

CITY OF MOORE/MOORE PUBLIC WORKS AUTHORITY
RFQ#1516-001

NOTICE IS HEREBY GIVEN that the City of Moore/Moore Public Works Authority will receive sealed RFQ's in the office of City Clerk, Purchasing Division, City of Moore, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160 for the OPERATION, MAINTENANCE AND MANAGEMENT OF THE WATER & WASTEWATER SYSTEMS. RFQ's will not be accepted after 2:00 p.m., CST, Friday, September 11, 2015.

There will be an Informational Pre-Bid Meeting held at 9:00 a.m., Wednesday, August 26, 2015, Moore City Hall, City Council Chambers, 301 North Broadway, Moore, Oklahoma 73160. This meeting is not mandatory.

Responses will be made in accordance with the specifications, and these specifications are on file and available for examination, or may be obtained from the office of the Purchasing Agent, Moore City Hall.

Six (6) bound copies & one (1) PDF copy on CD or thumb drive, addressed to the Office of the City Clerk, Purchasing Division will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"RFQ #1516-001"
"OPERATION, MAINTENANCE AND MANAGEMENT
OF THE WATER & WASTEWATER SYSTEMS"

Proposals received more than ninety-six (96) hours [excluding Saturdays, Sundays and holidays], before the time set for the receipt of proposals will not be considered.

The City of Moore/Moore Public Works Authority reserves the right to accept the proposal which, in the judgement of staff and Trustees of the Authority, is the best for the application of needs, materials and services as covered in the specifications, and determined the best, overall, for the good of the City of Moore/Moore Public Works Authority.

The City of Moore/Moore Public Works Authority reserves the right to reject any and all bids; waive irregularities and formalities in any proposal submitted. In addition, the City of Moore/Moore Public Works Authority will reserve the right to contract with one or more parties to perform identical services as deemed appropriate.

The City of Moore/Moore Public Works Authority is an equal opportunity employer.

Carol Folsom, Purchasing Agent
(405) 793-5022

REQUEST FOR QUALIFICATIONS

FOR

OPERATION, MAINTENANCE, AND MANAGEMENT OF THE WATER & WASTEWATER SYSTEMS

**CITY OF MOORE
MOORE, OKLAHOMA**



RFQ NO. 1516-001

**DUE DATE: SEPTEMBER 11, 2015, 2:00 PM
CITY CLERK'S OFFICE
301 N. BROADWAY
MOORE, OKLAHOMA 73160**

1.1 Introduction

The City of Moore, Oklahoma (current population estimate - 58,745) is seeking qualified firms (the "Contractor") to operate, maintain, and manage the City's water production & distribution and wastewater collection & treatment systems. Operation, Maintenance, and Management shall include management of operations, maintenance, equipment repair and replacement, water meter reading, CMOM implementation as required by ODEQ, assisting the City with upgrades and expansion projects, and related support functions such as Computer Maintenance and Management Systems (CMMS) and Supervisory Control and Data Acquisition (SCADA) system.

1.2 Background

In 1993 the City contracted with PSG (now Veolia) to provide wastewater and water O&M services. The City Manager is responsible for contract management.

Interested Contractors may obtain the following documents relating to Moore's Water and Wastewater systems on a compact disc:

- A. Water Distribution Map
- B. Sewer collection system map
- C. Wastewater Treatment Plant Record Drawings
- D. Industrial Pretreatment and Sewer Use Ordinance
- E. ODEQ Consent Order relating to CMOM and Draft CMOM submitted to ODEQ
- F. Water production wells, water storage, residential & commercial water user information
- G. Wastewater Lift Stations, collection system line sizes, & manhole information
- H. Bulk Water Purchase Agreement with Oklahoma City (50% of annual consumption)
- I. Brief Scope of work

1.3 Current and Future Challenges

The City of Moore has experienced population growth of over 40% in the past fifteen years. Minor and major water and wastewater related facilities will be built during the contract period. This will require Contractor to interface with design engineers and construction contractors selected by Moore. Contractor will contribute to the formulation and analysis of potential solutions to new challenges that the City will face.

1.4 Submittal Forms

Technical Qualifications must be submitted in a sealed envelope listing the following information on the outside:

"Operation & Maintenance, Water & Wastewater Systems, Moore, Oklahoma"

Technical Qualifications shall cover the scope of work. Contractor may add additional relevant information.

1.5 Number of Copies – Six (6) Bound Copies & one (1) PDF copy on CD or thumb drive.

1.6 Site Visit

Site visits will be held on an as-needed basis. Interested contractors should contact Mr. Eddy per Section 1.7 below.

1.7 Point of Contact

Mr. Stephen O. Eddy, City Manager, Moore, OK. E-mail: seddy@cityofmoore.com.

1.8 Forms

Forms 1 thru 7 with all Attachments shall be executed and included in the Contractor's Submittal. Federal forms identified as Exhibits D, E and F shall also be submitted.

1.9 Contract Period

The proposed contract shall have a ten (10) year primary term with additional years of service to be negotiated up to a maximum term allowed by the City's procurement code. The Term of the contract shall begin October 1, 2015 at 12:01 am, unless an alternate date is agreed upon by the City and Contractor.

1.10 Evaluation of Qualifications

Qualifications will be evaluated on the Contractor's ability to provide services that meet Moore's water and wastewater requirements. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Contractor to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The Contractor shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all of the Contractors may be requested by evaluators if deemed necessary to fully understand and compare the Contractors' capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

1. Submittals shall provide a straightforward, concise description of the Contractor's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's objectives.
2. Qualifications and any other information submitted by Contractors in response to this RFQ shall become the property of the City.
3. Contractors shall prepare and develop submittals at the sole cost and expense of the Contractor.
4. Submittals that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the City, at its option.

