

Request for Proposals

Township of Coolbaugh

Wastewater Treatment Plant Operator

The Township of Coolbaugh Board of Supervisors is seeking proposals for the operation, management and maintenance of Coolbaugh Township's wastewater treatment plant and related facilities from interested contractors. The selected contractor will operate, manage, and maintain the Coolbaugh Township wastewater treatment plant and related facilities, if appointed by the Board of Supervisors.

Interested contractors are invited to submit a proposal to provide the operation, management and maintenance services for the Coolbaugh Township wastewater treatment plant and related facilities in accordance with the specifications contained in the following:

1. Instructions
2. Proposal Instructions
3. Scope of Work and Form Agreement
4. Evaluation Procedures

Proposals must be *delivered* to the Township Building (5520 Municipal Drive, Tobyhanna, PA 18466) by **March 31, 2023 at the Coolbaugh Township Municipal Center, 5520 Municipal Drive, Tobyhanna, PA 18466.** An official of the contractor authorized to bind the interested contractor must sign the proposal.

Requests for any information concerning this wastewater treatment plant operator RFP should be referred to Meredith Thompson, Business Manager, at (570) 894-8490 or email to: MThompson@coolbaughtwp.org.

1. Instructions:

- A. Interested contractors may submit questions concerning this Request for Proposals to the Coolbaugh Township Business Manager, Meredith Thompson. After submission of proposals and closing thereof, no information will be furnished until the Board of Supervisors makes the appointment.
- B. Records relating to the Township's wastewater treatment plant and related facilities may be reviewed at the Coolbaugh Township Municipal Center.
- C. A total of eight (8) copies of the proposal in a sealed package are required for distribution to the Board of Supervisors, staff and public file.
- D. Hand delivered proposals must be delivered to the Township Building during business hours of 8:00AM to 4:00 PM. Any proposal not received at the Township Building before 4:00 p.m. on March 31, 2023 will not be considered unless otherwise approved by the Board of Supervisors. Any proposal without the above-referenced postmark date will not be considered unless otherwise approved by the Board of Supervisors.
- E. The Board of Supervisors reserves the right to make an award and appointment for the period it chooses, which may be shorter than provided for herein if deemed in the best interest of the Township, without further discussion of the proposals submitted. Therefore, the proposal should be submitted with the most favorable terms for both the price and technical standpoint that the applicant can propose to the Township. The Township reserves the right to reject any and all proposals received. It is understood that all proposals will become a part of the official file on this matter without any obligation to the Township.

- F. Proposals may be withdrawn or modified in person by any authorized representative of an interested contractor, provided that a request is in writing to release the proposal from the Township's file, and provided that the proposal is returned to the Township on or prior to the dates specified above.
- G. This RFP is for a professional service and therefore competitive bidding requirements do not and are not intended to apply. This is intended to be a RFP for professional services and not a competitively bid contract.

2. Proposal Instructions:

Interested contractors shall submit a document entitled "Wastewater Treatment Plant Operator Proposal." The document should be organized by separate sections and address the specific criteria outlined below:

A. Personnel Qualification and Experience

Résumés must be submitted covering the qualifications of all staff to be assigned to the services provided to the Township. This information shall include partners, managers/supervisors, and other employees who are anticipated to be utilized in the performance of the operation, management and maintenance of the Coolbaugh Township wastewater treatment plant and related facilities. The résumés should indicate education as well as years and type of experience.

B. General Qualifications and Project Management Team

All interested contractors shall provide a list of clients, organizations and agencies for which wastewater treatment plant operation, management and maintenance services have been provided in the last three (3) years. The name, address and telephone number of the client's representative shall be included in order for them to be contacted by the Township.

C. Understanding and Approach

A short narrative must be included to demonstrate the technical understanding of the services to be provided and related work to be performed and the contract schedule and approach to the operation, management and maintenance of the Township's wastewater treatment plant and related facilities.

