

REQUEST FOR PROPOSALS

24-025

**OPERATIONS, MAINTENANCE, AND MANAGEMENT FOR THE
WATER TREATMENT FACILITY, PAWTUCKET WATER
SUPPLY BOARD, CITY OF PAWTUCKET**

Issued by:

PAWTUCKET WATER SUPPLY BOARD OF THE CITY OF PAWTUCKET

Issued: April 12, 2024

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1.0 INTRODUCTION

1.1 PURPOSE

Through the issuance of this Request for Proposals (RFP), the Pawtucket Water Supply Board ("PWSB"), of the City of Pawtucket, Rhode Island is hereby soliciting competitive sealed Proposals from firms capable of providing full-service operations, maintenance and management Services for the PWSB Water Treatment Facility, raw water aerators located at PWSB reservoirs, laboratory, related raw water main transmission line(s), raw water pump station, chlorine booster station at Stump Hill, lined sludge basin residual basins, main pump station(s), storage tank system, and raw water intake system. For purposes of this RFP, the terms "City", "City of Pawtucket" and "PWSB" may be used interchangeably.

Only Proposals from those firms meeting minimum qualification requirements shall be further considered by the PWSB and the City of Pawtucket. Firms failing to provide complete "Minimum Qualifications" information and/or firms failing to successfully demonstrate minimum qualification experience and capability, as such minimum qualifications are more fully delineated in Section 5.0 hereof, shall have their Proposals returned. The Proposals from such firms shall be prohibited from any further consideration.

The PWSB, or its successor, intends to maintain oversight of and responsibility for the operation and maintenance of the Water Reservoir System, Water Distribution System and appurtenances; capital planning; policy development; long-range and service-area planning; setting of rates and charges for services to its customers; meter reading; billing and collection; and customer service. The PWSB will also maintain responsibility for the Watershed Management and Planning Program ("WMPP").

The PWSB is soliciting Proposals for a 10-year contract term with two five-year optional extensions. Those extensions are at the PWSB's sole discretion and on terms and conditions set forth herein, unless the parties mutually agree to modifications. The procurement process, corresponding approval process, contract execution, and subsequent implementation will be conducted by the PWSB in accordance with any law, rule, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by any governmental body

having jurisdiction, applicable from time to time to the financing, ownership, possession, testing, operation, maintenance or repair of the Facility, the delivery, treatment, or storage of water, the transfer, handling, transportation or disposal of residue or any other transaction or matter contemplated hereby including, without limitation, any of the foregoing which pertain to the performance, operation, maintenance, management, repair and replacement of drinking water treatment facilities (collectively, “Applicable Law”).

Proposers shall carefully review this document, which comprises the formal RFP for these Services, to ensure a clear understanding of the PWSB's needs, objectives, and work scope.

In issuing this RFP, the PWSB seeks to accomplish certain operational, financial and managerial objectives. Generally, the objective of this procurement is to provide the PWSB and the regional customers of the Facility with cost effective and reliable water system operation and management services, including all operations, maintenance and management services, and Capital Improvements for the Facility. The PWSB also desires to accomplish the following objectives:

- To provide high quality water treatment services to its customers at stabilized rates and charges.
- To preserve its capital investments and to assure the long-term reliability and regulatory compliance of the Facility.
- To ensure that the Plant is adequately staffed at all times with qualified staff to successfully discharge the required services and in compliance with all regulatory requirements, including but not limited to staff licensure.
- To meet all regulatory compliance requirements, including compliance with Applicable Law, and other agreements with regulating agencies.