5. The City makes no representations of any kind that an award of contract will be made as a result of this RFQ. The City reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFQ when deemed to be in City's best interest.
6. Receipt of an addendum to the RFQ by a Contractor must be acknowledged by submitting the signed addendum with the submittal.
7. A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Contractor's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

EVALUATION CRITERIA		POSSIBLE POINTS
1	Proposed technical method and approach for fulfillment of the contract	25
2	Quality and innovation of Contractor response to specific questions and concerns	15
3	Staff experience and qualifications of proposed on-site management employee(s) and off-site management contact(s).	30
4	Corporate experience and resources in management of water and wastewater utilities	30
TOTAL		100

1.11 Public information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

1.12 City's Reservation of Rights

The City reserves the right to reject any and all submittals and re-solicit for new qualifications, or to reject any and all submittals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Contractor to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.13 Clarification

The City may, in the evaluation of submittals, request clarification from Contractors regarding their submittals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

1.14 Acceptance of Evaluation Methodology

By submitting a response to this RFQ, the Contractor accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.

1.15 No Reimbursement for Cost

Contractor acknowledges and accepts that any costs incurred from the Contractor's participation in this RFQ process shall be at the sole risk and responsibility of the Contractor. Contractor will submit proposals at their own risk and expense.

1.16 Ethical Conduct

The City of Moore expects the highest level of ethical conduct from Contractors including adherence to all applicable laws and local ordinances regarding ethical behavior.

1.17 Right to Terminate Negotiations

If an agreement cannot be made with the highest scoring Contractor, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Contractor.

1.18 Presentations

Finalists in the selection process may be asked to attend an interview once the RFQ process is complete. The finalists may be asked to confirm their qualifications via a presentation to the City's Selection Team.

1.19 Modification

Submittals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of proposals.

1.20 Acceptance of Qualifications

Acceptance of submittal is contingent upon the Contractor's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City's Procurement Code.

1.21 Requests for Explanations by Contractors

Any explanation desired by the Contractor regarding the meaning or interpretation of any part of this RFQ must be requested in writing and received in the City Manager's Office not less than seven (7) calendar days prior to due date of submittals. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The City Manager's Office shall issue any official explanations in writing, or via e-mail.

BRIEF SCOPE OF WORK

1.1 Scope of Work

The following scope is meant to be representative. Final Scope shall be negotiated with selected Contractor.

A. General

1. Contractor shall operate, maintain and monitor Water and Wastewater Systems on a 24-hour per day, seven day per week schedule.
2. Contractor shall provide an emergency telephone number to the public, the City and other local agencies for after-hours contact. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the phone.
3. Contractor's business office hours shall coincide with City's office hours. The City will provide office space at the new wastewater treatment plant site.
4. Contractor shall be responsible for repair and maintenance of the water and wastewater systems up to \$250,000 annually. The City will reimburse Contractor for repair and maintenance costs above this amount. Said reimbursements shall be at Contractor's cost, without markup from Contractor. Contractor shall purchase materials and services necessary to perform the scope of work directly or through the City's purchasing system. Contractor shall implement an inventory control system of all spare parts, which will include critical spare parts ranking and minimum stocking numbers.
5. Contractor shall be responsible for replacement of belts, lubrication, removal of pumps to de-rag, replacement of chemical pumps purchased by the City, various electrical services, and for all repairs, regardless of cost, for Contractor's negligence, or due to lack of maintenance by Contractor.
6. Contractor shall operate facilities in an energy and chemically efficient manner. The City will pay for seventy-five percent (75%) of power costs and one-hundred percent (100%) of chemical costs for all facilities. Contractor shall pay twenty-five percent (25%) of power costs.
7. Contractor shall mow all City owned water & sewer facilities. Weeds, trash, & debris shall be regularly removed from all sites. Equipment, tools, and City assets shall be properly stored & maintained at all times.
8. Contractor shall install, maintain and continuously update the City's Computer Maintenance Management System (CMMS).
9. Contractor shall assist in creating, maintaining, and continuously updating the City's wastewater collection and water distribution on the City's GIS system.
10. Contractor shall provide its own staff communication system to complete work within the City. The City shall provide certain vehicles for use by the Contractor, as determined by the City. The City will service and maintain all City-owned vehicles, unless damaged due to negligence by the Contractor. Contractor shall service and maintain all vehicles owned by the Contractor.
11. Contractor shall provide its own computers and software for plant operations, permit monitoring and compliance, daily reports, normal office functions, and monthly reporting to the City and the Oklahoma Department of Environmental Quality (ODEQ).

