizer Facility is a stand-alone system. The Contract Operator shall be responsible for the upkeep, software and hardware upgrades and enhancements (as needed) to the system over the contract term. The Contract Operator shall also provide a communication conduit from the Pelletizer Facility programmable logic controllers to the City's SCADA system for monitoring of Pelletizer Facility operations at the WWTP. The City has a separately managed SCADA system for monitoring and managing its WWTP operations, which is not part of the Contract Operator's scope.

2.3.4 Management Reporting

The City requires various technical and management reports associated with the operations and maintenance activities of the Pelletizer Facility to maintain their ownership of the facility and to ensure efficient management and service delivery. These reports shall include, at a minimum, monthly operations reports, maintenance and asset management reports, regulatory compliance reports, and air emissions reports.

2.3.5 Process Evaluation and Redesign

The City expects the Contract Operator to review the recommendations made by the City's Engineer, provided in Appendix D, to address the existing bottlenecks and inefficiencies at the Pelletizer Facility, identify any other areas requiring improvement, and propose resolution of these inefficiencies within the first six months of the engagement. Anaerobic digestion will not be included in the process improvements during this timeframe. Remediation proposals shall include sufficient detail to enable the City to reasonably evaluate the efficacy and likely cost of the remediations.

2.3.6 Miscellaneous Items

Although not explicitly stated elsewhere herein, the Contract Operator shall be responsible for all incidentals required to operate and maintain the Pelletizer Facility, and to properly support its staff. This includes but is not limited to providing the following: office supplies, cleaning sanitation supplies, tools, lubricants, wearing apparel, radios, sampling supplies, any additional furniture, purchase and or rental of machinery and vehicles (forklifts, carts, manlifts), facility security and access controls.

3.0 PROCUREMENT PROCESS

3.1 Mandatory Pre-Proposal Meeting and Onsite Facility Tour

All Proposers shall participate in a Mandatory Pre-Proposal Meeting and a Mandatory Onsite Facility Tour, following the pre-proposal meeting. The City will host the pre-proposal meeting and the facility tour on: **Thursday, December 15, 2022.**

To participate in this mandatory pre-proposal meeting and mandatory on-site facility tour, the Prime Proposer must send an **email request to TFrench@hagerstownmd.org, by 4:00 PM EST on Tuesday, December 13, 2022**, identifying the name of the company and representatives who will attend.

Mandatory Pre-Proposal Meeting:

- **Thursday, December 15th, 2022, from 10:00 am to 11:30 am EST.**

Mandatory Facility Tour:

- **Thursday, December 15th, 2022, from 1:00 pm to 4:00 pm EST.**

The Pre-Proposal Meeting will be held in the main conference room at the City's WWTP which is located at 1 Clean Water Circle, Hagerstown, MD 21740. **This will be an on-site conference only.**

The pre-proposal meeting will provide an opportunity for the Proposers to ask questions and seek clarifications on the procedural aspects of the RFP. All technical questions on the RFP will be responded to via an addenda.

All Prime Proposers who decide to submit a Proposal in response to this solicitation are invited to participate in the Onsite Facility Tour. The subcontractors of any Prime Proposer can visit the facilities only along with the Prime Proposer. No additional facility tours will be scheduled after the mandatory tour. No questions will be answered during the facility tour.

The City will share the sign-in sheet from this mandatory pre-proposal conference and the mandatory onsite facility tour with all the participants. **The tour participants must wear all required personal protective equipment (PPE), including hard hats, safety vests, safety glasses, and steel-toe shoes while in the Pelletizer Facility. The City will not provide any PPE. The tour participants must provide their own PPE. The participants will not be allowed to tour the Facility if they do not have the appropriate PPE, and a bid response will not be accepted if the mandatory Facility Tour is not completed on December 15th.**

3.2 Information Request and Contact

Proposers shall submit, in writing, any information request and/or questions pertinent to this RFP, in conformance with the procurement schedule listed in Section 3.3 of this RFP. Subject to ready availability of information, the City shall choose to provide the requested information. Proposers shall forward all written requests for information, via email, only to the following contact:

Tyler French, Procurement Administrator

Email: tfrench@hagerstownmd.org

With the exception of this person, the Proposers are not authorized to contact any other elected official, employee, consultant of the City, or City staff, regarding this RFP. Any unauthorized communications during this RFP process may be grounds for disqualification and the Proposer may be eliminated from further consideration.

3.3 Schedule

The anticipated procurement schedule is shown in Table 2 and is subject to change. The City will provide to all proposers a written notification of change in schedule, as deemed necessary, via an addendum.

Table 2 Anticipated Procurement Schedule

#	Expected Activity	Completion Date
1	Issue RFP	December 9, 2022
2	Mandatory Pre-Proposal Meeting and Site Tour	December 15, 2022, at 10:00 AM EST
3	Deadline to submit written Proposer Questions	December 30, 2022 by 5:00 PM EST
4	Issue Final Addendums (if any)	January 6, 2023
5	Proposals Due	January 17, 2023, by 2:00 PM EST
6	Proposer Interviews	Week of January 30 th , 2023
7	Proposer Notification	February 2023
8	Negotiations with the Selected Proposer	February – March 2023
9	City Council Authorization	March – April 2023
10	Transition Period	May 2023* through September 22, 2023
11	Contract Effective Date	September 23, 2023
*If the City Council approves the Contract by April 2023, the Transition Period starts on April 10 th , 2023. Otherwise, the Transition Period starts on May 1 st , 2023.		

3.4 City of Hagerstown Reservation of Rights

Without limitation, the City, including its agents and designated representatives, reserves and holds at its sole discretion the following rights and options to:

1. Prepare and issue amendments and/or addenda to the RFP prior to the Proposal submission due date and time. Such amendments and/or addenda may provide responses to Proposer questions or may modify and/or cancel any portion of work described in the RFP.
2. Seek clarifications from any or each of the Proposers in order to fully understand the nature of the submissions and to evaluate and score the Proposals.
3. Change the date for receipt of Proposals or for any other deadlines listed in this RFP.
4. To accept or reject proposals.
5. To conduct appropriate due diligence investigations on the Proposers during the procurement process and prior to engaging into a contract agreement.
6. Waive any errors in the Proposals.
7. Terminate this solicitation.

3.5 Correction of Errors in Proposals

The person authorized to sign the Proposal shall also be responsible for acknowledging any corrections to the Proposal and must initial all such corrections.

3.6 Disclosure to Third Parties

Without limitation, the Proposals received in response to this RFP solicitation will become the property of the City and will not be returned. Any non-proprietary information presented in the Proposals shall be released to third parties, subject to Freedom of Information Act (FOIA) guidelines, only on completion of this procurement process.

Proposer shall clearly indicate in their proposal submission proprietary material that is subject to non-disclosure.

The Proposer acknowledges and agrees that the City will not be responsible or liable in any way for any losses or damage that the Proposer may suffer from the disclosure of information or materials to third parties.

3.7 Proposer Expenses

The Proposers shall bear all costs and other expenses incurred in the preparation of the Proposal including attendance at the pre-proposal conference and/or interviews, any or all visits to the WWTP for facility tour(s), and meetings with or presentations to the City during the procurement, selection, and contract agreement development process. The City accepts no liability for any such costs and Proposer cannot file any claims with the City for reimbursement of the costs and expenses associated with this procurement process.

3.8 Reference Documents

During the RFP solicitation process, the City will make available relevant reference documents for Proposers to review. The City will provide access to these documents via a File Transfer Protocol (FTP) site. Proposers may be required to pay for copying costs and shipping arrangements for documents the Proposers request in paper form.

The City will strive to provide complete and reliable information in the RFP and the Appendices. However, the City bears no responsibility for the completeness or total accuracy of specific technical and background information presented in this RFP, and for other reference documents provided or made available during this solicitation process.

The City, its agents, or its consultants, will not be held liable or responsible for any statements or explanations provided other than those that the City provides in writing and issues via the Addendum process.

Should a Proposer find omissions or exceptions in this RFP document and related documents, the Proposer shall immediately notify, in writing, the City's contact listed for this RFP. The City, at its discretion, will issue a written addendum, if necessary, and notify all the Proposers via email.

3.9 Sample Draft Professional Services Agreement

The City expects to utilize the Sample Draft Professional Services Agreement presented in Attachment E (which will be provided to the bidders via an Addendum) as a framework to develop the contract with the Contract Operator. The Proposers shall provide its modified version of the Draft Professional Services Agreement with the proposal.

