



THE TOWN OF MOUNT CARMEL, TENNESSEE

Request for Sealed Proposals with Separately Sealed Price Proposal included

Operation, Maintenance and Management of the Mount Carmel Wastewater Treatment Plant

RFP # 25-001

**Sealed Proposal Due Date/Time
FEBRUARY 21, 2025, at 4:00 pm EST**

Town Administrator-City Manager
Town of Mount Carmel
100 E. Main Street
Mount Carmel, Tennessee 37645
(423) 357-7311

jim.stables@mountcarmeltn.gov

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I. General Background

The Town of Mount Carmel, Tennessee, hereafter referred to as the Town, are requesting Sealed Proposals from respondents capable of entering into a public-private “partnership” agreement to provide operation, maintenance and management services (OM&M) for the Town’s Wastewater Treatment Plant (WWTP). The Town is interested in maximizing benefits for their customers from this effort and views the intended relationship as a partnering venture in which issues are quickly and fairly resolved for the mutual benefit of the Town and the successful respondent. The Town and the successful respondent shall enter into a mutually binding operation, maintenance and management agreement addressing the topics contained in this document. The agreement shall not constitute a legal partnership. The Town therefore reserves the right to expand the scope of services to include additional responsibilities.

It is understood that the information contained in the statement of qualifications, price proposal and the experience, guarantees, and innovative approaches demonstrated therein shall be the general basis for selection of a respondent to provide these professional services. The Town expects to select the highest scoring respondent based on a structured point scoring evaluation. The scoring evaluation (Section IX) shall consider each respondent’s ability to perform the required services, experience and technical expertise, ability to make financial and technical guarantees, corporate resources and depth, and innovative approaches. The Town will immediately begin negotiations with the selected highest scoring respondent. Should the negotiations fail to result in an executed agreement, the Town may elect to terminate negotiations with the first-ranked respondent and begin negotiations with the second-ranked respondent, and so on, or cancel the process.

II. Public-Private Partnership Purpose and Objective

The purpose of this partnership is to operate, maintain, and manage the Town’s wastewater treatment facility for a five-year period beginning no later than April 28, 2025. The objective is to save the Town money, operate consistently in compliance with the operating permit and applicable regulations, improve maintenance, and consider innovations to lower the capital and operating costs of any and all aspects of wastewater operations.

III. Required Standards

This section establishes standards of experience and financial capability that the Town requires for a respondent to be considered qualified. The Town, in their sole discretion, will decide if a respondent meets the standards. Please note the respondent is the entity responding to this solicitation and not a parent company, joint ventures partners or other corporate affiliates. Scoring of the qualified respondents will be as described in *Section IX*.

The respondent must:

1. Have been in business of providing full services public-private partnership agreements for operation, maintenance, and management of water and wastewater treatment facilities for at least ten (10) years. Full-service public-private partnership contracts for operation, maintenance, and management means, at a minimum, providing all labor and management, paying all operation and management expenses, guaranteeing a maximum cost and guaranteeing performance including regulatory agency compliance.
2. Operate five (5) or more wastewater treatment facilities of at least 5 MGD design capacity. All facilities shall be located in the United States, with preference to local knowledge and experience with the Tennessee Department of Environmental Conservancy (TDEC), TDEC Commissioners Orders and Notices of Violations, and wastewater management in the Northeast Tennessee Region, and its possessions shall be under U.S. EPA and appropriate state environmental regulatory agency jurisdiction.
3. Respondents shall provide a detailed operating plan for the facilities and other responsibilities that indicate how the respondent will provide operation, maintenance and management services with a detailed 30-to-45-day transition start-up plan and date, from the signed contractual agreement.
4. Demonstrate on-call ability, and personnel depth to respond within 30 minutes to any emergent wastewater plant or collections system issue or overflow that occurs in the Town of Mount Carmel jurisdictional boundaries.
5. Furnish liability and property damage insurance of not less than \$1,000,000 combined single limits for bodily and/or property damage. Proof of coverage must be provided.
6. Respondents shall submit evidence of bonding capability in the annual contract amount. The amount of the bond may be reduced depending upon the final scope of services.

IV. General Information

Each respondent must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. Provide the full name, tax identification number, and main office address of the responding entity (hereinafter referred to as the "respondent") which would ultimately enter into a contract with the Town.

Note: Respondent information is to be submitted for the respondent and not a parent company, joint venture partners or other corporate affiliates.