12. Contractor shall utilize City-provided computers and software systems for the SCADA system, the Computer Maintenance Management System, and the GIS system, unless otherwise approved by the City.
13. Contractor shall assist the City in creating and/or revising water and sewer related ordinances as needed,
14. Contractor shall submit its list of recommended capital improvements in conjunction with the City's budget preparation process for each fiscal year. If approved, the City shall make arrangements for the design and construction of said improvements. Contractor shall not be relieved of its responsibility to perform the services required as per the Scope of Service if the recommendations are not implemented.
15. Contractor may be required to assist in the preparation of grant applications, loan requests and/or bond issues pursued and authorized by the City. Contractor shall provide operational data as necessary for design and construction of water and sewer improvements.
16. Contractor shall provide technical and operational support in relation to any new or existing utility infrastructure plans, including plans, specifications, and/or contract review. Contractor shall be responsible for providing appropriate personnel to attend design review and pre-construction/construction meetings as needed.
17. In cases where an emergency or urgency to protect life, property, and the environment occurs, Contractor shall act immediately to preserve life and property and the environment. Contractor shall purchase goods and services as necessary and shall submit vouchers with documentation for payment by the City for such services, which shall be available for City audits.
18. As City's fiduciary, Contractor shall maintain in good condition, the City's operating equipment, buildings, materials, supplies, documents, manuals, specification copies. Contractor shall assist the City in the enforcement of warranties, guarantees, and licenses with timely notification of equipment failures.
19. Contractor shall implement City's CMMS. Contractor shall provide monthly reports to the City regarding operational activities, non-routine maintenance expenditures, & outstanding work orders.
20. Contractor shall organize, set up, and implement a central store for the purpose of controlling inventory used in the maintenance and operations of the water and wastewater systems. All inventories shall be tracked through the CMMS as goods received and goods expended by work order activities. Contractor shall provide statistics of these activities in a quarterly report to the City.
21. Contractor shall conduct an inventory of existing City assets and inventory items with the City and enter the information into the City's Computer Maintenance Management System within three (3) months of taking over operations. Going forward, the Contractor shall continuously track, update, and maintain the City's assets and inventory as part of the Computer Maintenance Management System in accordance, as a minimum, with manufactures' recommendations for each piece of equipment. Equipment failures due to maintenance not performed in accordance with O & M Manuals and manufacturers' recommendations shall be replaced at the Contractor's expense. Penalties for equipment failures due to lack of proper maintenance of equipment by the Contractor may be assessed by the City.

22. Contractor shall assist the City in submitting information on all major maintenance and capital improvements needed for each upcoming fiscal year.
23. Contractor shall annually provide analysis of the City's infrastructure needs of repair or replacement to provide a priority listing and cost estimates to justify any budget request for the reported needs. A summary report shall be provided to the City no later than March 31st of each Calendar year.
24. Contractor shall be familiar with and maintain existing Federal, State, and Local permits required to operate the City's Water & Wastewater System. Contractor shall make the City aware and assist the City in acquiring any new Federal, State, or Local permits required to operate the City's Water & Wastewater Systems.
25. Contractor shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Water & Wastewater Systems. Such records are considered property of the City and shall include, but not be limited to OPDES reporting requirements, and various other State of Oklahoma reports.
26. Contractor shall ensure sufficient staffing levels of qualified personnel at all times, to perform the required duties.
27. Contractor shall provide safety equipment in compliance with OSHA.
28. It is the Contractor's responsibility to insure that the treatment, distribution, and collection facilities are to automatically return to operation after power failure events, to prevent OPDES permit violations. To prevent further instances, the Contractor shall physically inspect all facilities within two (2) hours after a power failure, and ensure that all equipment, instrumentation, and the SCADA system are working properly.
29. Contractor shall perform maintenance as follows for all facilities:
 - a. Contractor shall perform all preventative maintenance listed in equipment operations and maintenance manuals and the City's facility operation and maintenance manuals at contractors cost. This includes lubrications, belt replacements, mechanical and electrical equipment cleaning, pumping packing, flush water, weir cleaning, UV lamp replacement, pump rotation, etc.
 - b. Contractor shall track and manage the routine maintenance and equipment troubleshooting and repairs of all City facilities, equipment and buildings with the Computer Maintenance Management System. This system has a priority assigned to all work order items. Work order items have been assigned a priority based on a criticality review conducted by the existing operations staff. The review assigns a priority from 1 to 24 with 24 being the highest priority for completion. The Contractor shall complete all work orders within the following timeframe.

Priority 20 to 24:	24 hours
Priority 15 to 19:	1 week
Priority 10 to 14:	30 days
Priority 5 to 9:	60 days
Priority 1 to 4:	90 days

The City will periodically review equipment prioritization with the Contractor as needed.

- c. If equipment, instrumentation, vehicles, or the SCADA system are not functioning properly, Contractor shall perform industry standard troubleshooting as outlined in the equipment operations and maintenance manuals and the City's facility operations and maintenance manuals. This includes checking circuit-breakers to make sure equipment has power along with other troubleshooting tasks.
 - d. If after troubleshooting, equipment or systems are deemed to be in need of repair or replacement, Contractor shall manage the repair or replacement process. Contractor shall obtain quotes from vendors and subcontractors for inspection, diagnostic, repair and replacement as needed. Contractor shall obtain approval from the City prior to initiating repairs. The City may request Contractor obtain additional quotes if repair costs are deemed too high. All repair costs shall be directly paid for by the City without markup from Contractor.
 - e. In the event the Contractor fails to perform any service under this Contract in a timely manner, the City shall notify the Contractor of the issue with a date to remedy the situation. If the Contractor fails to perform services by the provided date, the City may at its option independently perform the service or hire others to perform the service. In such cases, the City will withhold the cost of such services from monthly payments to the Contractor. Costs withheld shall include the time and materials for City personnel as well as outside contractors.
30. Contractor shall provide certified employees as required by federal, state, and local laws. Contractor shall be responsible for training of personnel to maintain certifications and improve knowledge.
31. On federally funded projects the contractor must comply with all applicable federal requirements including but not limited to: Civil Rights, Affirmative Action, Employment Restrictions, Conduct, Lobbying, Copyrights, Religious Activities, Housing and Community Development (HCD) Act of 1974, and all applicable Office of Management and Budget (OMB) Circulars.