3.10 Access to Information

The City shall have access to all information and data kept by the Contract Operator during the term of the contract. For data requiring software systems, the Contract Operator shall provide the City at least one client license in order to access the information during the length of the contract plus one year.

4.0 PROPOSAL REQUIREMENTS

4.1 General Instructions

The City Hagerstown, Maryland will receive sealed Proposals no later than **January 17th, 2023, by 2:00 PM EST**. All Proposals to this request shall be addressed to, and sent to the address specified (for both in-person delivery and mail/courier delivery), as follows:

Attention:

**City of Hagerstown
Office of the City Clerk
1 East Franklin Street, 2nd Floor
Hagerstown, MD 21740**

The Proposer shall provide a Technical Proposal and a Cost Proposal in separate sealed envelopes, with the labels **“Technical Proposal”** and **“Cost Proposal”** and **the title of this solicitation**, clearly visible on the cover of the two respective sealed envelopes, and submit the two sealed envelopes, **within a single proposal package**. The Technical and Cost Proposals must each be signed by an authorized official of the Firm.

The single proposal package front cover must also be clearly marked with the following statement, **“Proposal for Operations and Maintenance Services for Pelletizer Facility Operations, Proposal No. P1768.23”**.

Proposals that fail to meet these requirements will be disqualified from further consideration.

The City will not be responsible for any late receipts of the Proposal package. Proposal package received after the due date and time specified above will not be considered for the evaluation process, and will be returned unopened, to the Proposer. **The City will not accept Proposals sent via FAX or EMAIL.**

The Proposer shall submit a Proposal in accordance with the content and format requirements set forth in this RFP. The Technical and Cost Proposals must be bound separately and typewritten on 8-1/2” x 11” paper in English and must be a minimum of 11-point font size for the main sections of the Technical and Cost Proposals. The Proposer shall provide one (1) original proposal package; four (4) additional hard copies of the proposal package; and two electronic copies on flash drives in PDF format.

It is the sole responsibility of the Proposers to monitor for any Addenda the City issues pertinent to this RFP solicitation. The City does not accept any responsibility or liability if Proposers fail to check for addenda and therefore submit incomplete or inaccurate Proposals. **Proposers must submit a signed copy of Attachment B – Signature to Bid Form, along with the Technical Proposal to acknowledge the receipt of all addenda.**

4.2 Proposal Format

The Proposer shall demonstrate through its response to this RFP that the Proposer can effectively meet or exceed the stated requirements listed in this section. Proposers must respond to each of the requirements comprehensively including, explaining, and demonstrating their qualifications, experience, and approach.

Supporting documentation and actual examples of currently provided services must be provided within the Proposer’s response. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

To achieve a uniform review process and obtain the maximum degree of comparability, the City requires that the Proposal be organized in the exact manner as specified below.

4.2.1 Technical Proposal Format

The **Technical Proposal** shall include all of the following:

1. Title Page

- RFP number and RFP name
- Name of the Proposer's firm
- Proposer's address and telephone number(s)
- Name of contact person
- Date

2. Table of Contents

- Clearly identify the materials by section, page number, and/or tabs.

3. Letter of Transmittal (Limited to 3 Pages)

The Proposer shall state the Firm's understanding of the services to be performed and make a positive commitment to providing services as specified. Provide the name(s) of the person(s) who is/are authorized to make representations for the firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with applicable law.

4. Technical Proposal

The Proposer's Technical Proposal should contain a clear and comprehensive response to all requirements/questions in the order contained herein and shall be organized as follows:

- A. Executive Summary
- B. Firm Qualifications
- C. Contract Services Delivery Team and Technical Resources
- D. Technical Scope of Services

Please refer to **Section 4.3.1** for specific information that shall be provided in the Technical Proposal for each of the above requirements.

5. Required Attachments with Technical Proposal

In the **Technical Proposal**, Proposers shall complete and include the following attachments:

- ATTACHMENT A - Proposal Submittal Form
- ATTACHMENT B – Signature to Bid Form
- ATTACHMENT C – Collusion and Bribery Conviction Form

- ATTACHMENT D – Public Information Act Form
- ATTACHMENT E - Sample Draft Professional Services Agreement (to be provided via an Addendum)
- ATTACHMENT F– Certificate of Insurability

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the insurance requirements per the stipulations of Attachment F.

4.2.2 Cost Proposal Format

The **Cost Proposal** shall include all of the following:

1. Title Page

- RFP number and RFP name
- Name of the Proposer’s firm
- Proposer’s address and telephone number(s)
- Name of contact person
- Date

2. Table of Contents

- Clearly identify the materials by section, page number, and/or tabs.

3. Cost Proposal

The Proposer’s Cost Proposal should contain a clear and comprehensive response to requirements/questions in the order contained herein and shall be organized as follows:

- A. Executive Summary
- B. Proposed Contract Services Fees

Please refer to **Section 4.3.2** for specific information that shall be provided in the Cost Proposal for each of the above requirements.

4. Required Attachments with the Cost Proposal

In the **Cost Proposal**, Proposers shall complete and include the following attachment:

- ATTACHMENT G - Pricing Schedule

The Table of Contents in the Technical Proposal and Cost Proposal shall reflect the above requested order, and identify illustrations, tables, figures, and exhibits. Appended materials should be clearly noted.

Failure of the Proposer to organize the information required by this RFP, as outlined in this section, may result in the City, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. Proposers are encouraged to use clear and appropriate cross-references to information presented in other sections of the proposal, when necessary.

The City requests Proposers to limit their Technical Proposals to approximately **85 pages**, inclusive of the Executive Summary. This page limit excludes table of contents, section dividers, forms, and supplemental

information such as technical appendices, firm financial reports, resumes, and facility plans. Audio-visual materials will not be accepted.

4.3 Submittal Requirements

4.3.1 Technical Proposal

The Technical Proposal shall be presented in the order of sections and requirements listed herein:

A. EXECUTIVE SUMMARY

An executive summary shall be provided, describing the salient aspects of the Technical Proposal including information about the firm, an understanding of the project, overview of the proposed project team and team member roles, brief overview of the Proposer's expertise, a summary of the services the Proposer plans to provide, and any service enhancements that the Proposer believes may be of value to the Project. **The executive summary shall not exceed two (2) pages.**

B. FIRM QUALIFICATIONS

The Proposer shall demonstrate a minimum of 5 years of direct and relevant experience in providing contract operations services to Class A, as defined by 40 CFR Part 503, biosolids processing facilities, and consistent with the technical and financial scope of services requested in this RFP. Discuss the firm qualifications addressing, but not limited to, all of the following information, in the order, requested.

i. Firm Information

- **Type of Firm:** Indicate the type of firm as currently registered, such as Corporation, Partnership, Sole Proprietorship, Joint Venture, etc.
- **Years in Business:** Number of years the Firm has been in business under its present name and type of firm; other names and/or entity under which the Firm has operated and the number of years under each name.
- **Licensed to Operate in Maryland:** Proof that the company or the entity providing contract services is licensed to operate in the State of Maryland and in good standing with the State.
- **Parent Company:** Information on the Parent Company, if applicable.
- **Entity Providing Contract Services:** The Firm or the specific entity of a holding company that will be involved in the provision of the requested technical scope of services.
- **Contracting Entity:** The Firm or the specific entity of a holding company that will be the contracting entity and be responsible for the financial scope of services.
- **Entity Submitting the Proposal:** Clearly identify the entity that is submitting the proposal.

ii. Business Qualifications

- **Technical Capacity:** Discuss the firm's capacity to deliver the requested operations and maintenance services. Explain clearly with details the firm's capacity and experience in providing holistic operations and maintenance services, including processes, mechanical, electrical, and management services.
- **Qualified Personnel:** Discuss the firm's personnel and technical experts, resources, and capacity to consistently provide experienced and adequate staffing resources, with all the requisite skillsets to effectively provide the requested services.

