



REQUEST FOR PROPOSAL PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Water and Wastewater Asset Management Plan Services RFP #1396-21

This request for proposal packet incorporates the following documents:

Attachment A – Scope of Work	2
Attachment B – Cost Proposal.....	6
Water and Wastewater Asset Management Plan Services Agreement.....	7
Agreement and Scope of Work Clarifications.....	13
RFP Supplement A – Instructions to Contractors.....	14
RFP Supplement B – Proposal Submission Guidelines.....	17
RFP Supplement C – Proposal Evaluation Criteria	21

Key Dates

Request for Proposals issued	March 8, 2021
Optional Pre-Bid Meeting.....	Schedule by 3/12/2021 - Visit by 3:00 PM on March 19, 2021
Deadline for Questions to be submitted.....	3:00 PM on March 22, 2021
Deadline for County’s response to questions.....	5:00 PM on March 24, 2021
Due date for proposals	3:00 PM on April 1, 2021

Attachment A – Scope of Work

1. OVERVIEW

The County owns and operates on-site water and wastewater systems at its County Services Complex located on the NE corner of 122nd Avenue and 33rd Street approximately 5 miles north of the City of Allegan. For these systems, Contractor shall:

- 1.1** Conduct a comprehensive asset inventory and condition assessment of both systems as detailed in Section 2.
- 1.2** Develop a plan outlining all preventative maintenance, testing and inspection activities to be performed on individual assets and system components to maintain the water and wastewater systems in good operating condition and compliant with all applicable regulations as detailed in Section 3.
- 1.3** Develop a multi-year schedule showing activities to be performed on each asset and system component through its life cycle until replacement is anticipated as detailed in Section 4.
- 1.4** Complete a critical maintenance and compliance review to identify any critical issues with either system's assets or its management as detailed in Section 5.
- 1.5** If approved as an alternate, develop a detailed operations and maintenance manual for each system as described in Section 6.

2. Asset Inventory and Condition Assessment

Contractor shall conduct a comprehensive inventory of the County's water and wastewater system assets at the County Services Complex.

- 2.1** The scope of asset inventory for the on-site water distribution infrastructure shall include the entire system from the bottom of each of the two on-site wells to where the water mains enter each of the seven occupied buildings or terminate at a fire hydrant. The inventory shall include the following assets with all their major subcomponents:
 - 2.1.1** Two groundwater wells;
 - 2.1.2** All underground water mains and above ground piping;
 - 2.1.3** Water processing equipment in two pumphouses which includes a hydropneumatic tank;
 - 2.1.4** A water tower; and
 - 2.1.5** All termination and control points such as, but not limited to building water meters, hydrants and valves.
- 2.2** The scope of the asset inventory for the on-site wastewater management infrastructure shall include the entire system from where the single wastewater main exits each occupied building to where the processed effluent is eventually discharge through a sprinkler system. This will include the following assets with all their major subcomponents:

- 2.2.1 All underground wastewater lines and aboveground piping;
 - 2.2.2 Two wastewater lagoons;
 - 2.2.3 Wastewater processing equipment;
 - 2.2.4 Pumps and sprinklers; and
 - 2.2.5 Valves and other control points.
- 2.3** At a minimum, where such information can be determined from visual inspection or through available County records (such as engineering drawings or invoices for asset installation, replacement or repair), Contractor shall capture the following information on each asset:
- 2.3.1 Name/type
 - 2.3.2 Location
 - 2.3.3 Manufacturer/Brand
 - 2.3.4 Model
 - 2.3.5 Serial Number
 - 2.3.6 Key features (size, material, type, etc.)
 - 2.3.7 Approximate life expectancy in years
 - 2.3.8 Year installed and/or approximate age
 - 2.3.9 Current condition
 - 2.3.10 Photo
- 2.4** The current condition of each asset shall be assessed based on the method recommended in the Contractor's proposal unless otherwise agreed to in writing.
- 2.5** The current condition assessment shall exclude any assets identified in the Contractor's proposal requiring special equipment, specialized skills or additional costs to evaluate its condition unless the County has agreed to have Contractor perform these additional assessment in writing.