1.2 Management of Water & Wastewater Operations

A. Water Production

Contractor services shall include the activities described below:

- 1. Contractor shall test potable water and maintain chlorine residuals throughout the City. Water shall be sampled and confirmed acceptable for consumption per state and federal requirements.
- 2. Contractor has no responsibility for the quality of water received from the wells, but is responsible for ascertaining that safe drinking water is being delivered to customers.
- 3. Contractor shall ensure that all water produced for drinking meets or exceeds federal, state, and local laws through regular and required laboratory analysis. Contractor shall be responsible to provide major maintenance and capital improvements needed to provide a safe and sufficient supply of water.
- 4. Contractor shall annually certify or calibrate all flow meters and repair and replace meters as necessary.

5. Contractor shall maintain a crew for emergency operations and minor repairs of the Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified of such incidents.

B. Water Distribution

Contractor shall operate and maintain the City's water transmission and distribution systems, valves, fire hydrants, and air release valves. Contractor shall diligently respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified of such incidents. Contractor services shall include the activities described below:

1. All distribution valves shall be operated at a minimum of once per year with the date of operation recorded for future reference. Each valve shall be verified to be left in proper operating position and in working condition. As part of this annual "operation", a Global Positioning System (GPS) reading shall be taken.
2. Contractor shall provide technical and operational water information (non-engineering) as needed for grant, loan, and bond application preparation efforts of the City.
3. Contractor shall assist City on locating water mains for Call-OKIE.

C. Wastewater Collection

Contractor shall operate, maintain, and make minor repairs to the City's wastewater collection systems, including mains, force mains, and lift stations. Contractor shall diligently respond to service calls for wastewater line stoppages, overflows, breaks, odors or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. Contractor services shall include the activities described below:

1. Contractor shall enter, open hatches, and physically inspect all lift stations for any irregularities, perform other checks, and change pump lead lag sequences a minimum of once per week.
2. Contractor shall inspect for proper operation and clean air relief valves a minimum of once every quarter.
3. Contractor shall annually clean and inspect twenty percent (20%) percent of the sanitary gravity wastewater lines. Contractor shall work with the City to determine the priority of the gravity wastewater lines needing to be cleaned. Contractor shall also inspect manholes for corrosion, deterioration, leaks, proper flow, sand accumulation, coating, depressions and notify City of any deficiencies. A Global Positioning System (GPS) reading shall be taken on each manhole inspected. Contractor shall televise the identified trouble spots in the system and note service lateral connection locations. This shall ensure that all blockages, sources of odors or breaks have been cleaned or identified. Traffic control shall be given due consideration to determine the best time to perform the work. In addition, direction of flow in the sewer system shall be considered to reduce the potential for damage from water being forced back up the homeowners' service line and into their residences.

4. Contractor shall provide updates for record keeping and documentation of record drawings associated with the wastewater collection and treatment system, and repairs, maintenance, and construction.
5. Removal of blockage in the wastewater collection lines shall occur only within public easements or right-of-way. The cleaning of house laterals on private property shall not be the Contractor's responsibility unless there is a circumstance where the private property line problem may have been caused by Contractor performance of their duties on the City's system.
6. When a lift station alarm condition occurs, the SCADA system is designed to notify plant operators. If the alarm is set off during normal work hours, a crew shall be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person notified by the alarm system shall proceed to the area within one hour to diagnose and repair the problem. All efforts shall be expended to prevent, or minimize, any spills or overflows. In the event of a spill or overflow, Contractor is responsible for cleanup in accordance with state & federal requirements.
7. Twice a year, Contractor shall conduct lift station operation evaluations of all lift stations via SCADA, flow meters, operations logs, and pump run times. Pump run times, proper pump rotation, total pump station flow (if available), will be compared to the previous 6 months to determine if excessive pump run times, on-off cycles, or abnormal flow conditions are occurring. A summary report stating the station is operating normally or abnormally shall be provided to the City twice a year. A similar evaluation shall also be made after major repairs or replacements of pumps at each lift station. Cost associated with this work, is the responsibility of the Contractor.
8. Contractor shall exercise generators on a weekly basis under load conditions to assure proper operation when needed for emergencies.
9. Contractor shall set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary. This information shall be entered and maintained in the GIS system.
10. Contractor shall actively pursue operations that reduce the generation of odors in collection system, lift stations and wastewater treatment plants.
11. Contractor shall provide technical and other operational wastewater system information (non-engineering) for operations, grant, loan and bond application preparation efforts of the City.
12. Contractor shall prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.
13. Contractor shall develop and maintain a crew for emergency operations and minor repairs of all aspects of the Wastewater Collection System, and shall be available twenty-four hours/seven days a week.

D. Wastewater Treatment

1. Contractor shall operate, maintain, and make repairs to the City's wastewater treatment facilities and all equipment necessary to produce treated wastewater effluent that meets or exceeds all federal, state, and local laws regulating the quality of discharged effluent for reuse or discharge to permitted receiving waters.

2. Penalty and liquidated damages for failure to meet OPDES permit requirements shall be paid by the Contractor.
3. Contractor shall be responsible for reporting in writing to the City and through the annual budget process, any and all major maintenance and capital improvements needed to provide a wastewater treatment system.
4. Contractor shall provide labor and equipment for the collection, hauling, testing, storage, and disposal of wastewater bio-solids at a landfill. Contractor shall track and manage disposal activities for the City per EPA 503 and the City's OPDES permit, including sludge, metals, and nitrogen loading rates and total tons disposed. All manifests required for disposal of waste shall be signed by or in the name of the City.
5. Contractor shall develop and maintain a crew for emergency operations and repairs of the Wastewater Treatment System twenty-four hours/seven days a week.