- **Employee Training:** Discuss with examples employee training and certification programs, and practices relating to succession planning, and professional development of staff.
- **Labor Environment:** Discuss with examples experience working within a labor environment that includes employees that are members of unions and how existing labor agreements were accommodated or modified under a new operations contract. The Pelletizer Facility is currently non-union.
- **Staffing Transition:** Describe experience with transitioning firm's team members into existing facilities' operations, and specifically discuss, with examples, how existing utility staff members were integrated into the delivery of contract services for wastewater treatment facilities.
- **Adaptability:** Discuss, with examples, the firm's approach and adaptability to respond to unforeseen conditions.

iii. Experience and Expertise

- **Years of Service:** State the number of years that the Firm has been engaged in the provision of services requested in this RFP.
- **Project List:** Provide a list of projects that include information such as the name of the entity, scope of contract services provided, annual contract value, and term of each contract. Provide this information organized distinctly by the type of contract services that the Firm has provided and/or is currently engaged in, very similar to the Pelletizer Facility contract operations services requested in this RFP.
- **Project Experience:** Provide project descriptions of at least three (3) similar engagements that the Proposer has provided for Class A biosolids processing facilities, prioritizing biosolids drying facilities, within the last 10 years. Project descriptions should include treatment facility characteristics and capacity, process configuration and staffing. Explain how the firm enhanced and/or maintained aspects including, but not limited to, operational reliability, operations efficiency, workforce stability and quality, effective preventive, predictive, and corrective maintenance programs, and long-term asset management.
- **Maintenance Management:** Describe with examples the Firm's overall approach to maintenance procedures, process control, CMMS and other tools, spare parts inventory, and asset management systems. Discuss any preferred CMMS system that the Firm uses in providing treatment operations and maintenance services.
- **Emergency Preparedness:** Describe with examples the Firm's emergency preparedness principles, policies, and procedures, planning and resource capacity in establishing these best practices.

iv. Financial Soundness

- **Financial Statement and Annual Reports:** Provide a summary of the financial information separately for the Parent Company and for the Entity providing contract services (if distinct from the Parent Company) and submit the associated audited financial statement and annual reports (including balance sheet, income statement, and statement of cash flows) for the last three (3) years. If available, provide certified financial stability statements from financial institutions, insurance, or bonding companies. Provide any bankruptcy filings and any reorganization or restructuring that the Parent Company and/or the Entity providing contract services (if distinct from the Parent Company) have had in the last ten (10) years.
- **Contact Information for the Audited Financial Reports:** Please provide the name, address, and phone number of the entity that prepared the audited financial reports.

- **Business Activity Revenues:** Present information on revenues generated solely from business activities directly related to the type of contract operations technical services requested in this RFP solicitation.
- **Credit Reports:** Attach the latest credit report for the Firm from entities such as D&B, Moody's, Dun & Bradstreet, etc.

v. Client References

- **Client Reference:** Provide a complete client reference list that demonstrates the Firm's comprehensive Class A biosolids processing facility operations and management experience, prioritizing biosolids drying experience, during the past five (5) years. Include client name, contract value, location, size of facility, duration of engagement, key features, and contact information.

vi. Safety Performance

- **Safety Program and Performance:** Provide a description of the Firm's safety program, policies, and approach for planning and training. Identify how effectiveness and performance is tracked.
- **Safety Violations and Claims:** Provide a list of all state and/or OSHA safety violations within the past five (5) years for other contract operated facilities and/or systems. Include incident reporting, lost time, type of injury, and/or worker's compensation claims.

vii. Legal/Compliance

- **Legal Disclosures:** Provide disclosures regarding outstanding legal matters and statement regarding materiality of each of those legal matters. Disclose all litigation the firm has been involved in the most recent five (5) years.
- **Failure Reporting:** Provide a summary of any reported failures with regulatory compliance permits, failures to meet contractual obligations, or any other type of standard obligations.
- **Contract Termination:** Discuss if the firm has ever been terminated or, replaced, or failed to complete work awarded under any operation and maintenance contract. Discuss if the firm has been replaced by another operator before the end of the contract term. If so, describe the circumstances and identify the client.
- **Penalties:** Provide information on fines incurred and/or civil penalties resulting from non-compliance with effluent discharge permit requirements and other non-compliance violations, within the last five (5) years. If so, describe the circumstances and identify the client.
- **Awards and Recognitions:** Provide information on any awards or recognitions received as the contract operator, within the past five (5) years.

C. CONTRACT SERVICES DELIVERY TEAM AND TECHNICAL RESOURCES

- **Organizational Chart:** Provide the organizational chart of the proposed team that the Firm proposes for the City's Pelletizer Facility, for fulfilling the services requested in the RFP. The organizational chart shall reflect the key personnel that will be involved in the management, administration, and operations of the Facility along with all other technical resources and the management team that will support the on-site team in the delivery of contract services to the City. Clearly illustrate in the organizational chart the key roles of the proposed team member and the technical resources/specialists that will support an array of services including operations, process control, equipment maintenance, laboratory, instrumentation, and energy efficiency/management.

- **Team Member Description:** Identify and describe the qualifications of all the key personnel that will have primary responsibility for the oversight, management, operations, and technical expertise for the delivery of services to the City. Include in your discussion intended roles and responsibilities, relevant past experience, and educational background(s).
- **Resumes:** Provide resumes for key personnel. Each key personnel resume should be limited to two pages. Any required licensing shall be included with the resumes of personnel, as applicable.

D. TECHNICAL SCOPE OF SERVICES

In this section of the proposal, the Proposer shall discuss the organizational and technical approach to achieving the specific operational objectives, discussed in Section 2.3, and the technical scope of services requested in this section, and aligned with the structure defined in the Cost Proposal. The key contract operations and maintenance services that are required and the associated expected objectives, for the key functional areas, are as follows.

i. Performance Management of Pelletizer Facility

The Contract Operator shall operate the Pelletizer Facility to receive, dewater, dry, and process undigested solids for beneficial use, and shall store, load, and haul away the biosolids product for beneficial use. The quantities of solids that the City provides to the Pelletizer Facility on a day-to-day basis, as determined in the sole discretion of the City, shall not exceed the specified design capacity of the Pelletizer Facility.

The Contract Operator shall dry all sludge received to no less than 90 percent solids on a dry weight basis and achieve temperature and residence times sufficient to meet Class A Process for Further Reduction of Pathogen (PFRP) requirements stipulated in 40 CFR Part 503.

a. Guaranteed Maximum Utilization per Dry Ton of Solids Processed

The City will be responsible for costs of natural gas, electricity, potable water, and wastewater disposal (including suspended solids returned from the Pelletizer Facility) required by the Pelletizer Facility to the extent that the Contract Operator's utilization of each of these utilities is reasonable and does not exceed the Guaranteed Maximum Utilization per Dry Ton of Solids Processed established in the contract. **The Contract Operator will be responsible for providing the polymer used for dewatering at the Pelletizer Facility.**

The utility usage rates will be evaluated bi-annually in January and July of every year. Excess electricity and natural gas usage will be deducted from the Contractor's monthly payment invoice for January and July of each year.

- **Electricity Usage Guarantee**

Proposers shall commit to a maximum power consumption of **225 kWh per dry ton** of solids processed through the Pelletizer Facility.

On a monthly basis, the Contract Operator will calculate the power consumed per dry ton of solids processed based upon (1) the total power consumed by the Pelletizer Facility, including dewatering and drying; (2) the total gallons of thickened solids received at the Pelletizer Facility; and (3) the average solids concentration of thickened solids received (weighted average based on the City's sampling/analysis).

Should the electricity consumed by the Pelletizer Facility exceed the maximum value over the six-month period, the City shall have the right to charge the Contractor for excess power consumed.

Such charges shall be based upon (i) the quantity of excess power consumed; and (ii) the average cost of power during the subject month.

- **Natural Gas Usage Guarantee**

Natural gas shall be used as the primary fuel source for the pelletizer. Proposers shall commit to a maximum fuel consumption of **65 therms per dry ton** of solids processed through the Pelletizer Facility.

On a monthly basis, the Contract Operator will calculate the thermal energy consumed per dry ton of biosolids processed based upon (1) the total volume of natural gas used at the Facility; (2) gross heating values for natural gas; (3) the total gallons of thickened solids received at the Pelletizer Facility; (4) the average solids concentration of thickened solids received (weighted average based on the City’s sampling/analysis); and (5) the solids returned to the WWTP in the dewatering filtrate.

Should the thermal energy consumed by the Pelletizer Facility exceed the maximum value over the six-month period, the City shall have the right to charge the Contract Operator for excess thermal energy consumed. Such charges shall be based upon (1) the quantity of energy consumed in excess of the guaranteed maximum value; and (2) the average cost of natural gas during the subject month.

