



**Request for Qualifications and  
Price Proposal  
for the  
Operation, Maintenance and Management of the  
Bristol Regional Wastewater Treatment Plant  
for the  
City of Bristol, Tennessee  
and  
BVU Authority  
2016**

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## **I. General Background**

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

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

## **II. Public Private Partnership Purpose And Objective**

The purpose of this partnership is to operate, maintain and manage the Owners’ wastewater treatment facility for a five-year period beginning July 1, 2017. The objective is to save the Owners money, operate in compliance, improve maintenance, and consider innovations to lower the capital and operating costs of any and all aspects of operations.

## **III. Required Standards**

This section establishes standards of experience and financial capability that the Owners require for a respondent to be considered qualified. The Owners, in their sole discretion, will decide if a respondent meets the standards. Please note the respondent is the entity responding to this solicitation and not a parent company,

joint ventures partners or other corporate affiliates. Scoring of the qualified respondents will be as described in *Section IX*.

The respondent must:

1. Have been in business of providing full services public-private partnership agreements for operation, maintenance and management of water and wastewater treatment facilities for at least five (5) years. Full service public-private partnership contracts for operation, maintenance and management means, at a minimum, providing all labor and management, paying all operation and maintenance expenses, guaranteeing a maximum cost and guaranteeing performance including regulatory agency compliance.
2. Operate five (5) or more wastewater treatment facilities of at least 10 MGD design capacity. All facilities shall be located in the United States and its possessions and shall be under U.S. EPA and appropriate state environmental regulatory agency jurisdiction.
3. Furnish liability and property damage insurance of not less than \$1,000,000 combined single limits for bodily and/or property damage. Proof of coverage must be provided.
4. Respondent shall submit evidence of bonding capability in the annual contract amount. The amount of the bond may be reduced depending upon the final scope of services.

#### **IV. General Information**

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

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

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

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

**a) Additional Qualifications Information**

1. Provide a listing of all full-service public-private partnership arrangements for the operation, maintenance and management of wastewater treatment facilities (systems) which the respondent currently has, including the gross annual amount of each partnership; the partnership start date; the anticipated completion date; the name, address, contact person and telephone number of the owner; and the size and type of facility. Full service public-private partnerships for the operation, maintenance and management means, at a minimum, providing all labor and management, paying all operations and maintenance expenses, guaranteeing a maximum cost, and guaranteeing performance including regulatory agency compliance.
2. Describe the respondent's specific and relevant experience related to the scope of services requested herein; specifically, the size of facilities, type of facilities, technology, etc. The respondent should include at least five (5) references for work performed at wastewater treatment plants of 10 MGD design capacity.
3. Describe respondent's depth and resources which would also be available for the benefit of the Owners.
4. Demonstration of experience in capital planning aspects of wastewater systems. Identify specific projects where such services are provided and the results of such service.
5. Have specific experience that respondent possesses to evaluate, recommend and implement corrective actions to reduce infiltration/inflow into the wastewater collection and conveyance system.
6. Have the proven ability to successfully deal with odor issues which may typically be found at wastewater treatment facilities.

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

The Owners will conduct a non-mandatory pre-submission conference and tour of the facilities on December 15, 2016 to begin at 10:00 a.m. at the Bristol Regional Wastewater Treatment Plant, located at 578 Beaver Creek Road, Bristol, Tennessee.

The purpose of the pre-submission meeting is to answer questions regarding the Request for Qualifications/Price Proposals (RFQ/PP). All respondents interested in submitting an SOQ/PP may contact Timothy H. Beavers, Director of Public

Works, City of Bristol, Tennessee at (423) 989-5566 to indicate their intent to attend the pre-submission conference. Each interested respondent should ensure that they meet or exceed the Required Standards set forth in *Section III* of this document.

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

Each respondent will also have an opportunity to schedule a maximum of two consecutive eight-hour days for an independent evaluation of the facilities to further familiarize themselves with current operation and maintenance practices. Arrangements for the inspection and/or copying of documents shall be coordinated through Timothy H. Beavers, Director of Public Works, City of Bristol, Tennessee and a fee of \$0.25 per sheet may be charged for photocopies of any documents not already printed for distribution. Any information and/or records requested by a respondent will be made available to all other respondents.

If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or requires clarifications, such matters should be submitted in writing prior to January 18, 2017 to Timothy H. Beavers, Director of Public Works, City of Bristol, Tennessee.

Copies of all questions and answers, and any addenda to supplement the RFQ/PP, will be sent to each respondent no later than three days prior to the SOQ/PP due date. Only formal written responses to properly submitted questions will be binding.

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

The Owners reserve the right to supplement, add to, delete from and change this solicitation document.

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

## **VI. EQUIPMENT OWNED BY THE OWNERS**

All land, buildings, improvements and permanent equipment which are presently in place, or new facilities which may be added by the construction projects, shall remain or become the property of the Owners. Should the respondent fund any facility improvement at the request and with the approval of the Owners, such

facilities shall become the Owners' after the completion of a repayment schedule. All existing facilities shall be made available to the respondent for its use in providing the services under the partnership agreement.