E. SCADA

1. SCADA system is provided as a tool by the City to assist the Contractor in operating the facilities. However, the SCADA system may be periodically down for service, power outages, faulty instruments, and faulty communication
2. Contractor may implement new programming, hardware, and communication to the SCADA system to assist in operation of facilities, with approval from the City. Such changes shall be made at Contractor's cost. All additional SCADA devices shall be programmed in the same protocol as the City's existing SCADA system. Complete documentation and the latest program shall be updated and kept on file. The City will pay for SCADA upgrades to accommodate new systems and facilities.
3. Contractor shall provide personnel with experience and knowledge to provide normal maintenance and troubleshooting of the SCADA system, hardware and software.

F. Emergencies

Emergencies within Contractor's capabilities should be resolved in a timely manner. In any emergency affecting the safety of persons or property, Contractor shall act without written approvals, at Contractor's discretion, to prevent threatened damage, injury or loss of life.

G. Laboratory Testing

Contractor shall provide laboratory testing and sampling required for plant performance and for water quality portions of all local, state and federal permits, rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. The City shall pay for said tests.

Additional testing and sampling specially requested by the City or other regulatory entities shall be coordinated with Contractor, and costs shall be paid by the City.

The City may periodically choose to require independent confirmation analyses of drinking water and wastewater effluent to be performed by an independent laboratory for quality control of in-house and Contractor contracted test results, at its own expense.

H. Hazardous Waste

Any hazardous waste generated by Contractor, such as used oil, UV Lamps, etc., in any of its activities shall be disposed of by Contractor, in accordance with applicable federal and state laws.

I. Reporting Requirements

Contractor shall provide the City with reports describing certain information on a periodic basis that will assist the City and Contractor in managing the utilities. The reports shall inform the City's Governing Body and the general public. Reporting requirements are subject to change as needed for providing information of the utilities system operations, historical data for future needs, and capital project planning. All reports shall be in summary format with detailed quantitative and financial information, available upon request by the City. Examples of required monthly reports are listed below. The listing is not inclusive and shall be changed as needed with concurrence by the City and Contractor.

Water Service

1. Number of active and inactive wells.
2. Number of gallons of water produced.
3. Number of gallons of storage.
4. Chemical usage.
5. Bacteriological testing results.
6. Training hours: safety, operations, equipment, and software.
7. Names of the actual personnel trained and hours attended.
8. Line repairs performed.
9. Fire hydrant flushing completed.
10. Customer inquiries.
11. Maintenance report: corrective and preventive maintenance.
12. Number of personnel hours: regular, overtime, compensatory time, on-call responses, and emergencies.
13. Current and planned project status.

Wastewater Service

1. Number of active and inactive lift stations.
2. Number of gallons of wastewater treated by plant.
3. Chemical usage.
4. Laboratory analysis results, summary.
5. Training hours: safety, operations, equipment, and software.
6. Names of the actual personnel trained and hours attended.
7. Sanitary sewer overflows.

8. Customer inquiries.
9. Maintenance Report: corrective and preventive maintenance.
10. Current and planned project status.

J. Customer Service

Customer Requests for Meter Readings; duties include, but are not limited to the following:

1. New Service Contracts.
2. Transfer of Service Contracts.
3. Final Service Contracts.
4. Billing requests for Re-reads.
5. Contracts for Temporary Service.
6. Daily Cut-Offs for Non-Payment.
7. Perform all reconnects after payments received up to 9:00 P.M. daily.

Administrative Duties include, but are not limited to the following:

1. Answer a minimum of four (4) phone lines.
2. Initiate and distribute work orders from Customer Service for utility departments.
3. Distribute and assist Customer Service with work orders and questions.
4. Handle distribution of reconnects for reinstatement of services.
5. Fire Hydrant Meter Distribution, Inventory and Monthly Readings.

K. Meter Reading

Contractor shall read customer water meters monthly. The City of Moore has approximately 28,000 residential water meters and 272 commercial water meters in sizes as shown below. These numbers grow each year.

<u>Commercial</u>	<u>Residential</u>	<u>Size</u>
202	-	1"
22	-	1.5"
43	-	2"
4	-	3"
1	-	4"
	28,000	5/8"

L. Other Maintenance

Requests for Service include the following:

1. Reread and check meter upon request.
2. Check leak at the meter.
3. Emergency Turn Off.
4. Turn off for repairs.
5. Low water pressure.
6. No water.
7. Meter valve replacement.
8. Pull and Plug per Customer Service or Code Enforcement.
9. Line Locates for Water/Sewer.
10. Crew shall be On Call 24 hours per day and 7 days per week.
11. Water Main Leak/Breaks.
12. Yard Repairs including Sod.
13. Relocation of Meters.
14. All Meter Sets for New Construction (Commercial and Residential).
15. Fire Hydrant Repairs and Replacements.
16. Main Line Valve Replacements.
17. Concrete Re-pours (Sidewalks-Curbs).
18. All Sanitary Sewer Calls (From Customers and Plumbers).
19. Manhole Repairs.
20. Point Repairs on Sewer Mains.
21. Customer Assistance Program for Sanitary Sewer Backups 24 hours per day and 7 days per week.

M. Industrial Pretreatment Program (IPP)

Contractor shall be responsible for compliance with the requirements of the ODEQ approved Industrial Pretreatment Program and sanitary sewer use ordinance enforcement for the City. Responsibilities include the following:

1. Conduct quarterly sampling of permitted industrial dischargers to the Collection System.
2. Maintain self-reporting files of permitted industrial dischargers to the Collection System
3. Conduct IPP inspections.
4. Conduct the Fats, Oil and Grease (FOG) Program and restaurant inspections.