- **Potable Water and Plant Effluent Water Usage Guarantee**

Proposers shall commit to a maximum potable water consumption of **1,100 gallons** and a maximum plant effluent water consumption of **14,000 gallons**, both per dry ton of solids processed through the Pelletizer Facility. Potable water is used primarily for polymer make-up for dewatering at the Facility. If the Contract Operator selects a different polymer or the polymer dosage rate changes as a result of a change to the feed location of the phosphorus control chemical, the Contract Operator shall work with the City to establish a new guaranteed usage rate for potable water.

On a monthly basis, the Contract Operator will calculate the potable water and process water consumed per dry ton of biosolids processed based upon (1) the total volume of potable water and plant effluent water used at the Facility; (2) the total gallons of thickened solids received at the Pelletizer Facility; and (3) the average solids concentration of thickened solids received (weighted average based on the City’s sampling/analysis).

Should the potable water and plant effluent water consumed by the Pelletizer Facility exceed the maximum value in over the six-month period, the City shall have the right to charge the Contract Operator for the excess potable water and process water consumed. The cost of potable water and plant effluent water will be billed by the City. The current rates for these utilities are shown in Table 3.

Table 3 Billing Rates for Potable Water and Plant Effluent Water

Utility	User Rate	Units
Potable Water	\$1.82 \$1.62	Per 1,000 gallons for the first 33,300 gallons excess usage Per 1,000 gallons for usage exceeding 33,300 gallons
Plant Effluent Water	\$0.40	Per 1,000 gallons

- **Solids Capture Guarantee**

The Contract Operator shall optimize Pelletizer Facility operations to capture no less than 90 percent of the dry solids delivered to the Facility and limit the solids returned to the headworks of the WWTP to no more than 10 percent of the total dry solids delivered to the Pelletizer Facility.

The City is currently experiencing higher than desirable concentrations of suspended solids, biological oxygen demand, and ortho-phosphate in the recycle stream from the Pelletizer Facility that is impacting the City’s ability to meet the final effluent quality requirements from the WWTP. The Proposer must discuss their sampling and monitoring approach to better manage and control the recycle stream quality to the WWTP. At a minimum, the Contract Operator shall install an automatic sampler to collect a daily composite sample of either the total return flow from the Pelletizer Facility or the filtrate stream from dewatering for analysis of the process parameters listed in Table 4.

Pelletizer Facility return stream concentrations exceeding the guarantees listed in Table 4 will be charged at the City’s industrial user rates. The pounds of TSS, ortho-phosphate, and total nitrogen will be calculated based on the excess concentrations in the return stream and the estimated return flow from the Pelletizer Facility to the WWTP.

Table 4 Return Stream Guarantees and City's Industrial User Rates

Parameter	Guarantee, mg/L BFP Filtrate Only	Guarantee, mg/L Total Facility Return Flow	User Rates, \$/lb
TSS	325	120	\$0.20
Ortho-Phosphate ¹	TBD	TBD	TBD
Total Nitrogen ¹	TBD	TBD	TBD
Note 1. Guarantees will be based on results from ongoing sampling.			

b. Biosolids End Use and Disposal Plan

The Contract Operator shall develop and implement a biosolids end use plan that has adequate volume and suitable uses to beneficially use the Class A biosolids generated from the City’s WWTP. This plan may include a land application program that has adequate land and suitable crops, or other commercial fertilizer uses.

The Contract Operator shall develop an emergency plan for processing and/or offsite disposal of all solids produced by the City’s WWTP during times when Pelletizer Facility operations are shut down for corrective or preventive maintenance or any suspension of operations directed by the Contractor, or the biosolids product does not meet requirements for sustainable end use. The plan must follow all regulatory requirements and be submitted annually to the City’s Facility Coordinator for review. The plan shall be put into action when Pelletizer Facility operations are suspended for the lesser of 72 hours or the plant solids storage is full. No payment shall be made for Pelletizer Facility operations for solids that are disposed at a landfill when the Pelletizer Facility is out-of-service for unplanned maintenance.

c. Minimize Nuisance Conditions

The Contract Operator will be fully responsible for minimizing fugitive dust, odors, and nuisance conditions from the Pelletizer Facility.

d. Innovative Approaches to Add Value

The Proposer shall discuss innovative approaches, that from the Proposer's perspectives, will offer significant value to the City with regard to operations and capital costs, operational efficiencies, and implementation of best practices at the Pelletizer Facility.

ii. Operational Management of Pelletizer Facility

The Contract Operator will accept the Pelletizer Facility in "as is" condition but should clearly define any proposed upfront capital investments deemed necessary to meet compliance and/or other requirements.

The Contract Operator will be responsible for the operation and maintenance of facilities, equipment, and materials within the Pelletizer Facility to preserve their value and useful life and to achieve operational performance requirements. The Contractor shall describe their proposed plan to operate the Pelletizer Facility.

a. Transition Plan

The Proposer must describe its proposed approach and plan to transfer Pelletizer Facility management and operations and maintenance responsibilities from the current contractor. The plan must include, at a minimum, the following:

- Gather facility information, including drawings and specifications, operation and maintenance manuals, standard operating procedures, safety and security procedures, and operations and maintenance records. The Proposer must discuss an approach for developing any of these documents that are not available, working with the City and the City's Engineer.
- Discuss the staffing plan with staff assignments and responsibilities, schedule and milestones, and training programs;
- Develop a product marketing plan with land application and disposal sites; and
- Develop a safety and security program

b. Staffing Plan

The Proposer must discuss the firm's personnel and technical experts, resources, and capacity to consistently provide experienced and adequate staffing resources, with all the requisite skillsets to effectively provide the requested services.

- Base Plan: The Proposer shall describe the proposed basic staffing plan and specific approaches that will be used for adequately staffing the Pelletizer Facility. The plan shall include staffing schedules for day-to-day operations, holidays, and any emergencies. The City is open to options for enhanced automation in the operations of the Pelletizer Facility to support resilient and efficient operations and effective resource management
- Transition Plan: The Transition Period is anticipated to be May 2023, through September 22, 2023. The Proposer shall describe its transition plan including staffing acquisition, training, and staffing readiness to begin the operations and maintenance services, per the agreed upon contract operations effective date. In addition, the Proposer must describe with examples from the last five (5) years, the process the firm has used to achieve effective staffing transition, including leveraging existing workforce.

- Long-term Staffing/Succession Planning Practices: The Proposer shall describe the specific approach that they will utilize to attract qualified staff and provide staff stability during the term of the contract services. Further, the Proposer must also describe the training programs that the firm will deploy at the Pelletizer Facility for skills maintenance and enhancements, employee retention and advancement, employee certification, operational safety and employee safety program, and training pertaining to regulations, O&M procedures.
- Off-site Support Staff and Other Technical Resources: The Proposer must discuss any offsite support staff and/or technical resources, if applicable, that the Proposer intends to bring and clearly identify the operations and maintenance component supported by the offsite staff.

The City requires all employees operating the Pelletizer Facility to be licensed in Maryland or have the ability to obtain Operator-in-Training (OIT) within one month, pass the Maryland operator examination within 6 months, and obtain a Maryland operator S-certification, within 12 – 18 months of coming on-board at the Pelletizer Facility.

c. Effective Management of Assets

The Contract Operator will be responsible for the overall management of all the assets at the Pelletizer Facility. The Proposer must describe how the contract operator’s specific asset management approach and practices will assure the City that the Pelletizer Facility will be in equivalent or better condition at the end of the contract operator’s defined contract term.

The Proposer must describe the overall proposed approach for Asset Management, including the management and operations of the CMMS system, regular, preventive, predictive, and corrective maintenance activities, and its proposed approach to the management of parts inventory for the various assets at the Pelletizer Facility.