1.2 BACKGROUND

The Pawtucket Water Supply Board (PWSB) through a system utilizing both surface and groundwater sources, supplies water to the City of Pawtucket, the City of Central Falls and the Valley Falls portion of Cumberland, Rhode Island. The original system was established in 1875 and the current service population is approximately 98,130. The service area is nearly fully developed and includes similar proportions of medium/high density residential, commercial and

industrial zoning. Wholesale water is also supplied through a contract to Cumberland, RI. The system's source water is derived from the Abbott Run watershed and its underlying aquifer, where the PWSB operates 4 surface water reservoirs and 8 groundwater wells. The four surface water reservoirs, (in order proceeding down the watershed) Diamond Hill Reservoir, Arnold Mills Reservoir, Robin Hollow Pond Reservoir, and Happy Hollow Pond Reservoir, have a combined storage capacity of 4,970 MG.

The primary source of water for the system is Happy Hollow Pond and the Raw Water Pump Station (RWPS) draws water from Happy Hollow Pond through a submerged intake. Two electric surface water aerators are located within Happy Hollow Pond that are designed to operate continuously to aid in maintaining water quality. The intake consists of two, 30-inch branches; each branch separates via a tee fitting into two sub-branches that connects to two intake screens. The supply from Happy Hollow Pond can be supplemented, up to a maximum of 5 MGD, with water from a series of eight groundwater wells. The individual groundwater wells, Well No. 2A through Well No. 9, connect to a 20-inch well water header. Groundwater is pumped to the intake in Happy Hollow Pond where it is combined with surface water at the intake to the RWPS. Water from the wells may contain radon; therefore, the well water passes through a cascade aerator to strip the radon prior to connection with the raw water intake line.

Raw water from Happy Hollow Pond is pumped from the RWPS located at 118 Mill Street in Cumberland, Rhode Island approximately one mile south through two, 36-inch raw water transmission pipelines to the water treatment plant (WTP). The single 36-inch pipeline from the RWPS separates via a tee fitting into the two, 36-inch pipelines that then rejoin via a tee fitting to one 36-inch pipeline prior to entering the WTP.

The Water Treatment Facility (WTF) located at 87 Branch Street, Pawtucket, Rhode Island is designed to treat a maximum flow of 25.0 million gallons per day (MGD) and a sustained average flow of 13.3 MGD. Water Treatment consists of a series of chemical and physical processes through which taste, odor, color, turbidity and chemical and microbiological contaminants are removed or inactivated. At the WTF, the water is treated through clarification/filtration treatment systems installed in cast-in-place concrete basins. Treatment includes coagulation, flocculation, and filtration mechanisms for the removal of color, turbidity, and other impurities from the raw water. The water is then pH adjusted, disinfected with

chlorine, and fluoridated before entering the facility's 1.4 MG clear well structure. Following the clear well, the water's alkalinity is adjusted with lime, a corrosion inhibiting compound is added, and a final chlorine adjustment may be made if necessary.

From the clear well, the finished water may be pumped either directly to the distribution system or diverted to the onsite 5-million-gallon pre-stressed concrete storage tank. The ability exists to return water from the tank to the WTF through the fill line, where it may be pumped to the distribution system through the finish water pumps.

The flush and backwash wastewater flows from the filters and clarifiers into equalization basins located under the filters. From the equalization basins, the combined residuals waste is pumped to two dewatering lagoons via a 12-inch force main. The lagoons are located just north of the old treatment plant at 120 Mill Street and are lined and have an underdrain system for proper dewatering of the PAC/alum sludge. Emergency diesel generators are provided at the RWPS and the WTP to allow full production of up to 25 MGD during extended power outages.

Once pressurized, the finished water is conveyed to the distribution system via transmission mains departing to the north and south of the pump station. Two storage tanks are located at the western edge of the distribution system, on Stump Hill in Lincoln. These tanks have a combined storage capacity of 13.0 million gallons, however the 3.0-million-gallon tank is not currently in use. A chlorine booster station is located at the Stump Hill tanks facility to augment the chlorine residual as necessary.

The PWSB system operates almost as a single pressure zone; there is one isolated high service area in a portion of the Valley Falls Section of Cumberland where the elevation varies significantly from the rest of the system. Reference attached PWSB Process Flow Diagram.