N. Capacity Management Operations and Maintenance (CMOM) Program

Contractor shall implement Capacity Management Operations and Maintenance (CMOM) program in accordance with ODEQ requirements in the Consent Order and shall be in accordance with the Draft CMOM.

O. Federally Funded Projects

On federally funded projects the contractor must comply with all applicable federal requirements including but not limited to: Civil Rights, Affirmative Action, Employment Restrictions, Conduct, Lobbying, Copyrights, Religious Activities, Housing and Community Development (HCD) Act of 1974, and all applicable Office of Management and Budget (OMB) Circulars.

TECHNICAL SUBMITTAL OUTLINE

Submittals shall include answers to questions, requirements, and forms identified in this outline. It is not necessary to repeat the question in the submittal; however it is essential to reference the question number with the corresponding answer.

1.0 Minimum Technical Submittal Requirements

1. Technical Submittal shall not exceed 100 pages, including any appendices.
2. Include a cover letter summarizing why the Contractor is interested in this project. A party authorized to bind the entity submitting the qualifications, as well as the Contractor's project manager, must sign the cover letter. (See Form 1 and Attachments 1 & 2)
3. Identity of Contractor including central address, telephone number, and email address.
(See Forms 1 & 2)
4. A Statement that the submittal is effective for the proposed start date of October 1, 2015.
5. A detailed description of corporate structure, including parent companies, subsidiaries, and partnerships. Identify both the project manager and the corporate contact proposed for this project. (See Form 2)
6. Provide the number of years in business of managing water and wastewater systems.
7. Provide a Summary list of any pending, settled, tried, or other litigation the Contractor's firm has been involved in for the past five (5) years, with their current status. (See Form 2)
8. Include a statement describing the Contractor's organization and outlining its approach to completing the work required by this solicitation. This statement shall illustrate the Contractor's overall understanding of the project.
9. Provide a work plan that explains how Contractor will carry out the objectives of the project. Work plan shall describe staffing levels, including that of key administrative personnel and subcontractors, and proposed approach to providing services. Organizational charts showing the staffing structure as well as the relationship of the Contractor, its major subcontractors, and the City shall be provided. Provide resumes of key employees in proposed on-site and off-site management positions, including applicable technical licenses and degrees.
10. Provide proposed transition plan and methods to be used to maximize knowledge and experience of current staff and minimize employee turnover. Explain how your firm plans to minimize employee turnover.
11. Provide Summary of all reports and forms to be used by the Contractor, with information as to frequency and purpose.
12. List, in detail, any types of subcontractors anticipated to be hired at cost in excess of \$50,000 per year. Provide nature and amount of subcontract. (See Form 2)
13. Describe company's philosophy and practice in working within the community it services.
14. Describe company's procedures for communicating with residents to inform them as to the status of an ongoing repair project that has disrupted traffic or service to their homes.

15. Include Contractor's recent experience (past five years) in performing work similar to that anticipated herein. Contractor shall have at least one facility of equivalent size and complexity for both water and wastewater in Oklahoma. This description shall include the following:
 - a. Dates of service
 - b. Name and address of client organization
 - c. Name and telephone number of individual in the client organization who is familiar with the project
 - e. Short description of services provided
16. Provide Summary List of all incidents of regulatory violations occurring in the company's contract operations within the last 5 years in Oklahoma. Identify the facility and the regulation violated.
17. Include documentation of any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a Contractor from consideration. A potential conflict of interest includes, but is not limited to:
 - a. Accepting an assignment where duty to the client would conflict with the Contractor's personal interest, or interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
18. Submittal of executed Forms 1-7 attached hereto as a part of Contractor's response to this RFQ.
19. Submittal of executed Byrd Amendment Certification and Certificate Regarding Debarment, Suspension, and other Responsibility Matters.
20. Submittal of executed Certification as a Minority Owned, Women Owned or Section 3 Business (if applicable).

**Operation, Maintenance, and Management
Water & Wastewater Systems, Moore, OK**

Form 1

Transmittal Letter
(To be typed on Contractor's Letterhead)

Stephen O. Eddy, City Manager
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

Dear Mr. Eddy:

_____ (“Contractor”) hereby submits its Qualifications in response to the Request for Qualifications for Operation, Maintenance, and Management of the Water and Wastewater Systems issued by the City of Moore, Oklahoma.

As a duly authorized representative of the Contractor, I hereby certify, represent and warrant, on behalf of the Contractor team, as follows in connection with the submittal:

1. The Contractor acknowledges receipt of the RFQ and the following addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. The submittal of the Qualifications has been duly authorized by, and in all respects is binding upon, the Contractor. Attachment 1 to this Form is a Certificate of Authorization that evidences my authority to submit the proposal and bind the Contractor.
3. All Project Team members identified to date are identified in Attachment 2 to this Form.
4. The Contractor's obligations under the Agreement will be guaranteed absolutely and unconditionally by _____, as evidenced by the Project Guarantor Acknowledgement certificate submitted as Form 3. Attachment 1 to Form 3 is a Certificate of Authorization, which evidences the signer's authority to submit the project Guarantor Acknowledgement certificate and enter into a Guaranty Agreement with the City of Moore, Oklahoma.
5. The operations performance bond as security for performance of the Agreement will be provided by _____, as evidenced by such Surety's letter of intent submitted as Form 4.
6. The letter of credit as security for the performance of the Agreement, will be provided by _____ (or another banking institution approved by the City of Moore and licensed in Oklahoma), as evidenced by such banking

institution's letter of intent submitted in Form 5, if such a letter is requested by the City of Moore, Oklahoma.