D. Cost and Pricing Data

The interested contractor is required, at a minimum, to submit cost proposals fully supported by cost and pricing data adequate to establish the reasonableness of the overall price proposal. The fee proposal should designate a flat monthly fee, together with applicable hourly rates and any potential extra costs and/or expenses. In addition, indicate how and when unanticipated expenses would be identified and resolved.

3. Scope of Work and Form Agreement:

A. Scope of Work

The purpose of this RFP is to obtain proposals and to appoint a contractor ("Contractor") to perform operation, management and maintenance services for the Township's wastewater treatment plant and related facilities. The chosen contractor will be the Coolbaugh Township wastewater treatment plant operator. The chosen contractor must be certified or licensed by

the State Board for Certification of Water and Wastewater System Operators - License D1 in order to operate, manage and maintain wastewater treatment facilities within the Commonwealth of Pennsylvania. The Board of Supervisors will appoint the Contractor as the Township's "Wastewater Treatment Plant Operator".

B. Statement of Work

The chosen contractor will perform the work and provide the services set forth in detail in the form Agreement attached hereto and marked as Exhibit A. The scope of work to be provided under this RFP is that work and those responsibilities provided for within the attached form Agreement, including but not limited to all services necessary for the proper operation, management and maintenance of the Township's wastewater treatment plant and related facilities.

The chosen proposal and contractor appointment will be approved by the Township of Coolbaugh Board of Supervisors in April or May, 2023 at a regularly scheduled meeting date or advertised special meeting date, or later date to be determined by the Board of Supervisors. The form Agreement attached hereto shall be agreed to and executed thereafter by the chosen contractor within thirty (30) days of the meeting wherein the Board makes the appointment and work will commence immediately thereafter.

C. Unacceptable Work

If the contractor fails to comply with any of the terms specified and/or if the contractor provides unacceptable work, the Board of Supervisors may, by written notice to the contractor, terminate the working relationship with the contractor. The termination provisions in the attached form Agreement shall control.

4. Evaluation Procedures:

On behalf of the Board of Supervisors, the Township Business Manager will conduct a preliminary evaluation of all proposals received that are qualified in accordance with the proposal requirements and the criteria discussed above.

Cost of work to be performed is one of several important factors in the selection of a proposal and for entering into a contract for services. In making a recommendation to the Township Board of Supervisors, the Township Business Manager will not give cost of services primary weight in recommending a contractor for selection. Cost will be given consideration when all other evaluation criteria have been met and the proposals are relatively equal in qualifications.

Right to Reject

The Township Board of Supervisors is ultimately responsible for the selection of the contractor. The Board of Supervisors reserves the right to reject any and all proposals submitted and/or to request additional information from one or all of the applicants. The Board of Supervisors will appoint the contractor who in its view is determined to be the best qualified to perform the services provided herein. This decision will be based on the Board's evaluation of the proposals, applying all criteria, and oral interviews if necessary.

This RFP does not commit Coolbaugh Township to award a contract. Any response, including written documents and verbal communications, by any applicant to the RFP, shall become property of Coolbaugh Township and may be subject to public disclosure.

This is a request for proposals for a professional service from a wastewater treatment plant operator, and therefore is not being bid out under the competitive bidding process and shall not be required to comply with such competitive bidding process. The Township is not proceeding with competitive bidding for the anticipated professional services described herein and specifically reserves the right not to proceed with the competitive bidding process. The Township may award the contract for such professional services to the contractor determined to be in the best interest of the Township.

Submissions

Proposals shall be submitted to:
Township Business Manager
Coolbaugh Township
5520 Municipal Drive
Tobyhanna, PA 18466

*WASTEWATER FACILITY OPERATION, MANAGEMENT AND
MAINTENANCE*

**OPERATION, MANAGEMENT AND MAINTENANCE AGREEMENT
FOR THE
WASTEWATER TREATMENT FACILITIES OF
COOLBAUGH TOWNSHIP**

AGREEMENT BY AND BETWEEN _____
AND COOLBAUGH TOWNSHIP
FOR THE OPERATION, MANAGEMENT AND MAINTENANCE OF COOLBAUGH
TOWNSHIP'S WASTEWATER TREATMENT FACILITIES

This agreement made and entered into this _____ day of _____, 20__, by and between Coolbaugh Township, a township of the second class with offices located at 5520 Municipal Drive, Tobyhanna, Pennsylvania 18466 (hereinafter referred to as "Client") and _____, with an address of _____ (hereinafter referred to as "Contractor").