3. Preventative Maintenance, Testing, Inspection and Compliance Plan

Contractor shall prepare and deliver a comprehensive preventative maintenance, testing, inspection and compliance plan ("Plan") for operating the County's water and wastewater systems at the County Services Complex.

- 3.1** This Plan shall identify all appropriate preventative maintenance, testing and inspection activities for each asset / system component laid out in a multi-year timeline covering the life-cycle of the asset / system component that:
- 3.1.1 Provides a general description of each maintenance, testing and inspection activity and the frequency (expressed as time or utilization) with which it should be performed;
 - 3.1.2 Clearly identifies which preventative maintenance activities are based on manufacturer's specifications and which are recommended based on industry standards, best practices or local conditions;

- 3.1.3 Clearly identifies which testing and inspection activities are required by federal, state or local law, providing citations/references to the applicable requirements that need to be met for regulatory compliance and specifies all documentation that needs to be kept on-site or filed with a regulatory body in order to maintain the systems in compliance.
- 3.1.4 Suggests which maintenance, testing and inspection activities can be effectively performed by properly trained County staff and which ones are more commonly contracted, need to be completed by a certified inspector, or require special certifications or licensing to perform.

4. Asset Management and Replacement Schedule

Mapping out the Plan developed in Section 3 to the assets identified in Section 2 and any other system components, Contractor shall prepare and deliver an Asset Management and Replacement Schedule (“Schedule”) for the County’s water and wastewater systems at the County Services Complex. This Schedule shall:

- 4.1 Show the projected year (starting in 2022) for replacing each asset based on its current age, current condition and typical life expectancy, assuming all recommended preventative maintenance activities are performed as specified.
- 4.2 Show the scheduled year (starting in 2022) for performing all future preventative maintenance, testing and inspection activities that do not need to be done within each annual cycle to be mapped out through the year in which the asset is anticipated to need replacement.
- 4.3 State approximate costs for all preventative maintenance, testing, inspection and asset replacement activities at 2021 rates (as if all activities were to be done this year) broken out between equipment, labor and miscellaneous costs where the total cost of the activity is likely to exceed \$2,000.

5. Critical Maintenance and Compliance Review

- 5.1 Contractor shall review existing County records to identify and prepare a prioritized list of any critical maintenance, testing, inspection or compliance deficiencies that should be addressed or completed in 2021.
- 5.2 This prioritized list shall also highlight and include any assets that are found to be in critical condition or have significantly exceeded their life expectancy and should be considered for replacement as soon as possible.
- 5.3 All items on this list falling within the parameters for inclusion in the Schedule developed in Section 4 shall also appear in that Schedule as scheduled for 2022.
- 5.4 All items on this list shall have an estimated project cost broken out between equipment, labor and miscellaneous costs where the total cost of the needed activity is expected to exceed \$1,000.
- 5.5 Contractor shall provide a professional opinion for each listed item on whether it should be addressed in 2021 as an unexpected emergency or can wait to be addressed in 2022.

6. Alternate #1 – Detailed Operations and Maintenance Manual

- 6.1** For each asset and all maintenance, testing or inspection activities identified in the Plan, Contractor shall develop a detailed operations and maintenance document based on regulations, manufacturer recommendations and best practices that provides a detailed list of all items and tasks to be completed during the maintenance, testing or inspection activity. For example, where the Plan might identify monthly preventative maintenance is recommended on an asset (e.g. 5,000 mile maintenance on a vehicle), this document would contain a listing and appropriate details on the individual items and tasks that should be completed as part of this maintenance (e.g. tire rotation, pressure check, oil change, oil filter change, fluid check, brake check, etc.).
- 6.2** Collectively these documents shall be designed to form a comprehensive Operational and Maintenance Manual for the water and wastewater systems. If this Alternate #1 is approved by the County in writing, Contractor shall prepare this O&M Manual according to the costs and scope of work outlined in the Contractor's proposal unless otherwise agreed to in writing.