2. Identify when the respondent was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name.
3. Identification of the firms that the respondent intends to subcontract or otherwise use to perform work on this project.

a) Additional Qualifications Information

1. Provide a listing of all full-service public-private partnership arrangements for the operation, maintenance and management of wastewater treatment facilities (systems) which the respondent currently has, including the gross annual amount of each partnership; the partnership start date; the anticipated completion date; the name, address, contact person and telephone number of the partner agency; and the size and type of the facility. Full-service public-private partnerships for the operation, maintenance, and management means,

at a minimum, providing all labor and management, paying all operations and maintenance expenses, guaranteeing a maximum cost, and guaranteeing performance including regulatory agency compliance.

2. Describe the respondent's specific and relevant experience related to the scope of services requested herein; specifically, the size of facilities, type of facilities, technology, etc. The respondent should include at least five (5) references for work performed at wastewater treatment plants of at least 5 MGD design capacity.
3. Describe respondents' depth and resources which would also be available for the benefit of the Town.
4. Demonstration of experience in capital planning aspects of wastewater systems. Identify specific projects where such services are provided and the results of such service.
5. Have specific experience that respondent possesses to evaluate, recommend, and implement corrective actions to reduce infiltration/inflow into the wastewater collection and conveyance system.
6. Have the proven ability to successfully deal with odor issues which may typically be found at wastewater treatment facilities.

V. Pre-Submission Conference, Facility Evaluations and Other Procurement Information

The Town will conduct a non-mandatory pre-submission conference and tour of the facilities on Wednesday, February 5, 2025, to begin at 10:00 a.m., at the Mount Carmel Wastewater Treatment Plant, located at 116 Seminole Drive, Mount Carmel, Tennessee.

The purpose of the pre-submission meeting is to answer questions regarding the request for sealed Request for Proposals/Price Proposals (RFP/PP). All respondents interested in submitting a sealed RFP/PP may contact James Stables, Town Administrator-City Manager, Town of Mount Carmel, Tennessee at (423) 357-7311 to indicate their intent to attend the pre-submission conference. Each interested respondent should ensure that they meet or exceed the Required Standards set forth in *Section III* of this document.

The Town will make available on the day of the tour sufficient information to submit a sealed RFP/PP including statements of qualifications, construction plans and specifications, design reports, NPDES compliance reports, operating budgets and other pertinent data.

Each respondent will also have an opportunity to schedule a maximum of one four-hour day for an independent evaluation of the facilities to further familiarize themselves with current operation and maintenance practices. Arrangements for the inspection and/or copying of documents shall be coordinated through the Town Administrator-City Manager, Town of Mount Carmel, Tennessee, and a fee of up to \$0.25 per sheet may be charged for photocopies of any documents not already printed for distribution. Any information and/or records requested by a respondent will be made available to all other respondents.

If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or requires clarifications, such matters should be submitted in writing, via email (jim.stables@mountcarmeltn.gov), prior to 4:00pm, on February 4, 2025, to James Stables, Town Administrator-City Manager, Town of Mount Carmel, Tennessee.

Copies of all questions and answers, and any addenda to supplement the Sealed RFP/PP,

will be sent to each respondent no later than three days prior to the RFP/PP due date. Only formal written responses to properly submitted questions will be binding.

The Town reserves the right to request additional data or information after the submittal date, if such data or information is considered pertinent, in the Town's sole view, to aid the review and evaluation process.

The Town reserves the right to supplement, add to, delete from and change this solicitation document.

The Town reserve the right to reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals, or to re-advertise.

VI. Equipment Owned by the Town

All land, buildings, improvements and permanent equipment which are presently in place, or new facilities which may be added by construction projects, shall remain or become property of the Town. Should the respondent fund any facility improvement at the request and with the approval of the Town, such facilities shall become the Town's after the completion of a repayment schedule. All existing facilities shall be made available to the respondent for its use in providing the service under the partnership agreement.

Expendable supplies and spare parts which are on hand on the date of the initiation of the partnership shall be inventoried. The respondent shall assume responsibility for such inventory and at the end of the partnership period, the inventories shall be returned to the Town at a value equal to the beginning value, less normal wear and tear.

The respondent shall maintain all land, buildings, improvements, vehicles and permanent equipment that are within the scope of the partnership agreement. Equipment and vehicle maintenance shall be performed by the respondent in accordance with the manufacturer's recommendations or good industry practices and the respondent will be required to provide proof thereof to the satisfaction of the Town.