RECITALS:

WHEREAS, the Client has determined that it needs the services of an experienced and qualified professional wastewater treatment plant operator responsible for the operation, management and maintenance activities of the Client's wastewater treatment facilities; and

WHEREAS, Contractor has claimed that it has all the necessary technical expertise, training and experience to assume such operations, management and maintenance responsibility for the Client's wastewater treatment facilities; and

WHEREAS, Contractor has submitted a proposal to provide operations, management and maintenance services for the Client's wastewater treatment facilities; and

WHEREAS, the Client has selected Contractor and Contractor has agreed to perform the services in exchange for the consideration set forth herein.

NOW THEREFORE, the Client and Contractor hereby agree as follows:

ARTICLE 1: GENERAL

- 1.1 Contractor hereby agrees to perform the services described herein and further agrees to comply with the terms and conditions set forth herein, and in consideration of such services, the Client hereby agrees to make payments to Contractor as specified in Article 5 hereof.
- 1.2 The persons responsible for the services to be rendered under this Agreement on behalf of Contractor shall be qualified individuals, licensed in the Commonwealth of Pennsylvania, if necessary, to perform the required services, as designated in writing by Contractor and accepted by the Client.
- 1.3 Contractor represents and warrants that the employees of Contractor to be assigned to Client's wastewater treatment facilities will have all the necessary experience and training to perform the requisite operations and maintenance duties. In addition, Contractor shall maintain General and Professional Liability Insurance coverage in the minimum policy amount of \$1,000,000.00, statutory Workmen's Compensation coverage for all Contractor employees providing services to the Client, standard motor vehicle insurance coverage, pollution insurance coverage, excess liability coverage and unowned automobile insurance coverage. Contractor shall name Client as an additional insured to its insurance policies, and Contractor shall request its insurance carriers to provide Client with thirty (30) days advance written notice prior to termination of an insurance policy. Contractor will provide the foregoing certificates of insurance each year this Agreement is valid.

ARTICLE 2: SCOPE OF SERVICE

In general, Contractor will assume operational, management and maintenance responsibility for the full-time operation, management and maintenance of the Coolbaugh Township Wastewater Treatment Facilities. For purposes of this Agreement, Coolbaugh Township Wastewater Treatment Facilities shall consist of the Coolbaugh Township Wastewater Treatment Plant consisting of a 52,000 gallon per day activated sludge process with membrane filtration located at 340 Memorial Boulevard and the two Coolbaugh Township Pumping Stations, one located at the Coolbaugh Township Wastewater Treatment Plant and one located along SR 611, and all additional facilities and equipment associated with the plant and pumping stations (“Wastewater Treatment Facilities”). The Coolbaugh Township Wastewater Treatment Plant, that is part of the Wastewater Treatment Facilities, includes influent and effluent monitoring, dual fine screens, and one internal and one external pump station, a flow equalization basin, a surge tank, dual activated sludge units with aeration, chemical feed pumps for process control, a dual tank membrane filtration system with PLC controls, an ultraviolet disinfection system and an aerated sludge holding tank, together with Influent and Effluent Composite samplers, all of which is considered part of the Wastewater Treatment Facilities for purposes of this Agreement.

Contractor will assume responsibility for operations of the above-referenced Coolbaugh Township Wastewater Treatment Facilities to ensure full compliance with the permits governing the Client’s Wastewater Treatment Facilities and related equipment, including but not limited to the requirements provided for under NPDES Permit No. PA0062294. Contractor shall provide weekend and holiday coverage including travel for operations and maintenance activities as well as consulting services as required by the Client. This will involve providing staffing, equipment maintenance, emergency response and general housekeeping needed to maintain the Client’s Wastewater Treatment Facilities as well as filing any required Coolbaugh Township reports, all in accordance with the rules and regulations of the PADEP and DRBC.