7. Additional Services

- 7.1** With mutual agreement between the County and Contractor in writing, the Scope of Work in this Agreement may be amended to engage the Contractor in performing additional services for the County under the same terms and conditions.

8. Deliverables, Scheduling and Coordination

- 8.1** Contractor shall provide all deliverables in a modifiable digital format (Microsoft Word, Excel, etc.) to allow the County to maintain and update each deliverable as changes in assets and their associated management practices occurs.
- 8.2** Contractor shall provide all on-site work during regular County business days between the hours of 8:00 am and 5:00 pm.
- 8.3** Contractor shall schedule all on-site activities at least five (5) business days in advance, coordinating them through:

Carl Chapman
Director of Facilities Management
(269) 673-0208
cchapman@allegancounty.org

Attachment B – Cost Proposal

9. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

9.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax and these shall not be included in this cost proposal, invoiced or charged to the County.

9.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

9.3 Invoices:

All invoices must reference contract #1396-21, itemize services rendered and be emailed to projects@allegancounty.org or mailed to:

Project Management - Accounts Payable
Allegan County Information Services
3283 122nd Avenue
Allegan, MI 49010

9.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Item	Lump Sum Cost
Section 2 – Asset Inventory and Condition Assessment	\$
Section 3 – Preventative Maintenance, Testing, Inspection and Compliance Plan	\$
Section 4 – Asset Management and Replacement Schedule	\$
Section 5 – Critical Maintenance and Compliance Review	\$
TOTAL COST (Not to Exceed):	\$

9.5 Cost Proposal Certification

Bid is firm for _____ days (60 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	

Water and Wastewater Asset Management Plan Services Agreement

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and

Contractor Name: _____

Contractor Address: _____

(“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Term of Agreement

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion by Contractor, unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days’ written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Professional Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Professional Liability Insurance in an amount not less than \$500,000 per occurrence and \$1,000,000 aggregate. Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three years after the termination of this Agreement.

G. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the County with a copy of its Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this

Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

Contractor shall report to the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the County. The County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the County may review any of Contractor's internal records, reports or insurance policies.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth

in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. County Employees

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

11. Default

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and the County and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform County regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Water and Wastewater Asset Management Plan Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 3/8/21
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 4/1/21

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Contractor:

County:

Sign: _____

Sign: _____

Name: _____

Name: Robert J. Sarro

Title: _____

Title Allegan County Administrator

Date: _____

Date: _____

Agreement and Scope of Work Clarifications

Contractor questions and the County's responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Contractor prior to incorporating them into this Agreement.

RFP Supplement A – Instructions to Contractors

10. HOW TO PARTICIPATE IN THE CONTRACTING PROCESS

Contractors interested in responding to this Request for Proposal (RFP) must follow the bidding process outlined below. The County will not reimburse firms for any expenses incurred in preparing and submitting proposals in response to this RFP. Copies of this RFP in Microsoft Word format are available upon request. Should prospective contractors require further information or clarification, contact the County's Project Management Specialist at projects@allegancounty.org. All deadlines are Eastern Prevailing Time.

10.1 Proposal and Contract Examination

Before submitting a proposal, contractors should carefully examine the entire RFP packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and conditions herein, unless noted in the proposal submitted by the Contractor and affirmed in any final agreement by the County.

10.2 Optional Pre-Bid Meeting – by Appointment

Interested contractors that wish to make a site visit to evaluate site conditions before submitting a bid must contact the County by 5:00 p.m. on 3/12/2021 to schedule an appointment through:

Carl Chapman
Director of Facilities Management
(269) 673-0208
cchapman@allegancounty.org

Actual site visits shall be scheduled and carried out through 5:00 p.m. on 3/19/2021.

All questions asked during site visits for which answers aren't clearly stated within these RFP documents will be recorded along with the County's response and will be posted to the County's bidding website per Section 4.4.