Separately, the Town and the respondent may arrange for the respondent to purchase, maintain, and replace the rolling stock and transportable equipment currently in use by the Town. Such purchase prices shall have buy-back provisions to enable the Town, upon partnership completion or early termination, to buy back the same or similar inventory.

VII. Submittal Form and Content

The sealed RFP/PPs must contain at least the following:

- Transmittal Letter
- Required Standards
- General Information
- Additional Qualifications Information
- Operating Plan
- Business Considerations
- Draft OM&M Agreement

The sealed RFP/PP shall identify any and all non-monetary terms and conditions associated with the services included in the sealed RFP/PP, such as the respondent's limitations on liability. After selection of the highest scoring respondent, the scope of work shall be clarified, and changes shall be negotiated along with the Agreement, beginning with the draft agreement submitted in the sealed RFP/PP.

The following are further discussions relative to the content of each of the suggested chapters of the sealed RFP/PP:

Transmittal Letter – To include at a minimum, a commitment by respondent, if selected, to enter into good faith negotiations. The letter must be signed by an officer of the respondent firm.

Required Standards – Responses to requests contained in *Section III* of this document.

General Information – Responses to requests contained in *Section IV* of this document.

Additional Qualifications Information – Responses to requests contained in *Section IV* of this document.

Operating Plan – The Operating Plan should discuss the following topics:

- Provide a list of the specific individuals assigned to the Management Team and to Technical Support that the respondent will assign to this partnership during the transition and operation and provide the background and experience of those individuals.
- Provide a detailed staffing plan indicating the type and quantity of the various positions the respondent feels are necessary to provide the services requested.
- Discuss the transition procedure and the impact of any surplus employees and the respondent's plan to accommodate them.
- Provide an operating plan for the facilities and other responsibilities that indicate how the respondent will provide operation, maintenance and management services with a detailed 30-to-45-day start-up operational transition plan and date from the signed contractual agreement date.
- Provide a description of any enhancements the respondent will make in operations and maintenance of the Towns facilities.
- Specifically identify any additional services that exceed the services requested herein.
- Changes or limitations to the general provisions listed in *Section VII*, draft partnership agreement.

Business Approach – Discuss respondent's position on such business issues as assumption of risk, future years' price adjustments, repair and replacement, capital improvements and guarantees.

Draft OM&M Contract – Include a draft OM&M agreement for the Town to review.

The Town is requesting a draft OM&M agreement as a part of the sealed RFP/PP. However, a summary of some of the general provisions the Town will expect to see in any final OM&M agreement are as follows:

- Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or the Town by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc., for reasons resulting from the respondent's negligence during the period of the partnership.
- Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facilities (systems) and reporting requirements and a process control system which furnishes complete and accurate records. Systems should be capable of readily providing historical data and trends.
- Provision of indemnification and hold harmless of the Town and their agents, officers, assigns, employees, etc., from any loss or liability for claims, damages (excluding consequential, special and/or incidental damages), lawsuits for reasons resulting from the respondent's negligence during the period of the partnership. To the extent respondent seeks to monetarily limit such indemnification, the respondent should

clearly indicate the proposed amount of any such limitation.

- Provision of comprehensive liability insurance policies including the Town as an additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$1,000,000); a certificate of such insurance shall be submitted to the Town upon signing of the agreement.
- Provision of a fixed dollar value for Repair and Replacement such that the respondents' obligations will be explicit as to maintenance of the Town's equipment and facilities. Such Repair and Replacement limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
- Provision that the respondents shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Town and assist the Town in enforcing existing equipment warranties and guarantees.
- Provision that the respondent shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance and are capable of and demonstrate experience necessary to operate and maintain facilities.
- Provision that the respondents shall operate all facilities such that odor and noise shall be effectively controlled and that no avoidable disruption of adjacent neighborhoods shall result.
- Provision that the respondent shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented, and all portions of that program shall be adhered to.
- Provision that the respondents shall provide the Town with full documentation that maintenance is being performed on all equipment in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by the Town. Such a maintenance program must include documentation of maintenance and a spare parts inventory.
- Provision that within the first ninety (90) days, the respondent shall provide the Town with a list of any recommended capital improvements the respondent believes will be required for any of the facilities covered under the partnership. The respondent will not be relieved of his responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented, however.
- Provision for the respondent to provide computerized maintenance, process control and laboratory management systems.
- Provision for the term of the agreement between the Town and the respondent be five (5) years with the mechanism(s) or alternatives to the annual price adjustments to be described by the respondent. The Town may consider alternative terms when demonstrated to be financially beneficial to the Town.
- Provision for the Town and respondents to negotiate an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes. The adjustment approach alternatives shall be described by the respondent.
- Provision that the respondent shall arrange financing and make arrangements for the provision of providing for the design and construction/installation of capital

improvements as requested and approved by the Town, subject to mutually agreeable terms and conditions.