7. The Required Insurance by the Agreement will be provided, or brokered by _____, as evidenced by such insurance company's letter of intent submitted in Form 6.
8. All information and statements contained in the proposal are current, correct, and complete, and are made with full knowledge that City of Moore will rely on such information and statements in selecting the selected Contractor and executing the Agreement.
9. The proposal has been prepared and is submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the services contemplated by the RFQ.
10. Neither the Contractor/Guarantor, nor any project Team Member is currently suspended or debarred from doing business with any governmental entity.
11. The Contractor has reviewed all of the engagements and pending engagements of the Contractor and the Project Guarantor, and no potential exists for any conflict of interest or unfair advantage.
12. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee, or on any other such fee basis, except bona fide employees of the Contractor or the Project Guarantor.
13. The principal contact person who will serve as the interface between the City of Moore and the Contractor for all communications is:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

14. The individuals who will be the Contractor's key technical and legal representatives are set forth below:

Technical Representative:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

Legal Representative:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

15. The Contractor has carefully examined all documents constituting the RFQ and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFQ and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFQ and the Qualifications.

Name of Contractor: _____
(Print or type)

Name of Designated Signatory: _____
(Print or type)

Signature: _____

Title: _____
(Print or type)

(Notary Public)

State of _____

County of _____

On this ____ day of _____, 2015, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

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

(seal) _____
Notary Public in and for the State of _____

(Name Printed)

My Commission Expires

My Commission Number

Attachment 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ the corporation, and is authorized to execute and deliver in the name and behalf of the corporation the Operation, Maintenance, and Management of the Moore Water & Wastewater Systems and all documents, letters, and certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ____ day of _____, 2015.

(Affix Seal Here)

Clerk/Secretary

**Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the proposal. Contractors shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.*

**Operation, Maintenance, and Management
Water & Wastewater Systems, Moore, OK**

Form 2

Contractor Information

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE CITY OF MOORE WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Contractor: _____

Person signing this form: _____

Title: _____

Phone Number: () _____ - _____ Fax Number: () _____ - _____

Email Address: _____

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Moore, Oklahoma is entitled to rely thereon:

1. Business is (check one)
- A corporation
 - A limited liability company
 - A limited liability partnership
 - A general partnership
 - A sole proprietorship
 - Other

2. Business Address: _____

3. State of incorporation or organization:
- Oklahoma
 - Other: _____

If other, attach certificate of authority to do business in Oklahoma.

4. List all other trade names (if any) used by the Contractor:

5. (a) Identify all officers, directors, managing or general partners, or managing members:

<u>Name</u>	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Identify officers, directors, members, and owners of 5% or more interest in the proposing entity or any other member for the project team:

<u>Name</u>	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Identify all subcontractors to which the Business intends to give 5% or more of its total, subcontractor work on this contract.

<u>Name of Subcontractor</u>	<u>Contact</u>
_____	_____
_____	_____
_____	_____

7. Identify any parent organization of the Contractor.

Parent's Name: _____

- A corporation
- A limited liability company
- A limited liability partnership
- A general partnership
- A sole proprietorship
- Other

State of Incorporation or organization: _____

8. Has the Contractor, its Parent Guarantor, its parent organization, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of nolo contendere, or otherwise admitted to:
- a) the commission of a criminal offense as an incident to obtain a public or private subcontract, or in the performance of such contract or subcontract?
Yes ___ No ___
 - b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offence indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor?
Yes ___ No ___
 - c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?
Yes ___ No ___
 - d) to the fraudulent, criminal, or other seriously improper conduct while participating in a joint venture or similar arrangement?
Yes ___ No ___
 - e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements, or transactions?
Yes ___ No ___
 - f) had a history of failure to perform, or a history of unsatisfactory performance of the one or more public contracts, agreements or transactions?
Yes ___ No ___
 - g) willfully violated a statutory or regulatory provision, or requirement applicable to a public contract, agreement or transaction?
Yes ___ No ___

EXPLAIN ANY "YES" ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.

9. Contractors shall identify each case within the last five (5) years where:
- A civil, criminal, administrative, bankruptcy, litigation or other similar proceeding was filed or is pending, if such proceeding arises from, or is related to a dispute concerning the Contractor's rights, remedies or duties under an Agreement for the operation and maintenance of a water and/or wastewater treatment plant, or any municipal contract;
 - A county, municipality, or other entity terminated a written Agreement with the Contractor concerning the operation and maintenance of water and/or wastewater treatment plants; or
 - Administrative fines, liquidated damages, or other penalties were deducted from the Contractor's payments under a contract for the operation and maintenance of water or wastewater treatment plants. **For each case identified, the Contractor must describe the basic facts concerning the case and its current status.**

- Any case or proceeding brought within the last ten years by the Securities and Exchange Commission that involves the Contractor, any parent corporation, subsidiary, affiliated business entity, or any owner or officer of the Contractor.

10. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF MOORE OR THE MOORE PUBLIC WORKS AUTHORITY. _____

(Initial)

11. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE. _____

(Initial)

Dated: _____

Signature: _____

Name: _____
(Print or type)

Title: _____
(Duly authorized) (Print or type)

**Operation, Maintenance, and Management
Water & Wastewater Systems, Moore, OK**

Form 3

Project Guarantor Acknowledgement

(To be typed on Contractor's Letterhead)

Stephen O. Eddy, City Manager

City of Moore
301 N. Broadway
Moore, Oklahoma 73160

Dear Mr. Eddy:

The undersigned hereby represents to the City of Moore, Oklahoma, that if _____
_____ (the "Contractor") is awarded the Agreement for the proposal submitted for Operation, Maintenance, and Management of the Water & Wastewater Systems, City of Moore, Oklahoma, the Guarantor agrees to fully and unconditionally guarantee all obligations of whatever kind or nature of the Contractor to the City of Moore. Those matters which the undersigned will guarantee shall include, but shall not be limited to the following:

- All financial, payment, and performance obligations of the Contractor under the Agreement to be executed by the Company and the City of Moore, Oklahoma.
- All obligations of the Contractor to operate, maintain, and manage the water & wastewater system in accordance with the Agreement.
- All indemnification obligations of the Contractor to Moore for any claims, losses, damages or liabilities arising out of any acts or omissions of the Contractor, its agents, contractors, subcontractors, and employees, in performing the Services, in accordance with the Agreement, including but not limited to (1) operating, maintaining, and managing the water & wastewater system and providing customer services; and (2) treating wastewater to meet EPA/ODEQ performance requirements.

The undersigned acknowledges that (s)he has reviewed the Form of Guaranty Agreement, and agrees that _____ (the Guarantor) will execute such Guaranty Agreement concurrently with execution of the Agreement.

Sincerely yours,

Authorized Representative

Name of Firm (Print or type)

ATTACHMENT 1

PROJECT GUARANTOR CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and behalf of the corporation the Guaranty Acknowledgement submitted by the corporation as part of the _____ (the Contractor's) response to the Request for Qualifications for Operation, Maintenance, and Management of the Moore Water & Wastewater Systems and all documents, letters, and certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ____ day of _____, 2015.

(Affix Seal Here)

Clerk/Secretary

**Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the proposal. Contractors shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.*

**Operation, Maintenance, and Management
of the Water & Wastewater Systems**

Form 4

Surety Letter of Intent

Operations Performance Bond

(To be typed on Contractor's Letterhead)

Stephen O. Eddy, City Manager
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

Dear Mr. Eddy:

_____ (“Contractor”) has submitted herewith a proposal in response to the Request for Qualifications for Operation, Maintenance, and Management of the Water & Wastewater Systems (the RFQ) issued by the City of Moore, Oklahoma. The RFQ requires the selected Contractor to enter into the Agreement for the services described in the RFQ, if the Contractor is determined to be the selected contractor and is approved for execution of the Agreement.

The Surety has reviewed the Contractor's proposal that will form the basis of the Agreement. The Surety hereby certifies that it intends to issue on behalf of the Contractor, as security for performance of the Services required under the Agreement, an Operations Performance Bond in an amount equal to the annual amount of the then-current Service Fee Fixed Component to be renewed annually for the Agreement Term for the benefit of the City of Moore in the event the Contractor is selected for final negotiations and execution of the Agreement.

Name of Surety (print or type)

Name of Authorized Signatory (print or type)

Signature

Title (print or type)

**Operation, Maintenance, and Management
Water & Wastewater Systems, Moore, OK**

Form 5

Financial Institution's Letter of Intent

Letter of Credit

(To be typed on Financial Institution's Letterhead)

Stephen O. Eddy, City Manager

City of Moore
301 N. Broadway
Moore, Oklahoma 73160

Dear Mr. Eddy:

_____ (the "Contractor") has submitted herewith a proposal in response to the Request for Qualifications for Operation, Maintenance, and Management of the Water & Wastewater Systems (the RFQ) issued by the City of Moore, Oklahoma. The RFQ requires the selected Contractor to enter into the Agreement to perform all services described in this RFQ and the Agreement.

The Financial Institution has reviewed the Contractor's proposal that will form the basis of the Agreement. The Financial Institution hereby certifies that if the City of Moore, Oklahoma elects to require such security, it intends to issue on behalf of the Contractor, as security for performance of the Services required under the Agreement, a direct payment letter of credit to equal to 50% of the annual Service Fee Fixed component (amount to be determined) to remain in effect throughout the term of the Agreement for the benefit of the City of Moore in the event the Contractor is selected for final negotiations and execution of the Agreement.

Name of Financial Institution (print or type)

Name of Authorized Signatory (print or type)

Signature

Title (print or type)

**Operation, Maintenance, and Management
Water & Wastewater Systems, Moore, OK**

Form 6

Insurance Company Letter of Intent

(to be typed on Insurance Company's Letterhead)

Stephen O. Eddy, City Manager

City of Moore

301 N. Broadway

Moore, Oklahoma 73160

Dear Mr. Eddy:

_____ (“Contractor”) has submitted herewith a proposal in response to the Request for Qualifications for Operation, Maintenance, and Management of the Water & Wastewater Systems (the RFQ) issued by the City of Moore, Oklahoma. The RFQ requires the selected Contractor to enter into the Agreement to perform all services described in this RFQ and the Agreement.

The Insurance Company has reviewed the Contractor's proposal that will form the basis of the Agreement. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in the RFQ in the event the Contractor is selected for final negotiations and execution of the Agreement.

Name of Insurance Company (print or type)

Name of Authorized Signatory (print or type)

Signature

Title (print or type)

Form 7

NON-COLLUSION AFFIDAVIT OF VENDOR

The following affidavit **MUST** accompany your response to this request for qualifications.

COUNTY OF _____) SS.
STATE OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____
(Firm's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____, has not pled guilty to or been convicted of a
(Firm's Name)
felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ has been convicted of a
(Firm's Name)
felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Exhibit D: Byrd Amendment Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFQ is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification;
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFQ is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

Exhibit F:

Instructions: If the Respondent is a Minority Owned Business (“MOB”) or Women Owned Business (“WOB”) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2.

F.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, _____ certify that _____ is a
 Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

F.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, _____ certify that _____ will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	