1.2.1 Groundwater Well Stations

Pawtucket Water's eight (8) municipal raw water wells are located within the Abbott Run Valley aquifer, a long and narrow body of saturated sands and gravels that follows the Abbott Run. All wells are fed directly into the Water Treatment Plant (WTP) raw water intake located at Happy Hollow Pond. Operational practices and water quality dictate the use of these wells as necessary to supplement the surface water supply.

All the wells are shallow depth gravel-packed construction and equipped with vertical centrifugal electric driven pump systems. The wells are housed in substantial structures that pump into a common water main that is fed into the raw water intake for the RWPS. There is currently no chemical treatment at any of the wells.

1.2.2 Water Treatment Plant

The water treatment plant (WTP) located at 87 Branch Street in Pawtucket was placed into operation in March of 2008. The WTP utilizes a fixed bubble aeration system to oxygenate and circulate the water in Happy Hollow Pond near the raw water intake and Raw Water Pump Station (RWPS) Station. Approximately 500 feet of aeration diffusion piping is placed in the bottom of Happy Hollow Pond to overcome stratification, eliminate stagnation, oxidize organics, control algae, and enhance raw water quality. The mixing action controls temperature variation in the reservoir and permits optimization of coagulation chemistry at the water treatment plant.

The RWPS is located at 118 Mill Street in Cumberland, RI adjacent to the former Water Treatment Facility at 120 Mill Street. The RWPS draws water from Happy Hollow Pond through the submerged intake which consists of two, 30-inch branches; each branch separates via a tee fitting into two sub-branches that each connects to two intake screens. The individual groundwater wells, Well No. 2A through Well No. 9, connect to a 20-inch well water header. Water from the wells passes through a cascade aerator to strip the radon prior to connection with the raw water intake line from Happy Hollow Pond. Raw water can be dosed with PAC for taste and odor control prior to reaching the WTP. Raw water from Happy Hollow Pond is pumped from the RWPS approximately one mile through two, 36-inch raw water transmission pipelines to the treatment facility at 87 Branch Street. The single 36-inch pipeline from the RWPS separates via a tee fitting into the two, 36-inch pipelines that then rejoin via a tee fitting to one 36-inch pipeline prior to entering the treatment plant.

In 2014, the raw water pump station was retrofitted with a system designed to feed powder activated carbon (PAC) to the raw water supply to aid in the control of seasonal taste and odor problems. These taste and odor problems have been attributed to the levels of Geosmin and 2-Methylisoborneol (MIB) which are naturally organic compounds that occur in surface waters and

both of which are discernable to consumers at extremely low levels. Their occurrence is most associated with the warmer weather and algal blooms.

Current average day demand production of the WTP is 7.84 MGD with maximum day demand production of 12.04 MGD. The water treatment plant is designed to produce up to 25 MGD of finished water. Additionally, it was designed to allow 30 MGD to flow through the facility without major piping or structural modifications. The facility design also allows implementation of chloramines without major modification or plant shut down.

The WTP uses polyaluminum chloride (PACL)/alum as a coagulant and contact clarification to remove TOC, color, and turbidity prior to deep bed Granular Activated Carbon (GAC) filters. The water then passes through UV disinfection units (currently inactive) then dosed with sodium hypochlorite and sent to a channeled 1.4 MG clear well with a contact time of 90 minutes, and either pumped directly into the distribution system or to the on-site 5 MG storage tank. The WTP is completely controlled by in-line process analyses and a computer-based Supervisory Control and Data Acquisition (SCADA) System.

There are a total of 4 upflow contact clarifiers which are in cast in place concrete chambers each with a footprint of 38 by 12 feet. The design flow rate is 4,560 GPM/clarifier with 6 SCFM/SQFT air scour rate. Each contact clarifier is back flushed approximately every 4 hours of operation, or longer using a raw water/air scour flush, depending upon raw water quality conditions.