- Provision for agreement termination if the level of performance is unsatisfactory.
- Provision that the respondent shall be responsible for sludge management and disposal. Methods and costs of sludge management and disposal shall be approved by the Town.
- Provision that the respondent shall be responsible for regulatory compliance as long as the influent meets the quantity/quality parameters identified in the agreement.
- Provision which specifies that neither party shall be liable to the other for special, incidental or consequential damages.

PRICE PROPOSAL

A separately sealed non-binding Price Proposal shall be delivered with the sealed RFP/PP. The submittal document for complying with the Non-Binding Price Proposal portion of this procurement is suggested to contain at least the topics that follow:

- Summary
- Details of Price Proposal
- Future Price Adjustments
- Terms and Conditions

The non-binding Price Proposal shall be submitted in accordance with the following format and shall be complete in every detail. The proposal shall identify all terms and conditions associated with the Price Proposal. All pricing exceptions shall be noted. Failure to do so will be considered cause for disqualification. The following definitions shall be applicable to the price items requested in this section:

Personnel Services – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees.

Utilities – The Town is responsible for paying all utility bills directly to the respective utility companies. Utilities include, but are not limited to, electricity, natural gas, water, and heating fuels.

Chemicals – Includes all chemicals.

Equipment – Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment.

Materials and Supplies – Includes, but is not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplicating and photo supplies, medical supplies, chemicals, laboratory supplies, clothing and uniforms, and other materials and supplies.

Outside Services – Includes, but is not limited to, equipment rentals, temporary and/or part-time help, legal fees, registrations, telephone, courier service, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance and other professional services.

Solid Waste and Biosolids Management – Solid waste and biosolids removal and disposal.

Other – Includes amortization of contractor furnished capital and startup costs, and any and all expenses not identified in any other specific category.

Maintenance and Repair – Includes the total of all maintenance and repair expenditures

including, but not limited to, repair parts, maintenance equipment, maintenance supplies, outside maintenance services, oil and grease, packing and maintenance equipment rental. Contractor on-site labor shall not be included.

Non-Binding Price Proposal for First Full Year of Operations

Personnel Services	\$ _____
Utilities	\$ _____
Chemicals	\$ _____
Equipment	\$ _____
Materials/Supplies	\$ _____
Outside Services	\$ _____
Solid Waste and Biosolids Management	\$ _____
Maintenance and Repair*	\$ _____
Other (Identify)	\$ _____
Overhead/Profit	\$ _____
TOTAL	\$ _____

* Respondent will use on an annual basis \$ _____ for Maintenance and Repair.

INDUSTRIAL MONITORING PROGRAM & RESIDENTIAL GRINDER PUMPS

The Town has no industrial generation or current monitoring requirements, nor do they expect to gain any Significant Industrial Users (SIUs) in which the contractual operator for the WWTP would need to administer an Industrial Discharge Monitoring Program (IMP). The operator will manage the installation, maintenance and inspections of approximately 700+ residential grinder pumps and the eleven (11) Town wastewater lift stations located throughout the Town's Sewer Service area.

VIII. SCHEDULE OF EVENTS

Each respondent must submit four (4) paper copies of the sealed RFP/PP no later than 4:00 P.M. on Wednesday, February 21, 2025, addressed to Town Administrator-City Manager RFP #25-001, Town of Mount Carmel-City Hall, 100 E. Main Street, Mount Carmel, Tennessee 37645. The outside of the shipping carton must be clearly marked "Sealed Request for Proposal/Price Proposals – Public-Private Partnership for the Operation, Maintenance and Management of the Town of Mount Carmel Wastewater Treatment Plant for the Town of Mount Carmel, Tennessee."