Specifically, the scope of services will include and Contractor shall provide the following services:

- 2.1 Contractor shall provide a minimum of two (2) qualified individuals to operate the Coolbaugh Township Wastewater Treatment Plant, sewage pumping station(s) and associated Wastewater Treatment Facilities within their manufacturer and design parameters. Each qualified individual shall have met the minimum requirements deemed necessary to operate the Township’s facilities, including but not limited to satisfactorily completing the GE training course at the expense of Contractor. If characteristics of the influent flow exceed the hydraulic, organic or design parameters of the treatment plant, Contractor will attempt to operate the Wastewater Treatment Facilities using standard operating procedures to achieve proper effluent quality and maintain compliance. It is understood that Contractor cannot be responsible for violations or fines related to events that cause the influent flows to exceed design parameters.
- 2.2 Contractor shall perform wastewater treatment plant and sewage pumping station inspections. Contractor shall provide full time coverage including weekend and holiday coverage, including travel for operations, management and maintenance activities as well as consulting services as required by the Client. Whenever these inspections indicate a problem or potential problem exists, Contractor will undertake corrective action or recommend in writing corrective action to the Client.
- 2.3 Contractor shall record operation data and test results, maintain a diary of operations and a log of concerns or problems related to the Wastewater Treatment Facilities, including the monitoring of excessive flows, and provide the same to the Client. Contractor shall verify

proper functioning of all related equipment of the Wastewater Treatment Facilities and complete all scheduled tasks as requested by the Client.

- 2.4 Expenses incurred for anticipated and budgeted supplies, laboratory test, sludge removal and chemicals, should they be necessary, will be billed directly to the Client. Contractor will verify invoices for maintenance, repairs and replacement, beyond minor maintenance tasks referenced herein, and shall secure prior approval from the Client before incurring unanticipated and/or unbudgeted expenses.
- 2.5 Contractor shall complete specialized maintenance per the manufacturer's preventative maintenance specifications on a routine basis and shall keep Client regularly informed of the status of such maintenance.
- 2.6 Purchases of any expenditure on behalf of the Client shall be approved in advance by an officer of the Client absent an emergency. It is anticipated that certain emergency purchases may be required to maintain the integrity of operations of the Client's Wastewater Treatment Facilities. In the event of an emergency purchase, Contractor shall notify the Client as soon as practicable, but at no time later than one (1) day after such purchase. No unbudgeted emergency purchase beyond \$ _____ shall be permitted without the prior consent of the Client.
- 2.7 Contractor shall meet with PADEP and USEPA personnel, Client Engineer, and Client and shall attend Coolbaugh Township Board of Supervisors meetings as necessary or required by Client. Immediate notice of any PADEP, USEPA and/or other outside agency visit, inspection, inquiry and/or other communication shall be provided to Client.
- 2.8 Contractor shall provide 24-hour emergency coverage to ensure continual and uninterrupted operation at the Wastewater Treatment Facilities, utilizing an emergency operations schedule of qualified personnel. Contractor shall provide the Client with emergency contact information for qualified personnel, including home telephone numbers, wireless phone numbers and pagers. There will be no additional charge for emergency service or weekend and/or holiday coverage.
- 2.9 Contractor shall visit the above-referenced Wastewater Treatment Facilities daily to perform all operations and routine maintenance. Contractor shall ensure proper operation and perform cleaning and minor maintenance as required on a daily basis and inform the Client of any issues and/or problems with the Wastewater Treatment Facilities the day such issues and/or problems are discovered.
- 2.10 Contractor shall ensure all primary and secondary wastewater operators are certified and licensed by PADEP.
- 2.11 Contractor shall complete the collection and analysis of 8-hour composite wastewater effluent samples for CBODs, total suspended solids and any other parameters required by the current NPDES permit.
- 2.12 Contractor shall complete the collection and analysis of daily, weekly and monthly discrete wastewater samples as required by the current NPDES permit, including fecal coliform, residual chlorine, dissolved oxygen and pH.