There are a total of 8 granular activated carbon deep bed filters which are in cast in place concrete chambers each with a footprint of 38 by 14 feet. The design flow rate is 5 GPM/SQFT or 2,613 GPM/Filter. The design filter backwash rate is 20 GPM/SQFT water or 10,450 GPM/Filter. The design air scour flow rate is 2.5 SCFM/SQFT air or 1,306 SCFM/Filter. The GAC filters backwash with potable water and air approximately every 24 to 48 hours, or longer depending upon raw water quality conditions.

The flush and backwash wastewater flows into equalization basins located under the filters in the WTP. From the equalization basins, the combined residuals waste is pumped to two dewatering lagoons via a 12-inch force main to the lagoons located at the site of the old

treatment plant lagoon site. These lagoons are lined and have an underdrain system for dewatering the PACL/alum sludge.

Emergency generators are provided at the raw water pump station and the WTP to allow full production of up to 25 MGD during extended power outages. With diesel fuel deliveries at 48-hour intervals, the WTP and RWPS could operate indefinitely on the auxiliary power system. Reference attached PWSB Process Flow Diagram.

1.2.3 Raw Water Pump Station

This pump station was constructed in 2007 and is located at 118 Mill Street in Cumberland adjacent to Happy Hollow Pond. It is designed to deliver raw water approximately one mile south to the WTP. The station is equipped with 3 - 13.2 MGD centrifugal pumps, for a total reliable pumping capacity of 26.4 MGD. Two of the three 200 HP pump motors were recently retrofitted with variable frequency drives (VFD's) to optimize efficiency of the facility.

1.2.4 Finish Water Pump Station

This pump station was constructed in 2007 and is located at 87 Branch Street at the water treatment plant. The pump station consists of 4 - 13 MGD pumps, for a total reliable (one spare) pumping capacity of 39 MGD. Two of the 900 HP pump motors have been retrofitted with variable frequency drives (VFD's) in 2012 in order to optimize efficiency of the facility.

1.2.5 Master Meters

There exists a 36 inch "turbine" water meter and an insertion magnetic flow meter at the raw water pump station to meter flows being pumped to the WTP. At the water treatment plant there exists a 36-inch magnetic flow meter and an insertion magnetic flow meter that is used to record flow produced by the WTP and distributed to the transmission and distribution system.

1.2.6 Lined Sludge Residuals Basins (LSRB's)

The WTF utilizes 2 geomembrane lined settling basins to accept wash water residuals from the clarifier rinse and filter backwash cycles. This wash water is pumped from the WTF to the LSRB's via a 12-inch force main. The wash water enters one of the 3-million-gallon capacity LSRB's through the inlet structure. The solids then settle across the length of the LSRB and clean decant water is gravity filtered through the 18-inch sand bed filter or spills over the outlet

structure weir. These 2 collection systems of the decant water combine into a common line and discharge to the Blackstone River (Outfall 002B RIPDES permit No. RI0001589).

The LSRB system was designed to operate in series or parallel arrangement. Current operation includes one active basin while the other is offline and isolated for dewatering, freeze/thaw cycle, drying of sludge, removal of sludge, and restoration of the basin to original engineering specifications. Once a year, residuals from the operational LSRB are removed and disposed offsite. The basins are then rotated for operational use. Typical annual sludge removal from one LSRB is in the range from 1,000 to 1,500 tons.

1.3 SCOPE OF CAPITAL IMPROVEMENTS AND OPERATIONS

1.3.1 Capital Improvements

This procurement does not include any capital improvements beyond the renewal and replacement of existing infrastructure described elsewhere. However, the PWSB may elect to use the selected vendor to undertake future capital improvements at its sole discretion.

The Company shall prepare and submit to the City each year an annual report, which shall include a five-year forecast of the major repair and replacement (“R&R”) activities that the Company believes need to be performed at the Facility during such five-year period to keep the Facility in good working condition. Subject to discussions with and approval by the PWSB, the identified R&R projects for the next Contract Year may be funded from the R&R Fund, subject to the requirements and limitations of that fund. The PWSB is not obligated to approve any identified projects.