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

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

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

## **VII. SUBMITTAL FORMAT AND CONTENT**

The SOQ/PPs must contain at least the following:

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

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

Following are further discussions relative to the content of each of the suggested chapters of the SOQ/PP.

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

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

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

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

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

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

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

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

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

- Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or the Owners by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc., for reasons resulting from the respondent's negligence during the period of the partnership.
- Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facilities (systems) and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.
- Provision of indemnification and hold harmless of the Owners and their agents, officers, assigns, employees, etc., from any loss or liability for claims, damages (excluding consequential, special and/or incidental damages), lawsuits for reasons resulting from the respondent's negligence during the period of the partnership. To the extent respondent seeks to monetarily limit such indemnification, the respondent should clearly indicate the proposed amount of any such limitation.
- Provision of comprehensive liability insurance policies including the Owners as an additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$1,000,000); a certificate of such insurance shall be submitted to the Owners upon signing of the agreement.
- Provision of a fixed dollar value for Repair and Replacement such that the respondent's obligations will be explicit as to maintenance of the Owners' equipment and facilities. Such Repair and Replacement limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
- Provision that the respondent shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Owners and assist the Owners in enforcing existing equipment warranties and guarantees.
- Provision that the respondent shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance and are capable and demonstrate experience necessary to operate and maintain the facilities.

- Provision that the respondent shall operate all facilities such that odor and noise shall be effectively controlled and that no avoidable disruption of adjacent neighborhoods shall result.
- Provision that the respondent shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented and all portions of that program shall be adhered to.
- Provision that the respondent shall provide the Owners with full documentation that maintenance is being performed on all equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the Owners. Such a maintenance program must include documentation of maintenance and a spare parts inventory.
- Provision that within the first ninety (90) days, the respondent shall provide the Owners with a listing of any recommended capital improvements the respondent believes will be required for any of the facilities covered under the partnership. The respondent will not be relieved of his responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented, however.
- Provision for the respondent to provide computerized maintenance, process control and laboratory management systems.
- Provision for the term of the agreement between the Owners and the respondent be five (5) years with the mechanism(s) or alternatives to the annual price adjustments to be described by the respondent. The Owners may consider alternative term when demonstrated to be financially beneficial to the Owners.
- Provision for the Owners and respondent to negotiate an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes. The adjustment approach alternatives shall be described by the respondent.
- Provision that the respondent shall arrange financing and make arrangements for the provision of providing for the design and construction/installation of capital improvements as requested and approved by the Owners, subject to mutually agreeable terms and conditions.
- Provision for agreement termination if the level of performance is unsatisfactory.

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

### **PRICE PROPOSAL**

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

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

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

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

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

Chemicals – Includes all chemicals.

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

Materials and Supplies – Includes, but is not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplicating and photo

supplies, medical supplies, chemicals, laboratory supplies, clothing and uniforms, and other materials and supplies.

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

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

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

Maintenance and Repair – Includes the total of all maintenance and repair expenditures including, but not limited to, repair parts, maintenance equipment, maintenance supplies, outside maintenance services, oil and grease, packing and maintenance equipment rental. Contractor on-site labor shall not be included.

Non-Binding Price Proposal for First Full Year of Operations

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

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

**INDUSTRIAL MONITORING PROGRAM**

The Owners have eighteen (18) Significant Industrial Users (SIUs) in which the contractual operator for the WWTP administers the Industrial Discharge Monitoring Program (IMP). The management of the program includes the discharge permit application review, management of the permit process, permittee discharge monitoring, sampling and analysis, recommended enforcement action, and prepare monitoring reports for the Owners and the Tennessee Department of Environment

and Conservation. In addition to the permitted SIUs, the operator will manage the permitting and inspections of approximately 160 locations having grease trap permits.

Non-Binding Price Proposal for First Full Year of IMP

Personnel Services	\$ _____
Utilities	\$ _____
Chemicals	\$ _____
Equipment	\$ _____
Materials/Supplies	\$ _____
Outside Services	\$ _____
Other (Identify)	\$ _____
Overhead/Profit	\$ _____
 TOTAL	 \$ _____

**VIII. SCHEDULE OF EVENTS**

Each respondent must submit six (6) paper copies and one electronic copy of the SOQ/PP no later than 4:00 P.M. on Thursday, January 26, 2017 addressed to Office of the Purchasing Agent, Bristol City Hall, Room 204, 801 Anderson Street, P. O. Box 1189, Bristol, Tennessee 37621-1189. The outside of the shipping carton must be clearly marked “*Statement Of Qualifications/Price Proposals — Public-Private Partnership For The Operation, Maintenance And Management Of The Bristol Regional Wastewater Treatment Plant For The City Of Bristol, Tennessee And BVU Authority*”

SCHEDULE

<u>Item</u>	<u>Date</u>
Advertisement for RFQ/PP	November 30, 2016
Pre-submission Meeting and Site tour (non-mandatory)	December 15, 2016
SOQ/PP submittal	January 26,, 2017
Respondent interviews (if required)	Week of February 20, 2017
Selection of highest rated respondent	Week of March 6, 2017
Negotiations	Week of March 13, 2017
Agreement execution	Week of April 10, 2017
Commencement of services	July 1, 2017

## **IX. SCORING OF SUBMITTALS**

The evaluation of the SOQ/PP and of the respondents presenting them will be carried out by a Selection Committee created for this purpose. The Committee will make its decision based on information gathered during the procurement process and evaluation criteria outlined in this section. Failure to provide relevant information may result in penalties being assessed on the evaluation score.