The Proposer must describe its proposed approach and plan to maintain the assets including the following:

- Pelletizer Facility equipment and structures including, but not limited to, solids dewatering facility, pelletizer, product storage silo, product loading station and the truck scale. Additional equipment located outside the Pelletizer Facility includes the thickened solids transfer pump between the sludge holding tank and the Pelletizer Facility;
- Equipment, including all mechanical, process electrical, process plumbing, process control instrumentation, communications, SCADA and other computer systems;
- Materials and services required to maintain operations including, but not limited to, chemicals, lubricants, spare parts, and all other consumables;
- Custodial activities, including but not limited maintaining clean and orderly work areas and inventory and material storage areas, as well as the exterior perimeter of the building; and
- Calibration and certification of all key flowmeters, instrumentation, and the truck scale.

d. Maintenance Practices and Activities

The Contract Operator shall provide effective preventive, predictive, and corrective maintenance of the assets of the Pelletizer Facility in accordance with manufacturer’s operation and maintenance manuals. The City reserves the right to conduct its own condition assessments on a periodic basis to assure that the assets are being properly maintained.

The Proposer must describe the following:

- The reliability program that the contract operator will adopt, aligned with industry best practices, for the maintenance and management of all classes of assets.
- All the key activities that the prime contract operator will directly perform and work that the Prime contract operator will perform through its subcontracts.
- Reporting mechanisms that the contract operator will use with respect to asset management and maintenance.

e. Computerized Maintenance Management System (CMMS) and Supervisory Control and Data Acquisition (SCADA)

The Proposer must define specific methods and resources that will be used to implement a CMMS and a reporting system to:

- Support state-of-the-art predictive, preventive, and corrective maintenance program
- Identify potential maintenance problem areas
- Provide status report for contract management and compliance monitoring
- Provide read-only access to CMMS data at a level of detail acceptable to the City, including reports on repair and replacement of facilities and asset condition on a detailed, item-by-item basis.

The Proposer shall discuss any preferred CMMS system that the Proposer uses in providing treatment operations and maintenance services. The CMMS shall provide data at a level of detail and in a format that is acceptable to the City.

The Contract Operator shall be responsible for the upkeep, software and hardware upgrades and enhancements (as needed) to the SCADA system over the contract term. The Contract Operator shall also provide a communication conduit from the Pelletizer Facility programmable logic controllers to the City's SCADA system for monitoring of Pelletizer Facility operations at the WWTP.

f. Capital Improvement Program

The Contract Operator shall develop a 10-year Capital Improvement Program (CIP) aligned with the findings of condition assessments that the Contractor will perform at the end of the second year of contract operations. The Contract Operator shall be responsible for annually evaluating a ten (10)-year CIP as necessary and perform major updates to the CIP on a five (5)-year cycle. The Contract Operator shall participate in the City's annual CIP planning process and work with the City in implementing the planned CIP over the duration of the contract.

In formulating its approach, the proposer shall clearly define the class(es) of assets for which it is prepared to take on full administrative, technical, and financial responsibility and the class(es) for which it will expect the City's administrative, technical, and financial involvement and responsibility. The Proposer should clearly identify the scope and extent of the City's involvement in asset repair and replacement decisions and execution, that the Proposer expects.

The Contract Operator shall collaborate and coordinate with the City to process solids while implementing the City's capital improvements.

iii. Regulatory and Compliance Activities

The Contract Operator shall comply with all applicable federal, state, and local regulations and requirements, including without limitation, those pertaining to receiving, treating, processing, transporting, beneficially

using and/or disposing of biosolids. The City holds the operating permit for the Pelletizer Facility. The Contract Operator cannot enter into an agreement with an outside entity for receiving foreign solids at the Pelletizer Facility without the City's approval.

The Contract Operator shall be responsible for fully understanding and helping achieve the regulatory and compliance requirements, and the preparation and filing of all regulatory reports associated with the facilities in coordination with City staff currently assigned to these duties.

The Contract Operator will meet all permit requirements and any subsequent modifications including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permit;
- Out-of-state and local biosolids distribution and management permits;
- Maryland Department of Environment (MDE) transportation permit; and
- Other requirements for biosolids as mandated by regulations.

The Contract Operator shall comply with the terms of all permits pertaining to the WWTP and shall not take any action which shall cause the WWTP to be in violation of its NPDES permit, including return streams from the Pelletizer Facility.

The Contract Operator shall perform emissions testing at the required frequency to assist the City in complying with the reporting requirements of the air permit.

Unless otherwise indicated, the Contract Operator will be responsible for paying any fines, penalties, or judgments resulting in whole or in part from operation that does not conform to applicable laws or permits.

a. Sampling and Reporting

The Contract Operator shall perform process and compliance sampling activities. The Contract Operator shall provide detailed raw and aggregated data on compliance reporting data on any frequency and for any time period the City may request. Data shall be provided in a well-structured format with easy access of historical data.

The City holds the right to collect samples from the Pelletizer Facility and/or split samples with the Contract Operator for analysis. This would be at no cost to the Contract Operator.

b. Laboratory Analyses

Regulatory compliance testing shall be performed by a certified third-party lab and will not be part of the scope of services. The Contract Operator may elect to equip for, and perform, its own sampling activities and analyses for purposes of process monitoring, operational improvements, and process modifications. **The City will not provide the laboratory services to the Contract Operator.**

Copies of the City's NPDES permit and compliance reporting data and the City's air permit and compliance reporting data are provided in Appendix F and Appendix G, respectively.

iv. Operations Safety

The Contract Operator must enforce all safety precautions and programs in connection with operations and maintenance of the Pelletizer Facility, including but not limited to:

- Occupational Safety and Health Administration process safety management standards;
- Maryland Occupational Safety and Health (MOSH); and
- EPA risk management program for chemical accidental release prevention.

The Contract Operator shall protect the City's storm drains from accidental release of any chemicals during Pelletizer Facility cleanings or washdowns.

The Proposer must describe with examples the Proposer's emergency preparedness principles, policies, and procedures, planning, and resource capacity in establishing these best practices.

The Contract Operator must review the most current dust hazard analysis (DHA) report and provide recommendations on any additional safety provisions and or updates needed for the existing facility within the first three (3) months of operation. The Contract Operator shall update the DHA per the requirements of NFPA 652. A copy of the most recent DHA is included in Appendix H.

The Contract Operator must pay any fines, penalties, or judgements resulting in whole or in part from facility operation that does not conform to applicable safety standards, regulations, and permits.

The Contract Operator shall designate a responsible, onsite representative to ensure prevention of accidents.

v. Technical and Management Reporting

The Contract Operator shall be responsible for providing various technical and management reports associated with the operations and maintenance activities, including but not limited to:

a. Class A and Other Regulatory Reporting

The Contract Operator shall provide all reporting associated with the Pelletizer Facility and the final biosolids product to demonstrate 40 CFR Part 503 Class A and other compliance requirements to regulatory authorities.

b. Compliance Reporting

The Contract Operator shall provide detailed raw and aggregated data on compliance reporting data on any frequency and for any time period the City may request. Data shall be provided in a well-structured format with easy access of historical data.

c. Air Emissions Reporting

The Contract Operator shall provide air emissions testing data at the required frequency to assist the City in complying with the reporting requirements of the air permit.

d. Maintenance Activities Reporting

The City will require reporting, at mutually agreed upon intervals, for routine and other repair and maintenance activities including asset management reporting for the various assets in the Pelletizer Facility.

Additional periodic reports including regulatory reports may be requested by the City over the term of the engagement. The Proposer shall identify and discuss, as part of the proposal, any other reports that it intends to generate that would be of value to the City.

vi. Supplemental Information

In addition to discussions on the above components, the Proposer may provide a brief description of any supplemental materials on experience and strategies, or proprietary tools pertinent to the services requested in the RFP that the Proposer chooses to include as part of the technical approach to the engagement. Any approaches to redesign, and added redundancies to address operational bottlenecks, may be discussed in this optional supplemental section. If included, the associated costs should be addressed in a companion supplemental section in the Cost Proposal.

The Proposer shall define any actions that the Proposer will expect the City to take on as one-time and/or periodic basis in support of the Proposer's approach to delivering the technical scope of services.

4.3.2 Cost Proposal

The Cost Proposal shall be presented in the order of sections and requirements listed herein:

A. EXECUTIVE SUMMARY

An executive summary shall be provided, describing the salient aspects of the Cost Proposal summarizing the Proposer's approach and fee for the key components requested in the Cost Proposal. **The executive summary shall not exceed one (1) page.**

B. PROPOSED CONTRACT SERVICES FEES

The Cost Proposal shall be provided in the following format:

i. Annual Base Fee – Management, Operations, and Maintenance

The Annual Base Fee must include, at a minimum, all the operations scope of services for contract operations of the Pelletizer Facility defined in Section 4.3.1, and inclusive of labor, equipment, materials, supplies, and other applicable fees such as permit fees.