2.0 GENERAL INFORMATION

2.1 DEFINITIONS

For the purposes of this RFP, and for eventual use in the Agreement, a glossary of words and terms has been developed. Unless otherwise specified in this RFP, all capitalized terms refer to defined terms in this glossary. The glossary is included as Appendix D. Such glossary will be revised and expanded before incorporation into the Agreement.

2.2 AGREEMENT TERM SHEET

The Agreement Term Sheet found in Appendix A to this RFP is intended to provide Proposers an overview of key terms and conditions. The draft Agreement provides the definitive terms and conditions. serves as the basis for the development of a forthcoming Agreement. Throughout this RFP, the terms "Agreement Term Sheet" and "Agreement" refer either to the Agreement Term Sheet included in this RFP or Agreement, as applicable. The PWSB anticipates issuing such Agreement approximately two weeks after issuance of this RFP.

The Agreement Term Sheet, together with the accompanying Schedules, represents the risk allocation, responsibilities and obligations sought by the PWSB. Proposals shall be based on this risk allocation; that is, the Proposer must assume that the PWSB will require the conditions outlined in the Agreement Term Sheet without substantive changes, except for the addition of the Company's specific information that is required to complete the Agreement between the PWSB and the Company. Proposers may suggest revisions to the Agreement in their proposal. Any such revisions must be included on Proposal Form 10, including a description of the proposed change, the potential benefits to the PWSB and the cost impact of the proposed change. The PWSB will not entertain negotiating any changes to the Agreement that are not identified in the Proposal. The PWSB may elect to terminate any negotiations if Proposers seek Agreement modifications that were not disclosed as required herein.

Proposer or Company-specific information that may become part of the Agreement includes relevant information carried over from the RFP proposal forms including but not limited

to equipment lists, operating parameters, insurance forms, performance bonds, and Financial Security (as defined in Section 4.1.4 hereof).

Appendix B of this RFP presents Schedules which, together with the Agreement Term Sheet, outline the scope of services required for the Proposal. These Schedules will be completed by the PWSB from the Selected Proposer's Proposal, including the Proposal Forms submitted as part of the Proposal. These completed Schedules will be attached to and shall be considered part of the Agreement executed between the PWSB and the Selected Proposer. **In responding to this RFP, the Schedules should not be submitted as a part of the Proposal.**

3.0 PROCUREMENT PROCESS OVERVIEW

The procurement schedule is set forth below.

ACTIVITY	DUE DATE
Issuance of RFP	April 12, 2024
Prebid meeting and Facility Orientation Tour	April 23, 2024
Access of Facility to Proposers (by appointment with PWSB General Manager)	April 16th to May 15, 2024
Issuance of Draft Agreement	May 1, 2024
Proposer Questions	April 16 to May 16, 2024
Issue Final Addenda (if required)	May 20, 2024
Proposals Due	June 13, 2024 @ 2:00 p.m. ET
Selection of Proposer	July 1, 2024
Negotiations and Award of Contract	August 1, 2024
Commence Transition of Operations	September 23, 2024
Contract start date	October 23, 2024

The PWSB will hold a mandatory pre-bid meeting followed by a tour of the water treatment plant. In addition, Proposers will be allowed to send a team and spend up to 3 days inspecting the facilities. All such visits must be scheduled by appointment with the PWSB General Manager. During these inspection visits, Proposer’s staff should not interfere with operations or ask questions of the operational staff.

The PWSB reserves the right to modify any or all of the above dates at its sole discretion. The City reserves the right to modify any or all of the above dates. The City will require each Proposer to sign a waiver agreement and/or release during inspections and Proposer visits. A copy of an example waiver and/or release form is attached in Appendix F.