10.3 Contractor Inquiries – due by 3:00 p.m. on March 22, 2021.

Should Contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process or the scope of work, they should bring such questions in writing to the attention of:

Kristin VanAtter – Project Management Specialist
Allegan County – County Services Building
3283 122nd Ave
Allegan, MI 49010
projects@allegancounty.org

10.4 County Response – posted by 5:00 p.m. on March 26, 2021.

The County will compile and review all questions received from contractors and post responses to the County website as an RFP Clarification. Clarifications modifying

the Agreement or Scope of Work will be incorporated into the final Agreement. The County will not be responsible for any oral instructions.

10.5 Proposal Submission – due by 3:00 p.m. on April 1, 2021.

Contractors may either email a copy of their proposal with the subject line **RFP #1396-21 Water and Wastewater Asset Management Plan Services** to projects@allegancounty.org

OR

Contractors may mail or deliver a hardcopy proposal in an envelope marked **RFP #1396-21 Water and Wastewater Asset Management Plan Services** to:

Kristin VanAtter – Project Management Specialist
Allegan County Services Building
3283 122nd Ave
Allegan, MI 49010

It is the sole responsibility of contractor to ensure that the proposal reaches County by the specified deadline.

10.6 Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified proposal due date and time. Proposals, amendments thereto, or requests for withdrawal of proposals received by the Project Management Specialist after the specified proposal due date and time will not be considered.

10.7 Freedom of Information Act

All information submitted by a Contractor in a proposal and any resulting contract is subject to the Michigan Freedom of Information Act and may not be held in confidence by the County after a proposal is opened or contract awarded. All proposals shall be available for review after County staff has evaluated them.

11. CONSIDERATIONS FOR THE COST PROPOSAL

11.1 Discounts and Incentives

The County will consider discounts and other pricing incentives in each individual proposal prior to determining the successful contractor.

11.2 Quantities

The quantities or usage specified on the Cost Proposal Form are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the County as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor's information only and will be used for bid tabulation and cost comparison. The County reserves the right to increase or decrease quantities until contract is finalized.

12. PROPOSAL EVALUATION AND CONTRACT AWARD

In evaluating proposals and awarding contracts, the County will use the following process:

12.1 Proposal Evaluation

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible proposals will form the basis for recommending a contract award.

12.2 Supplemental Information

During the evaluation process, the County reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

12.3 Contractor Presentations, Product Demonstrations and Interviews

At the discretion of the County, as part of the evaluation process, Contractor submitting proposal may be requested to make a presentation, conduct a product demonstration and/or be interviewed in person or remotely. Should this become necessary, the County will contact Contractor and expects them to be available at a location determined by the County within two weeks of notification. Contractor shall not receive payment from the County for costs that may be incurred through this step in the evaluation process.

12.4 Contract Finalization

Should any material changes to the Agreement, Scope of Work or Contractor's Proposal need to be clarified or negotiated, a revised agreement may be drafted and sent to Contractor for review and signature.

12.5 Contract Award

Once finalized, an agreement will be processed for final approval and award by the necessary County authority. Upon award, Contractor will be contacted to plan and schedule work.

Notification of award will be posted to the County's website along with a bid tabulation. Notification letters will also be sent to each contractor that submitted a proposal.

12.6 Rejection of Proposals

The County reserves the right to reject any and all proposals or to accept the proposal or any part thereof which it determines to best serve the needs of the County and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

RFP Supplement B – Proposal Submission Guidelines

13. SUBMISSION REQUIREMENTS

13.1 General Instructions

Before submitting a proposal, Contractor should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes Contractor's understanding of the contents of this RFP.

Any erasures or corrections to this RFP packet or the Contractor's proposal must be initialed in ink by Contractor. The Agreement and Cost Proposal Form must be typed into or filled out with pen and ink and be signed by a principal authorized to make contracts.