This Annual Base Fee will be subject to an annual escalation factor, to be mutually agreed, for which a lower and upper bound threshold will likely be established during contract negotiations. On or before May 1st, the Contract Operator will provide the Annual Base Fee estimate for the following fiscal year.

As stated in Section 4.3.1, the core requirements of contract operations, that must be reflected in the Annual Base Fee, include the following:

- Operations and management of the Pelletizer Facility, including receipt and processing of undigested solids, storage, and beneficial end use of Class A biosolids, and meeting all the required usage guarantees.
- All activities associated with the sales, marketing, and/or disposal of biosolids products, including emergency biosolids disposal.
- Minimization of fugitive dust, odors, and nuisance conditions from the Pelletizer Facility.
- The Contract Operator's in-house labor associated with Preventive, Predictive, and Corrective Maintenance Activities needed for effective management of assets and operations. The proposer shall clearly define the type and extent of these activities that is included in the Base Fee scope of services.
- The Contract Operator's management and administrative oversight of the services to be provided under subsection (ii) herein.

- Regulatory and compliance activities including sampling and testing activities.
- Facility good housekeeping practices including custodial services, safety measures, flow meter and instrument calibration.
- Operational safety activities
- Technical and Management Reports
- Annual performance bond in an amount equal to the annual service fee.

In addition, the Annual Base Fee shall include all labor, materials, supplies and equipment associated with routine preventive, predictive, and corrective maintenance items costing up to \$10,000 per event. The Contract Operator can directly procure any outside labor, parts, materials, equipment, and supplies, as needed for these items.

The City will be responsible for building heating, ventilation, and air conditioning (HVAC), non-process related low-voltage electrical, and non-process related plumbing maintenance through standing agreements with City-approved contractors.

The following describes the required assumptions to be used in completing the cost form:

1. The City will guarantee a minimum annual average thickened solids quantity of 45,000 gpd and a maximum annual average thickened solids quantity of 80,000 gpd at an average solids concentration of 3.8 to 4.5 percent total solids.
2. The Contract Operator will be responsible for all taxes assessed against it during the term of the Operating Agreement.

Any adjustments to be sought by the Proposer shall be clearly identified and discussed in the proposal.

ii. Annual Asset Management Fee

The Asset Management Fee and the fee structure that the Proposer proposes in the Cost Proposal, shall comprehensively address all of the asset repair and renewal needs, including preventive, predictive, and corrective maintenance events not already included in the Base Fee.

The Annual Asset Management Fee shall include all outside labor, materials, supplies, and equipment associated with preventive, predictive, and corrective maintenance items that cost greater than \$10,000 but less than \$50,000 per event.

The Contract Operator can procure outside labor, parts, materials, and equipment for these items, but is required to request and evaluate a minimum of three bids and present a recommendation for City's review and approval. The proposer should clearly identify and define the scope of assets covered by this annual asset management fee.

The Proposer shall reflect the Annual Asset Management Fee as an annual budgetary number, subject to annual reconciliation. The City envisions this annual fee to be not subject to any annual escalation factor but subject to periodic adjustment by mutual agreement. The Contract Operator will be expected to collaborate with the City in defining the amount prior to the beginning of each fiscal year. The proposer should identify and define the scope of assets covered by this fee, consistent with the expectations defined in Section 4.3.1 of this RFP.

The proposal shall include a discussion of likely additional capital needs that the proposer would expect the City to plan for and lead, either annually or periodically to assure the infrastructure integrity of the Pelletizer facility.

Proposer may offer alternate approaches to the Asset Management Fee, consistent with the City's objectives. Proposer must provide a clear discussion of the financial risks and benefits to the City of the Proposer's baseline asset management approach and any alternate approach the Proposer chooses to proffer.

iii. Upfront Capital Items

Any proposed upfront capital investment costs that the proposer deems necessary to meet compliance and/or other requirements, shall also be defined clearly. The proposal shall describe the Proposer's approach to the cost recovery of the upfront capital investment costs. For illustrative purposes, the approach could be defined as a separate investment required from the City.

4.3.3 Optional Supplemental Materials

In this section of the Proposal, the Proposer shall provide a brief description of any supplemental materials on experience and strategies, or proprietary tools, which are pertinent to the services requested in the RFP, that the Proposer chooses to include.

5.0 REVIEW AND EVALUATION OF PROPOSALS

5.1 Proposal Evaluation Process

The City’s evaluation team will first review and evaluate the Technical Proposals that are received. The evaluation team will use a consensus approach to score the proposals. On completion of the evaluation and scoring of the Technical Proposals, the evaluation team will review and evaluate the Cost Proposals of those Proposers who meet the Technical Proposal scoring threshold.

Based on the evaluation of the Technical and Cost Proposals, the City anticipates scheduling individual interviews with up to three Proposers. During the interviews, the Proposers will have the opportunity to elaborate further on their qualifications, capacity, and proposed technical approach to provide the requested services.

Following the interviews, the City at its discretion, may seek to have additional discussions with individual proposers to gain additional clarity regarding their Technical and Cost Proposals. The City also reserves the right to seek clarifications on the proposals through written communications with individual Proposers.

For this solicitation, the City does not require MBE/WBE/DBE participation and hence the City has not defined any participation levels. While Proposers can voluntarily include MBE/WBE/DBE participation, it is important to note that any such participation will not be considered in the technical and cost proposals evaluation and scoring process.

All proposals received shall remain effective for a minimum of **six months** after submission.

5.2 Technical and Cost Proposal Evaluation

5.2.1 Technical Proposal Evaluation

The Technical Proposals will be assessed based on the components defined in Table 5 and shall receive an allocation of points (up to the maximum) based upon the maximum score that is defined for each component, as indicated in Table 5. The total maximum points that will be awarded for a Technical Proposal is **70 points**.

Proposers must receive a minimum score of **50 points** out of the total available 70 points for the Technical Proposal, to be considered responsive to the RFP. Proposals that do not achieve the minimum score shall not proceed to the Cost Proposal evaluation. The Cost Proposals from Proposers that did not meet the minimum technical score will be returned unopened to the Proposers.

Table 5 Evaluation Criteria for Technical Proposal

No.	Topics	Maximum Score
A	TECHNICAL PROPOSAL – FIRM QUALIFICATIONS	
1.	Business Capability/Qualifications a. Technical capability in providing Pelletizer Facility O&M services and adaptation to unforeseen conditions b. Personnel qualifications, skills, experience, and workforce training c. Proven staffing transition and integration, experience working with labor environments	8

No.	Topics	Maximum Score
2.	Experience and Expertise a. List of projects and associated profile information b. Reference projects (minimum of 3 projects) and its direct relevance, highlights, and compelling features c. Client references d. Maintenance approach, Emergency Preparedness strategies with examples	10
3.	Financial Soundness a. Financial capacity as demonstrated in financial statements b. Revenues from contract services c. Other value-add information	5
4.	Safety and Legal a. Safety planning and performance, violations, incidents information and history b. Legal disclosures/Associated penalties history c. Contract performance/termination information and history	2
SUBTOTAL – FIRM QUALIFICATIONS		25
B	TECHNICAL PROPOSAL – TECHNICAL APPROACH TO DELIVERY OF SERVICES	
5.	Performance Management of Pelletizer Facility a. Approach to guaranteed performance and optimization of facility operations b. Dried biosolids and dewatered raw solids management and disposal approach c. Any other innovative approaches to improve overall efficiency	10
6.	Operational Management of Pelletizer Facility a. Approach to operations and asset management b. Approach to corrective, preventive, and predictive maintenance activities c. CMMS implementation approach, condition monitoring and reporting strategies d. Approach to developing capital prioritization/CIP e. Staffing and transition plan	15
7.	Regulatory & Compliance Activities a. Understanding of regulatory compliance and reporting requirements b. Sampling and monitoring plan for facility performance optimization c. Approach to maintaining recycle stream quality from Pelletizer Facility	5
8.	Operations Safety a. Overall approach to safe operations b. Emergency preparedness strategies and resources for establishing safe practices c. Experience with DHA and implementing DHA recommendations d. Approach to eliminating nuisance conditions, including dust and odors	10

No.	Topics	Maximum Score
9.	Reporting a. Operations and maintenance activities reporting approach b. Other value-add reporting and dashboard tools	5
	SUBTOTAL – TECHNICAL APPROACH TO SERVICE DELIVERY	45
	TOTAL – TECHNICAL APPROACH	70

5.2.2 Cost Proposal Evaluation

The evaluation committee will then evaluate the Cost Proposals of only those Proposers that meet the technical proposal minimum score threshold of 50 points. The costs that Proposers submit for the fee components shall be firm, but subject to negotiation during contract negotiations with the selected Proposer.