3.1 REFERENCE DOCUMENTS AVAILABLE

The following documents will be available for review and download by Proposers at the City’s procurement site. The address for the site is:

<https://pawtucketri.com/purchasing/current-bids>

The available documents will include, but is not limited to:

PWSB Document List

- PWSB Facilities Record Drawings
- Veolia Monthly Reports (2 years)
- Baseline Asset Evaluation Report (Completed by Wright Pierce)
- Baseline Asset Evaluation Registry
- Location Plan of PWSB Assets
- Raw Water Quality Data 2022-23 (2 years)
- Rain Event Operations Protocol
- Finished Water Quality & Dist. Sites Data 2022-23 (2 years)
- Electricity Usage from March 08, 2008 – December 10, 2023
- Residuals Management Plan
- Distribution Sampling Plan (TCR Sites)
- WTP Generator Demand Response from June 10, 2019 – December 11, 2023
- RIPDES Permit and Monthly Reports (2 years)
- PWSB Treatment Plant Process Flow Diagram

3.2 ACCURACY OF RFP AND RELATED DOCUMENTS

The PWSB assumes no responsibility for the completeness, or the accuracy of specific technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, expressly disclaims same and advises each Proposer to rely on its own due diligence in submitting a Proposal. Without limiting the generality of the foregoing, the PWSB will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those given in writing. In no event may a Proposer to this RFP rely on any oral statement by the PWSB or its agents, advisors or consultants.

Should a Proposer find discrepancies in or omissions from this RFP and related documents, the Proposer shall immediately notify James DeCelles, Chief Engineer by email to the following address DeCelles@pwsb.org. Upon verification of the discrepancy or omission, the PWSB will issue a written addendum to clarify, if PWSB deems it necessary. Each Proposer requesting an interpretation will be responsible for delivering such requests to the PWSB through its designated representative in writing.

3.3 INSTRUCTIONS AND NOTIFICATIONS TO PROPOSERS

This RFP constitutes an invitation to Proposers to submit Proposals to the PWSB. The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

These rules/requirements include:

- It is the Proposer's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances, and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the Proposer. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that Proposer makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The Proposer has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the Proposer, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.

- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, the subcontractor(s) proposed to be used are identified in the proposal, and that the terms governing subcontractors and/or subcontracts provided in the Agreement Term Sheet and/or Agreement shall apply to any such subcontractors and/or subcontracts.
- Proposers are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.
- Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- There is no official, public opening of proposals. The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined and an agreement with the selected bidder is executed, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after an agreement is executed contract is awarded.

Without limitation, the PWSB, reserves and holds, at its sole discretion, the following rights and options:

- To waive any technicalities or immaterial irregularities in the Proposals.
- To prepare and issue such amendments and/or addenda to the RFP prior to the receipt of Proposals that may expand or cancel any portion, or all work described in this RFP.
- To receive questions from Proposers and to provide PWSB's responses to such questions to all Proposers.
- To reject any or all Proposals for any or no reason.
- To change the date for receipt of Proposals or any other deadlines and dates specified in the RFP.
- To conduct investigations with respect to the information or Proposal provided by each Proposer.
- To select and enter into a Service Agreement with one Proposer whose Proposal best satisfies the interests of City and is most responsive in the sole and absolute discretion and judgment of the City to the requirements of this RFP.

- To cancel this RFP with or without the substitution of another RFP.

Proposers shall not make any contact with the PWSB except through and to the designated PWSB Contact Person regarding this RFP. The failure to comply with this requirement will result in an offending Proposer being disqualified and no longer considered by the PWSB. If this occurs after proposals have been received, Proposals will be returned to the offending Proposer.

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (collectively the "Releasors") agree not to sue, and to release, waive, and discharge the City of Pawtucket, the PWSB and its and their officers, agents, servants or employees (collectively, the "Releasees") from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket/PWSB property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorney's fees, that may be incurred due to Releasors' use of or presence in and on City of Pawtucket/PWB property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors' use of or presence in and on City of Pawtucket/PWSB property.