13.2 Proposal Organization and Length:

Contractor's proposal and all supporting documentation should be organized and formatted to ensure the County receives only the most relevant information necessary to select a contractor.

In responding to proposal content requested in Section 14 below, please reference the number and the question before each response and respond in sequence of the questions asked.

13.3 Number of Copies:

Contractor is asked to submit:

- One complete proposal master document in paper hard copy format ;
OR
- One complete proposal copy in digital PDF format. Electronic copies of the proposal may be emailed to projects@allegancounty.org before the submission deadline.

14. PROPOSAL CONTENT

14.1 Company Information:

- 14.1.1 State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.
- 14.1.2 Identify the location of the office from which work described here will be managed and the year that office was established if other than above.
- 14.1.3 Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.
- 14.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through

legal action in the past five years. If no, so state. If yes, detail the circumstances and current status of such action.

14.2 Company Experience:

- 14.2.1 List three clients in Michigan for whom your firm has prepared asset management plans of a similar nature to those being solicited through this RFP. Name the firm, agency or organization for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.

14.3 Asset Inventory and Condition Assessment (Section 2):

- 14.3.1 Describe how your firm will approach the asset inventory and in what format the data will be collected and presented.
- 14.3.2 Include a sample asset inventory or appropriate excerpts from an existing inventory your firm has prepared for other clients, if available, to help the County understand what it can expect to receive as a deliverable in terms of content and format.
- 14.3.3 Describe the method your firm is proposing to use for describing the current condition of an asset. It is assumed that most of these condition assessments will be qualitative based on a visual inspection. If your proposal includes any quantitative condition assessment as part of its base bid, please note which assessments are included. (Section 2.4).
- 14.3.4 Identify any of the existing water and wastewater assets whose condition assessment is not included in your bid (examples might be video imaging of the underground mains, pipe integrity testing, interior condition of the hydropneumatic tank, etc.) because of accessibility or other factors. Assuming the County lacks any recent assessment data on any of its assets, identify any of these excluded assessments that your firm would recommend completing as part of the baseline inventory to be carried out through this project with a brief rationale on why they are recommended. For each recommended assessment, include actual costs to complete it if your firm is able to do the work or provide estimated costs if the County would need to secure a third party to perform it and indicate which the case is (Section 2.5).
- 14.3.5 Note any assumptions your firm is making or variances it is requesting for completing the work outlined in Section 2, if any.

14.4 Preventative Maintenance, Testing, Inspection and Compliance Plan (Section 3):

- 14.4.1 Include a sample Plan or appropriate excerpts from an existing Plan your firm has prepared for other clients, if available, to help the County understand what it can expect to receive as a deliverable in terms of content and format.
- 14.4.2 Provide some reassurances documenting and supporting your Project Team's knowledge and familiarity with laws, regulations and requirements for operating water and wastewater systems similar to the County's.

- 14.4.3 Provide some reassurances documenting and supporting your Project Team's knowledge and familiarity with industry standards and best practices for maintaining water and wastewater systems similar to the County's.
- 14.4.4 Note any assumptions your firm is making or variances it is requesting for completing the work outlined in Section 3, if any.

14.5 Asset Management and Replacement Schedule (Section 4):

- 14.5.1 Include a sample Schedule or excerpts from an existing Schedule your firm has prepared for other clients, if available, to help the County understand what it can expect to receive as a deliverable in terms of content and format.
- 14.5.2 Note any assumptions your firm is making or variances it is requesting for completing the work outlined in Section 4, if any.

14.6 Critical Maintenance and Compliance Review (Section 5):

- 14.6.1 Note any assumptions your firm is making or variances it is requesting for completing the work outlined in Section 5, if any.

14.7 Alternate #1 – Detailed Operations and Maintenance Manual (Section 6):

- 14.7.1 Include a few sample documents or excerpts from an existing Manual your firm has prepared for other clients, if available, to help the County understand what it can expect to receive as a deliverable in terms of content and format.
- 14.7.2 Provide a proposed fee schedule for completing this Alternate along with any qualifying parameters or details.
- 14.7.3 Note any assumptions your firm is making or variances it is requesting for completing the work outlined in Section 6, if any.