- 2.13 Contractor shall provide all required site analysis for operational control, including mixed liquor analysis, ammonia, nitrogen, alkalinity, orthophosphate and pH.
- 2.14 Contractor shall provide daily process optimization adjustments based on process control analyses.
- 2.15 Contractor shall ensure all NPDES sample analyses are performed or supervised by an analytical chemist with a Bachelor's Degree in Chemistry at a PADEP certified laboratory.
- 2.16 Contractor shall provide the Client with signed laboratory worksheets and signed records of composite sample collection, which will be on file and available for audit by PADEP and/or USEPA.
- 2.17 Contractor shall provide the Client with quality control records for daily calibration of field monitoring test equipment, which will be on file and available for audit by PADEP and/or USEPA.
- 2.18 Contractor shall provide the submission of monthly NPDES Discharge Monitoring Report (DMR) packages for the Wastewater Treatment Facilities. Each monthly report package will include, at a minimum, the following documentation:
- a. Copies of laboratory reports summarizing the data for all 8-hour composite and discrete samples;
 - b. Form 3800-FM-WSFR0438 Monthly Waste Management Report;
 - c. A completed NPDES DMR. Submissions shall be made electronically by Contractor using the PADEP eDMR System;
 - d. A cover letter summarizing any violations or operational problems encountered during the month;
 - e. A tabular summary of flow data for the month;
 - f. Each monthly submission will be submitted electronically using the PADEP eDMR System and/or by other acceptable means deemed necessary by Client and/or PADEP. Proof of timely submission will be available to Client upon request and shall be furnished electronically to Client by Contractor each month, along with an electronic copy of the entire submission.
- 2.19 Contractor shall perform collection of flow measurements as required by the current NPDES permit.
- 2.20 The Client shall be notified in writing sixty (60) days prior to the disposal of any records and/or documents produced by Contractor under this Agreement. No such record or document shall be disposed of if such record or document is required to be retained under the current NPDES permit.
- 2.21 All work performed by Contractor in response to requirements under the current NPDES permit will be performed in accordance with the terms and conditions of the NPDES permit.
- 2.22 Contractor shall perform the following tasks and services and/or inspect, maintain, clean and/or ensure the proper operation of the following on a daily basis:
- a. Both pump stations (one along SR611 and one internal to plant);

- b. Dual Screen at the headworks building;
 - c. Flow Equalization Basin (FEB);
 - d. Surge Tank;
 - e. Forward Flow Pumps and flowmeters;
 - f. Chemical Metering Pumps;
 - g. Activated Sludge Tanks and Process Controls;
 - h. Dual Membrane filtration system including chemical cleaning system;
 - i. Ultraviolet Disinfection system;
 - j. Sludge Holding Tank including contacting sludge hauler as needed to remove sludge;
 - k. Check Membrane panel for alarms and notifications (Investigate all and correct or contact Client);
 - l. Comply with NPDES Permit Including inhouse testing and certified lab testing, which includes setting up sampler and coordinating with lab to pick up samples. Perform and record daily process control testing;
 - m. Monitor equipment for any unusual noises or improper operation, if minor maintenance is required fix immediately if major maintenance is required contact Client immediately;
 - n. Complete daily process reports and daily log;
 - o. Complete NPDES data entry via DEP DMR website including all forms;
 - p. Complete all required DEP reports, meet with DEP as required;
 - q. Perform quarterly walkthrough of plant with Client representative and Client engineer and prepare written report for Township summarizing plant operation and recommended services or improvements;
 - r. Contact firm for calibrating flowmeters and provide certifications to Client;
 - s. Complete Delaware River Basin reports;
 - t. Provide Client's engineer with copies of flow data and operational data including DMR reports monthly and an annual DMR summary and annual DRBC report;
 - u. Meet in September of each year to provide recommendations for next year's budget;
 - v. Contact Client and DEP of any spills and complete SSO and send to DEP copy Client and Client's engineer;
 - w. Grab samples of any unusual wastes for lab analysis and provide detailed report of such influent;
 - x. Contact screenings dumpster hauler when dumpster becomes full; and,
 - y. Plant must be kept clean at all times, sweeping, hosing down and keeping garbage under control at all times
- 2.23 Contractor shall perform minor maintenance, including but not limited to, changing and adjusting belts and air filters, performing oil changes on blowers and air compressors, rebuilding chemical metering pumps, greasing fittings, checking calibration of chemical metering pumps, tightening nuts and bolts and any additional items listed in the maintenance manuals that do not require major maintenance.
- 2.24 Contractor shall perform additional tasks that are deemed necessary to properly operate and maintain the Wastewater Treatment Facilities and requested by Client.