For the Cost Proposal, the Proposers shall receive an allocation of points (up to the maximum) based upon the criteria indicated in Table 6. The total maximum points that will be awarded for a Cost Proposal is **30 points**.

Table 6 Evaluation Criteria for Cost Proposals

No.	Topics	Maximum Score
1.	Base Fee for Management and O&M Services	30
	TOTAL – COST PROPOSAL	30

Pricing will be evaluated relative to the services proposed, inclusive of the Base fee, and Asset Management Fee for all services and all other costs, if any, proposed by the Proposer.

The Proposer with the lowest total cost proposed in the Cost Proposal, submitted in response to this solicitation, shall receive either the maximum allocated points, a portion of these points, or no points, depending upon the merit of the approach, services included, and substantiations provided in the Cost Proposal. The Proposer that provides the best cost value relative to the services the Proposer defines will receive the maximum possible score for the Cost Proposal.

5.3 Proposal Interviews

The City anticipates scheduling **two-hour interviews** with up to three Proposers to further its understanding of the proposals. The interview format will be a presentation by the Proposer, focused primarily on the technical and financial aspects of the proposal, followed by a question-and-answer session. The City requires that the key personnel of the proposed project team with primary responsibilities for the delivery of the contract operations services at Pelletizer Facility attend and participate actively in the interview. The interviews are subject to City discretion.

5.4 Notice of Intent to Award

The City will publicly announce its decision once it has achieved a suitable contract agreement with a selected Proposer for the services. The City’s process requires that the contract be approved by the Mayor and Council.

Upon review and approval of the evaluation committee’s recommendation for award by the Director of Purchasing and the Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City desires

to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events in Section 3.3.

Through no liability of the City, if the Proposer fails to submit the Contract Services Agreement, that is mutually agreed upon by the City and the Proposer, by the scheduled deadline that the City defines, the City may elect to cancel the *Notice of Intent to Award* letter and proceed to negotiate with the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation points and a summary. A recommendation report shall be made available to all interested parties after the Notice of Intent to Award letter has been issued.

5.5 Contract Negotiations

The City may seek to enter into negotiations with the Proposer whose proposal(s) appears the most responsive to its needs. Proposers must be prepared to facilitate site visits, by City staff, to other facilities where a proposer, or member of the proposer's team, is currently engaged in any and all of the specific base and innovative additional services the Proposer has proposed in its Technical and Cost Proposals.

If, for any reason, the Proposer whose proposal the City deems to be the most responsive to the City's needs, given the consideration of price, best value, and other evaluation factors set forth in the RFP, does not agree to the contract, that proposal shall be rejected, and the City may negotiate with the next highest scored Proposer.

Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow for price adjustments. The final contract services agreement shall be reviewed by City staff and approved by the Mayor and Council prior to issuance of a *Notice of Award* letter to complete the process.

The RFP, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City. **In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.** The Proposer needs to address the specific language as stated in "**Attachment E – Sample Draft Professional Services Agreement**" (to be provided by Addendum) and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **60 days**, or if the selected Proposer fails to sign the negotiated contract within **seven (7) calendar days** of delivery of the contract, the City may elect to cancel the award and proceed to negotiate with the next highest scored Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City, price, best value, and other factors considered.

5.6 Sample Draft Professional Services Agreement

The City supplies a **Sample Draft Professional Services Agreement in Attachment E** (to be provided by Addendum). The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Draft Professional Services Agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

6.0 OTHER REQUIREMENTS

The general rules and conditions which follow, along with all other documents consisting of this RFP, apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the City of Hagerstown's Finance Department, unless otherwise specified. Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Proposer's own risk and they cannot secure relief on the plea of error. Proposers are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Proposer.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the City prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to applicable law, bids on all advertisements and invitations issued by the City of Hagerstown Procurement Administrator shall bind Proposers to applicable conditions and requirements set forth herein unless otherwise specified in the RFP. Should there be a conflict, the State of Maryland laws shall prevail.

Should there be a conflict between the general RFP conditions and the supplemental RFP conditions (if any), the supplemental RFP conditions shall prevail.

6.1 Assignment

The Proposer shall not assign this Contract or any part thereof, or any right to any of the monies to be paid hereunder, nor any part of the work to be done or material to be furnished under this Contract, without the written consent of the City.

Neither the City nor the Finance Department obligates itself to contract for or accept more than the actual requirements during the period of this Agreement, as determined by actual needs and availability of appropriated funds.

6.2 Bids Binding for One Hundred Twenty Days

Unless otherwise specified all formal bids submitted shall be binding for one hundred twenty days (120 days) calendar days following bid opening date, unless the Proposer, upon request of the Procurement Administrator, agrees to an extension.

6.3 Collusive Bidding

The Proposer certifies that his/her bid is made without any previous understanding, agreement, or connection with any person firm, or corporation making a Proposal for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

6.4 Competency of Proposer

No proposal shall be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City. The Proposer, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Administrator of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Proposer shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Procurement Administrator whenever requested in connection with the performance of this contract.

The successful Proposer shall inform the Procurement Administrator of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to, bankruptcy, dissolution or liquidation, merger, sale of business, and assignment.

The City may examine the Proposer's and any first-time subcontractor's records to determine and verify compliance with the contract. The Proposer and any first-time subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Proposer must include the preceding language of this paragraph in all first-time subcontracts.

6.5 Completeness

All information required by this RFP must be supplied to constitute a proper bid. The City shall not be responsible for the premature opening of Bids if not properly addressed or identified.

6.6 Confidentiality

For the purposes of this procurement, Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the City under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland or other applicable law.

6.7 Errors in Proposal

The City will not be liable for any errors in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City reserves the right to make corrections or clarifications due to patent errors identified in proposals, by the City or the Proposer. When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Proposer.

The City, at its option, has the right to require clarification or additional information from the Proposer.

6.8 General Guaranty

Proposer agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract which the Proposer is not the patentee, assignee, licensee, or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City and State of Maryland.

6.9 Insurance

Liability insurance on all major divisions of coverage for each and every Proposer and subcontractor shall be required for the length of the contract. Proposer and subcontractor must supply evidence of insurance upon request. Each Proposer agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Proposer shall be prepared to show evidence of insurance as required by City included herein, prior to the execution of any contract. The Proposer shall provide the Certificate of Insurance to the Finance Department. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the City. If any of the stated coverages expire during the term of this contract, the Proposer shall deliver renewal certificates to the City at least ten (10) calendar days prior to the expiration.

6.10 Interpretations, Discrepancies, Omissions

Should any Proposer find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Tyler French
tfrench@hagerstownmd.org

All necessary interpretations will be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the City to change the specifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her bid as submitted. The City shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE CITY. No requests will be considered, if received after 5:00 PM on Tuesday, December 27, 2022.**

6.11 Late Proposals

Formal Proposals or amendments thereto received by the City after the time specified for Proposal opening will not be considered. Proposals received after the time specified for Proposal opening will be returned unopened.

6.12 Legibility/Clarity

Responses to the requirements of this RFP must be in the format requested, with all requested components answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing clear and concise description of the Proposer's ability to meet the requirements of the RFP along with clearly described examples, are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

6.13 Mailing of Proposals

The City assumes no responsibility for the timely deliverance of mailed Proposals. Ample time should be allowed for the transmittal of Proposals by mail, and postmarked indicating the date of mailing will not be considered as evidence of intent to submit Proposals in proper time for the opening.

6.14 Multiple Proposals

No Proposer shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more options that will meet specifications. Proposers must determine for themselves which to offer. If said Proposer should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Procurement Administrator.

6.15 Officers Not to Benefit

No member of the elected governing body of City of Hagerstown, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Proposer, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any City or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Proposer shall be returned to the City.

6.16 Payment Terms

Proposal prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered, in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, as applicable, whichever is later.

6.17 Reservations

The City or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or the Proposal of a Proposer who investigation shows is not in a position to perform the contract.