SCHEDULE

<u>Item</u>	<u>Date</u>
Advertisement for Sealed RFP/PP	January 24, 2025
Pre-submission Meeting and Site Tour (non-mandatory)	<u>February 5, 2025</u>
Sealed RFP/PP submittal	February 21, 2025
Respondent interviews (if required)	Week of February 24, 2025
Selection of highest rated respondent	Week of March 3, 2025
Negotiations & Agreement Execution	Week of March 10, 2025
Required Full Commencement of Services	April 28, 2025

IX. SCORING OF SUBMITTALS

The evaluation of the RFP/PP and of the respondents presenting them will be carried out by a Selection Committee created for this purpose. The Committee will make its decision based on information gathered during the procurement process and evaluation criteria

outlined in this section. Failure to provide relevant information may result in penalties being assessed on the evaluation score.

Respondents will be evaluated as follows:

1. Committee members will individually evaluate each RFP/PP on the points system identified in *Table 1*.
2. The Committee will meet to discuss the RFP/PPs and evaluate scores. Consensus will be reached by the Committee agreeing to scores representative of the Committee's overall evaluations. If consensus cannot be reached, the scores will be averaged and these scores will represent the Committee's overall evaluation to that point.
3. Respondents may be further evaluated based on an oral interview with the Committee members. The purpose of this interview is to clarify the qualifications of the respondents and allow the Committee to verify its evaluation. Additional services or significant changes to the submittals shall be identified separately, as required elsewhere in this RFP/PP.
4. The respondents will be notified of the ranking after recommendation for selection has been determined.

The sealed RFP/PP evaluation matrix outlined in *Table I* will be used to address the following criteria:

1. Qualifications to operate, maintain, and manage the facilities (and systems) and provide services based on previous experience, management capability, technical resources and financial capability.
2. Record of operating facilities and providing services for facilities (systems) of similar size and complexity. Visits to sites and/or contact with municipalities presently being served will be made if thought to be necessary to complete the evaluation.
3. The qualifications of the personnel being proposed to manage and support the facilities (systems) in terms of expertise and experience with similar facilities (systems) and services.
4. The quality of the submittal in terms of technical correctness and presentation.
5. The respondent's responsiveness to the RFP/PP.
6. The methodology to deal appropriately with the transition from existing operations to respondent operations, the method of staffing the facilities and approach to managing excess employees.
7. The maintenance program that will be undertaken to ensure the capital investment in existing and future facilities by the Town have made are properly maintained and proof of condition and trends are sufficiently documented.
8. The performance and cost guarantees that are proposed.
9. The adequacy and completeness of answers to the questions in *Section III* and *Section IV*.
10. The adequacy of the operating plan.
11. The draft OM&M agreement.
12. Business approach.

X. ADDITIONS AND EXCLUSIONS

It is understood that the Town has specified the RFP/PPs to be provided. All other additions and/or any exclusions shall be clearly and separately identified as noted herein. Non-compliance with this requirement will be considered cause for disqualification of the respondent from further consideration.

XI. NEGOTIATIONS WITH THE HIGHEST SCORING RESPONDENT

The Town regards the submission of the sealed RFP/PP as the most important factor in selection of a respondent to provide services for the operation, maintenance and management of the Mount Carmel Wastewater Treatment Plant facilities under a public-private partnership. The Town reserves the right to reject any and all RFP/PPs and is under no obligation to award a partnership.

The Town intends to negotiate an agreement with the respondent with the highest score, as determined by the Committee. However, should the negotiation with the highest scoring respondent not produce an acceptable partnership arrangement, the Town will request the respondent placing second in the evaluation process to begin negotiations.

The responsibility for the final selection and partnership negotiation rests solely with the Town.

The Town shall not be liable to any respondent for costs associated with responding to the RFP/PP process, for the respondent's participation in any oral interview, or for any costs associated with negotiations.

Table I
EVALUATION MATRIX – STATEMENT OF QUALIFICATIONS

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
1. Respondent Profile <ul style="list-style-type: none"> • General capabilities • Financial capability • Bonding capability • Proof of insurance • Years in business • Commitment to public-private partnership for operation, maintenance and management • Management experience and depth • Operations and specialist support services 	10	<hr/>
2. Respondent Experience <ul style="list-style-type: none"> • Number and size of projects • Number of projects of similar size and complexity • Number of employees directly involved in projects • Years of experience • Dollar value of projects • Corporate depth and resources • Other relevant experience 	20	<hr/>
3. Operating Plan <ul style="list-style-type: none"> • Technical understanding • Transition plan within 30-45 days of signed contractual agreement • Transition experience • Operating, maintenance and management approach • Creativity: <ul style="list-style-type: none"> ➤ Innovation ➤ Operating/maintenance changes • Clarity of presentation of services to be provided 	25	<hr/>
4. Personnel Assigned to this Project <ul style="list-style-type: none"> • Home office management involved and role • Staffing plan • Organization chart, reporting, etc. • Staff qualifications and experience 	20	<hr/>
5. Draft OM&M Agreement <ul style="list-style-type: none"> • Meets all provisions of <i>Section VII, Draft OM&M Contract</i> • Fair and equitable price adjustment formula 	10	<hr/>
TOTAL	85	<hr/>