14.8 Timeline and Effort:

- 14.8.1 Provide a timeline for completion of each major component in the Scope of Work (including Alternate #1) assuming an award date of 4/30/2021.
- 14.8.2 To help gauge your firm's understanding of the County's desired scope of work and better compare proposals, state the approximate hours of effort your firm plans to invest in completing each major component outlined in the Scope of Work (including Alternate #1). This may be included as a separate attachment.
- 14.8.3 Does your firm intend to use subcontractors to complete any elements of Scope of Work outlined in this RFP? If yes, name the subcontractor and describe the work to be performed.
- 14.8.4 The County does not currently have a technology-based Asset Management Software Solution and assumes your firm's deliverables will not be provided in one. If this assumption is incorrect, please provide details.

14.9 Additional Studies (Optional Proposal Submission):

If there are any additional studies of the County's water or wastewater system your firm would recommend to assess the system's performance or some other aspect of the systems, provide a brief description and rationale for why the additional study is

recommended and your firm's cost to perform it should the County consider including it in the final Scope of Work to be awarded.

14.10 Asset Management Software Solution (Optional Proposal Submission):

The County is interested in eventually transferring information about its water and wastewater assets collected through this project into a comprehensive Asset Management Software Solution where they can be tracked and managed along with other County assets such as HVAC systems, generators, equipment, vehicles, technology hardware etc. Some of the ideal features of such a system would include:

- Work order submittal and tracking;
- Preventative maintenance, testing and inspection scheduling and life-cycle / replacement tracking;
- Tablet interface to guide preventative maintenance, testing and inspection activities in the field and capture data;
- Integration with or developed using ArcGIS where asset information can be retrieved and maintained through a map interface;
- Ability to capture and project maintenance / replacement costs for long-term capital planning;
- Integration with HVAC Building Automation Controls.

Acknowledging that a single system is unlikely to meet all of these desires at a reasonable cost, given the County manages the following major assets (numbers are approximate):

- 11 Government Buildings
- 1 Water and Wastewater Management System
- 8 County Parks
- 8 Dispatch Tower Sites
- 150 Vehicles

As a starting point for future discussions beyond the scope of this project, the County would be interested to know if your firm had any suggestions for an appropriate solution the County should investigate or any experience assisting similar sized entities implement one. Please limit response to no more than one page.

14.11 Contract Agreement and Costs:

- 14.11.1 Review and sign the Water and Wastewater Asset Management Plan Services Agreement containing the County's standard terms and conditions.
- 14.11.2 Complete the Cost Table in Attachment B. To assist potential bidders in better understanding the extent of the County's on-site water and wastewater systems and quantify the work needed, site plans are available upon request by emailing projects@allegancounty.org.
- 14.11.3 Attach a professional services rate sheet upon which pricing for any additional services agreed to in 2021 will be based.

RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Contractor's proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County's discretion.

Contractor may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

0	-3	-1	5	+1	+3	10
Min. Score	Per Major Concern	Per Minor Concern	Initial Default Score	Per Minor Benefit / Plus	Per Major Benefit / Plus	Max. Score

Scope of Work (Attachment A)		Score (0-10)	Weight	Points	Max. Points	% of Total
14.1	Company Information		x 1 =		10	
14.2	Company Experience		x 3 =		30	
14.3	Asset Inventory		x 4 =		40	
14.4	Asset Plan		x 4 =		40	
14.5	Asset Schedule		x 4 =		40	
14.6	Asset Review		x 2 =		20	
14.7	Asset O&M Manual		x 4 =		40	
14.8	Timeline and Effort		x 4 =		40	
	Proposal Quality and Completeness		x 1 =		10	
					270	40%
Cost Proposal (Attachment B)						
Total Costs					405	60%
GRAND TOTAL						
Total Points					675	100%