6.18 Taxes

The City is exempt from State of Maryland Sales Tax. The City's Maryland Sales Tax Exemption Number is 30001292. The Proposer is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her proposal.

6.19 Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the City prior to the specified time of opening.

6.20 Award or Rejection of Proposals

The following shall be considered when applicable: the ability, capacity, and skill of the Proposer to perform as required; whether the Proposer can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and efficiency of the Proposer; the quality of past performance by the Proposer; the previous and existing compliance by the Proposer with related laws and ordinances; the sufficiency of the Proposer's financial resources; the availability, quality, and adaptability of the Proposer's supplies or services to the required use; and the ability of the Proposer to provide future maintenance, service, or parts.

6.21 Political Contribution Disclosure

In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Proposer shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a County, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a County, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

6.22 Responsibility/Qualifications of Proposer

The City may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Procurement Administrator on contracts of purchase and on contracts of sale (if applicable):

- a. The ability, capacity and skill of the Proposer to perform the service required.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
- c. The quality of performance of previous contracts or services.
- d. The Proposer's previous and present compliance with laws and ordinances relating to the contract or service.
- e. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

- f. The quality, availability, and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Proposer to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the Proposer is in arrears to the City on a debt or contract or is a defaulter on surety to the City.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Proposer's responsiveness, the Procurement Administrator shall consider material deviations from the advertised specifications, which materially affect price, quantity, quality, or limit the Proposer's liability.

6.23 Contract Provisions

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance or violation of contract terms. An award may be made to the next low Proposer, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Proposer (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, that the Proposer shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Proposer to deliver materials or services within the time stipulated on his/her proposal, unless extended in writing by the Procurement Administrator, shall constitute contract default. In the event that a Proposer exempted from posting a Proposal or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to propose on any future City contract for a period of time determined by the Procurement Administrator and they shall be liable for any costs incurred by the City as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the City Procurement Administrator shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the City as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.

- c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct, or repair without cost to the City, any materials, equipment, and/or services found to be improper, imperfect, or defective or fails to perform as specified.
- d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement, and/or re-execution.
- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the City against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design, or pack.
- 6. **Non-Discrimination:** No Proposer who is the recipient of City funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Proposer further agrees that this article will be incorporated by Proposer in all contracts entered into with suppliers of materials or services, Proposers and subcontractors and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- 7. **Non-Liability:** The Proposer shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy, or by any other circumstances which, in the Procurement Administrator's opinion, is beyond the control of the Proposer. Under the circumstances, however, the City may in its discretion, cancel the contract.
- 8. **Placing of Orders:** Orders against contracts shall be placed with the Proposer on a Purchase Order executed and released by the Finance Department.
- 9. **Subletting of Contract:** It is mutually understood and agreed that the Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title, or interest therein, or their power to execute such contract, to any other person, firm, or corporation, without the previous written consent of the City Procurement Administrator, but, in no case, shall such consent relieve the Proposer from his/her obligations, or change the terms of the contract.
- 10. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Procurement Administrator and accepted by Proposer, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

6.24 Insurance Requirements for Independent Contractors

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, having A.M. Best rating of A- or better or its equivalent and acceptable to the City.

1. WORKERS COMPENSATION:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	- Statutory
Employers Liability	- \$100,000 (Each Accident) \$500,000 (Disease – Policy Limit) \$100,000 (Disease – Each Employee)

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form
\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, having A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

3. BUSINESS AUTOMOBILE LIABILITY:

The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned, and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property damage.

4. CERTIFICATE(S) OF INSURANCE:

The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Finance Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

5. DEDUCTIBLES OR SELF-INSURED RETENTION:

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

6. GENERAL INDEMNITY:

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, by reason of any act, error, or omission, fault or negligence whether active or passive by the Contractor, or anyone acting under its direction or, control or on its behalf in connection with or incident to its performance of the Contract.

7.0 APPENDICES

Appendix A through **Appendix H** contain a list of relevant documents that the City is furnishing to all Proposers. The listed documents are organized in Folders titled Appendix A through Appendix H, and the Proposers can access the Folders and the associated documents from the City's procurement website at: <http://www.hagerstownmd.org/bids>

Appendix A through **Appendix H** consists of the following categories of information:

1. APPENDIX A – Site Plan and Flow Schematics
2. APPENDIX B – Record Drawings for 2019 Pelletizer Facility Upgrades
3. APPENDIX C – Pelletizer Facility Performance Data and Analytical Data for Dried Biosolids Product
4. APPENDIX D – Summary of Potential Facility Improvements
5. APPENDIX E – Feed Solids Quality to the Pelletizer Facility
6. APPENDIX F – City's Wastewater Discharge Permit and Compliance Data
7. APPENDIX G – City's Air Permit and Compliance Data
8. APPENDIX H – Dust Hazard Analysis (DHA) Report

8.0 ATTACHMENTS

The Proposers shall submit the following Attachments as part of the Proposal submission as requested in this Solicitation. **Attachments A through G** must be submitted as part of the Technical Proposal and **Attachment G** must be submitted as part of the Cost Proposal.

1. ATTACHMENT A - Proposal Submittal Form
2. ATTACHMENT B – Signature to Bid Form
3. ATTACHMENT C – Collusion and Bribery Conviction Form
4. ATTACHMENT D – Public Information Act Form
5. ATTACHMENT E - Sample Draft Professional Services Agreement (**to be provided by Addendum**)
6. ATTACHMENT F– Certificate of Insurability
7. ATTACHMENT G– Pricing Schedule

Attachment A Proposal Submittal Form

**Proposal No. P1768.23
Operations and Maintenance Services for Pelletizer Facility Operations
PROPOSAL SUBMITTAL FORM**

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

This form was completed and submitted by: _____
(Please print or type full name)

Title of Individual: _____

Signature of Individual: _____

Attachment B Signature to Bid Form

Proposal No. P1768.23

Operations and Maintenance Services for Pelletizer Facility Operations

SIGNATURE TO BID FORM

Bidder's Company Name

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE: _____ Date: _____

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1		Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

Attachment C Collusion and Bribery Conviction Form

Proposal No. P1768.23

Operations and Maintenance Services for Pelletizer Facility Operations

COLLUSION AND BRIBERY CONVICTION FORM

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

EMAIL: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

Attachment D Public Information Act Form

Proposal No. P1768.23

Operations and Maintenance Services for Pelletizer Facility Operations

PUBLIC INFORMATION ACT

Notice: Bid Information Subject to Inspection Under Maryland’s Public Information Act

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland’s Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City’s Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company’s interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland’s Public Information Act:

Signature

Date

Company Name

Attachment E Sample Draft Professional Services Agreement

(Will be provided via an Addendum)

Attachment F Certificate of Insurability

**Proposal No. P1768.23
Operations and Maintenance Services for Pelletizer Facility Operations
CERTIFICATE OF INSURABILITY**

I hereby certify that as a Proposer to the City Hagerstown, Maryland (City) for Proposal Number P1768.23, I am fully aware that the Insurance Requirements contained in the RFP and located in Attachment E, Sample Professional Services Agreement, Article VIII, applies whether awarded one or more service options pursuant to this RFP. Furthermore, I hereby assure the City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City, and then become unable to produce the Insurance coverage specified within fifteen (15) calendar days, I am fully aware and understand that award may be withdrawn by the City and I may not be considered for further projects by the City.

Signature of Proposer

Printed Name of Signee

Company Name

Date

Attachment G Pricing Schedule

Proposal No. P1768.23 Operations and Maintenance Services for Pelletizer Facility Operations PRICING SCHEDULE

Proposers should provide pricing for each component of service to provide **“Operations and Maintenance Services for Pelletizer Facility Operations - Proposal No P1768.23”**

COST PROPOSAL OF _____

ADDRESS _____

DATE _____

Table 7: Annual Fees

Line No.	Fee Component	Annual Fees
1	Base Fee Amount	\$
2	Asset Management Fee Amount	\$
3	Total Annual Amount	\$

Table 8: Upfront Capital Items Cost (Optional)

Line No.	Description	Capital Costs
1	Upfront Capital Items Cost	\$

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about May 1, 2023, (unless otherwise agreed upon by City and successful Proposer), and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the costs proposed herein and accepted after contract negotiations.

NOTE: This cost proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City.

All supplemental information requested is enclosed or presented in a separate sealed box or package.

(Signature)

(Typed Name)