Table II
EVALUATION MATRIX – PRICE PROPOSAL

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
6. Price	15	_____
TOTAL	15	_____

Cost analysis procedure:

A = Bid

B = Lowest bid received

C = Difference (A-B)

D = Fractional difference (C/B)

E = Fraction Awarded (1-D)

F = Total possible points = 15

G = Points awarded = (E x F)

The Town reserves the right to reduce points scored for price proposal based on terms and conditions associated with price proposal or exceptions taken which in the Town's view would be unfavorable.

Selection of a respondent to perform these professional services will be based upon qualifications, experience, historical performance record, financial capability, understanding of needs, suggestions for improvements, and the respondent's proven technical capabilities. In addition to the data and documentation being submitted by the respondent in response to this request, the Town reserves the right to make an on-site inspection and evaluation of any facility at which operation, maintenance and management services are currently being performed by the respondent. If the Town chooses to exercise this right, the respondent shall provide a representative, with or without notice, to accompany the Town or their delegated representatives on any on-site inspection. The inspection is not limited to only one facility. All costs for transportation and subsistence to inspect any facilities incurred by the Town's personnel shall be borne by the Town.

PROPOSAL FORM

RFP 25-001, Operation, Maintenance and Management of the Mount Carmel Wastewater Treatment Plant

The undersigned hereby declares that no person or party other than the undersigned have any interest whatsoever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same product/service and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

The undersigned also declares that they have carefully examined the scope of work relating to the service herein referred to and fully understands the nature of the obligations proposed.

By signing the document, the undersigned hereby agrees to all other terms and conditions, including the attached Sealed Solicitation General Terms and Conditions, and the Town's Requirements for Bids, Requests for Proposals, and Contracts Between the Town of Mount Carmel and Other Parties. By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder complies pursuant to T.C.A. § 12-12-106 & T.C.A. § 12-4-119.

Proposal Submitted by: _____
TYPED

Proposer's Signature: _____

Proposer's Title: _____

Date: _____

Firm's Name: _____

Address: _____

Phone: (_____) _____ - _____

Email: _____

THIS FORM MUST BE SIGNED TO BE CONSIDERED

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

The purpose of this request is to provide statistical information related to Title VI regulations. This is a VOLUNTARY disclosure. The information requested pertains to the company owner.

Race: ☐ White/Caucasian
 ☐ Black/African American
 ☐ Hispanic
 ☐ Asian
 ☐ American Indian and Alaskan Native
 ☐ Native Hawaiian or other Pacific Islander
 ☐ Other

Gender: ☐ Male
 ☐ Female

This form will be maintained on file in the Administration Department for review by the Town of Mount Carmel, Tennessee and the Tennessee Department of Environment & Conservation Title VI Compliance Office.

Title VI Compliance

It is the policy of the Town of Mount Carmel, Tennessee to ensure equal opportunity in all aspects of its programs and services without regard to race, color, sex, or national origin under Title VI of the Civil Rights Act of 1964. This policy applies to the administration of programs, facilities, benefits, or services that receive assistance from the Federal government. During the performance of this contract, the successful vendor agrees as follows:

1. To comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereafter referred to as "Regulations") as they may be amended.
2. To ensure nondiscrimination on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The vendor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
3. That during solicitations either by competitive bidding or negotiation made by the vendor for work to be performed under a subcontract, including procurement of materials or lease of equipment, all potential subcontractors be notified by the vendor of their obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. That all information and reports required by the Regulations be readily accessible by the City of Bristol Tennessee or the Tennessee Department of Transportation as may be pertinent to ascertain compliance with the Regulations.
5. That in the event of noncompliance with the nondiscrimination provisions of the contract, the City shall impose contract sanctions as it or the Tennessee Department of Transportation may determine to be appropriate, including but not limited to:
 - a. Withholding payments until compliance is made, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. That the vendor includes these provisions in all subcontracts, including procurement of materials and leases of equipment.