ARTICLE 3: RESPONSIBILITIES OF THE CLIENT

- 3.1 The Client shall use its best efforts to secure materials or information requested by Contractor for the purpose of carrying out the services required of Contractor under this Agreement and shall offer cooperation to Contractor.

ARTICLE 4: TERM

- 4.1 The initial term of this Agreement shall be from _____, 202__ through December 31, 2023. At the end of any term, this Agreement will renew automatically for one-year terms on an annual basis unless either party provides written notice of a change or intention to terminate is given 60 days in advance of December 31 of each year.
- 4.2 Client may terminate this Agreement at any time, with or without cause, with sixty (60) days written notice to Contractor. Upon notice of termination, Contractor shall be entitled to payment for those services provided to Client by Contractor up to the date of termination, subject to prior authorization and the approval of Client.

ARTICLE 5: COMPENSATION

- 5.1 The Client shall compensate Contractor for all services set forth herein at a flat monthly fee of _____ Dollars (\$ _____) per month, payable within thirty (30) days of receipt of each monthly invoice. Monthly invoices shall include inspection dates, comments, reports, any work product required under this Agreement and a summary of the work performed for each given month. Client shall not be charged for expenses associated with travel to and/or from the Wastewater Treatment Facilities.
- 5.2 Compensation provided under this Article constitutes full and complete payment for all costs assumed by Contractor in performing all the services provided for under the scope of services referenced in this Agreement, including but not limited to salaries, consultant fees, costs of materials and supplies, printing and reproduction, consultations and presentations, meetings, telephone, postage, travel and all similar expenses.

ARTICLE 6: OTHER TERMS AND CONDITIONS

- 6.1 Each party hereto represents to the other party that it has full power and authority to enter into and perform this Agreement, that all actions necessary to such execution and performance have been taken, and that this agreement violates no law, regulation, decree, or other legislative, administrative, or judicial restriction of either of the parties.
- 6.2 Contractor shall indemnify, defend and save Client harmless from any and all claims, actions, awards, verdicts and judgments, together with reasonable counsel fees, based upon or arising out of and/or relating in any way to the services provided under this Agreement.
- 6.3 The terms and conditions of this Agreement shall be binding upon the Client and Contractor and their respective successors and assigns.
- 6.4 This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

- 6.5 If any provision of this Agreement is held invalid, the balance of the provisions of this agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 6.6 Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 6.7 Notwithstanding any such claim, dispute, or legal action arising out of this Agreement or services to be provided pursuant to this Agreement, each party shall continue to perform its obligations under this Agreement in a timely manner, unless otherwise mutually agreed to in writing.
- 6.8 References herein in the masculine gender shall also be construed to apply to the feminine gender.
- 6.9 This Agreement is specifically to provide operations, management and maintenance services to the Client's Wastewater Treatment Plant, Wastewater Pumping Stations, and related collection system and facilities within Coolbaugh Township, Monroe County, Pennsylvania.
- 6.10 Except as otherwise specifically provided for in this Agreement, whenever under this Agreement, approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions, or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of Contractor and delivered in hand or sent by mail, postage prepaid, to the principal officer of the party to whom it is directed, which until changed by written notice from one party to the other party is as follows:

Contractor:

Client: Coolbaugh Township
 5520 Municipal Drive
 Tobyhanna, PA 18466

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

WITNESS: **COOLBAUGH TOWNSHIP**

By: _____ By: _____
 Chairman (Vice)

WITNESS:

By: _____ By: _____