Respondents will be evaluated as follows:

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

The SOQ/PP evaluation matrix outlined in *Table 1* will be used to address the following criteria:

1. Qualifications to operate, maintain and manage the facilities (systems) and provide services based on previous experience, management capability, technical resources and financial capability.
2. Record of operating facilities and providing services for facilities (systems) of similar size and complexity. Visits to sites and/or contact with municipalities presently being served will be made if thought to be necessary to complete the evaluation.
3. The qualifications of the personnel being proposed to manage and support the facilities (systems) in terms of expertise and experience with similar facilities (systems) and services.
4. The quality of the submittal in terms of technical correctness and presentation.

5. The respondent's responsiveness to the RFQ/PP.
6. The methodology to deal appropriately with the transition from existing operations to respondent operations, the method of staffing the facilities and approach to managing excess employees.
7. The maintenance program that will be undertaken to ensure the capital investment in existing and future facilities the Owners have made is properly maintained and proof of condition and trends are sufficiently documented.
8. The performance and cost guarantees that are proposed.
9. The adequacy and completeness of answers to the questions in *Section III* and *Section IV*.
10. The adequacy of the operating plan.
11. The draft OM&M agreement.
12. Business approach.

**Table I**  
**EVALUATION MATRIX - - STATEMENT OF QUALIFICATIONS**

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
<b>1. Respondent Profile</b> <ul style="list-style-type: none"> <li>• General capabilities</li> <li>• Financial capability</li> <li>• Bonding capability</li> <li>• Proof of insurance</li> <li>• Years in business</li> <li>• Commitment to public-private partnership for operation, maintenance and management</li> <li>• Management experience and depth</li> <li>• Operations and specialist support services</li> </ul>	<b>10</b>	_____
<b>2. Respondent Experience</b> <ul style="list-style-type: none"> <li>• Number and size of projects</li> <li>• Number of projects of similar size and complexity</li> <li>• Number of employees directly involved in projects</li> <li>• Years of experience</li> <li>• \$ value of projects</li> <li>• Corporate depth and resources</li> <li>• Other relevant experience</li> </ul>	<b>15</b>	_____
<b>3. Operating Plan</b> <ul style="list-style-type: none"> <li>• Technical understanding</li> <li>• Transition plan</li> <li>• Transition experience</li> <li>• Operating, maintenance and management approach</li> <li>• Creativity: <ul style="list-style-type: none"> <li>➤ Innovation</li> <li>➤ Operating/maintenance changes</li> </ul> </li> <li>• Clarity of presentation of services to be provided</li> </ul>	<b>25</b>	_____
<b>4. Personnel Assigned to this Project</b> <ul style="list-style-type: none"> <li>• Home office management involved and role</li> <li>• Staffing plan</li> <li>• Organization chart, reporting, etc.</li> <li>• Staff qualifications and experience</li> </ul>	<b>10</b>	_____
<b>5. Draft OM&amp;M Agreement</b> <ul style="list-style-type: none"> <li>• Meets all provisions of <i>Section VII, Draft OM&amp;M Contract</i></li> <li>• Fair and equitable price adjustment formula</li> </ul>	<b>10</b>	_____
<b>TOTAL</b>	<b>70</b>	_____

**Table II  
EVALUATION MATRIX - - PRICE PROPOSAL**

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
6. Price	<b>30</b>	_____
	<b>TOTAL 30</b>	_____

Cost analysis procedure:

- A = Bid
- B = Lowest bid received
- C = Difference (A-B)
- D = Fractional difference (C/B)
- E = Fraction awarded (1 -D)
- F = Total possible points = 30
- G = Points awarded = (E x F)

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

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

## **X. ADDITIONS AND EXCLUSIONS**

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

## **XI. NEGOTIATIONS WITH HIGHEST SCORING RESPONDENT**

The Owners regard the submission of the SOQ/PP as the most important factor in selection of a respondent to provide services for the operation, maintenance and management of the Bristol Regional Wastewater Treatment Plant facilities under a public-private partnership. The Owners reserve the right to reject any and all SOQ/PPs and is under no obligation to award a partnership.

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

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

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

## TITLE VI COMPLIANCE

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

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

## TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

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

Race:        \_\_\_\_\_ White  
              \_\_\_\_\_ Black  
              \_\_\_\_\_ Hispanic  
              \_\_\_\_\_ Asian  
              \_\_\_\_\_ Other

Gender:     \_\_\_\_\_ Male  
              \_\_\_\_\_ Female

This form will be maintained on file in the Purchasing Department for review by the City of Bristol Tennessee and the Federal Government Title VI Compliance Office.