The Releasors acknowledge the risks that may be involved, and hazards connected with use of or presence in and on City of Pawtucket/PWSB property but elect to provide services under any contract with the City of Pawtucket/PWSB with full knowledge of such risks.

Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not

covered by Releasees' insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket/PWSB shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase or elsewhere.

3.4 INTERVIEWS, MEETINGS, AND NEGOTIATING SESSIONS WITH PROPOSERS

The PWSB will determine the need for such activities as provided in the procurement process schedule or otherwise. Proposers will be notified in advance of the time and format of such events should they occur.

As described above, the PWSB will hold a mandatory pre-proposal conference and site tour on April 23rd at 9 am at the Water Treatment Plant located at 85 Branch Street, Pawtucket RI 02860. A tour of the Water Treatment Plant will be conducted immediately following the pre-proposal conference. All participants at the site visit must complete the waiver form in Appendix F. Attendance at the pre-proposal conference is mandatory for responding to this RFP. Interested Proposers are requested to notify James DeCelles, the PWSB designated contact person (Contact information below) of their interest to attend the pre-proposal conference.

3.5 INTERPRETATIONS AND ADDENDA

Interested Proposers must register with James DeCelles and Peter Wingate at the email addresses listed below and shall include the name and address of the company, a point of contact at the company and a valid email address and telephone number. The PWSB will issue all addenda and RFP revisions to interested Proposers that have duly registered. The PWSB will not be liable for any interested Proposer that fails to register or for which the email address is not correct or not provided.

Clarification or interpretation of the RFP will be issued by addenda to the RFP or the issuance of a revised RFP. Verbal clarifications will be without legal effect. Proposers must request such

interpretation or clarification of the RFP in writing from the PWSB. Requests for information or clarification of this RFP must be emailed to:

James Decelles decelles@pwsb.org and

Peter Wingate, Pawtucket Purchasing Director, pwingate@pawtucketri.gov

Subject line should include “**PWSB Treatment Plant Operations Contract Clarifications**”.

Receipt of each addendum shall be acknowledged by the Proposer in Proposal Form 1 of the Proposal.

3.6 VENDOR COMMENTS ON RFP AND OTHER INFORMATION REQUESTS

Interested Proposers shall submit any questions regarding the scope of services and Service Agreement terms by email to James DeCelles and Peter Wingate as described in the preceding section. The PWSB recognizes that interested Proposers may need additional information on the RFP and Service Agreement to prepare their Proposals.

3.7 PERSONAL INVESTIGATION

Proposers shall satisfy themselves by personal investigation and such other means as they may deem necessary, as to the conditions affecting the services to be provided under the RFP and the cost thereof. This includes but is not limited to availing themselves of the opportunity to inspect the facilities and reviewing all documentation included in the document repository. No information derived from any part of this RFP or from the PWSB or its advisors shall relieve the Proposer from any risk or from fulfilling all terms of the Service Agreement.

3.8 CORRECTION OF PROPOSAL ERROR

Erasures or other corrections in the Proposal must be initialed by the persons signing the Proposal. The Proposer further agrees that in the event of any obvious errors, the PWSB reserves the right to waive such errors. As described in Section 3.3, the PWSB and the City, have no obligation to waive such errors.

3.9 PROPOSAL DISCLOSURE

All Proposals received in response to the procurement documents will become the property of the PWSB and will not be returned. Pursuant to R.I. Gen. Laws § 38-2 relating to Access to Public Records, the PWSB may be required to publicly disclose all information and materials submitted to parties requesting such information. R.I. Gen. Laws § 38-2 provides limited exemptions from the general disclosure requirement such as "trade secrets and commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature" (R.I. Gen. Laws § 38-2-2(B)). If a Proposer believes that portions of its Proposal are exempt from disclosure to third parties, under this or any other provision of law, the Proposer must clearly label the specific portions that are to be kept confidential, specify the exemption allowed under R.I. Gen. Laws § 38-2 or other provisions of law and explain the reasons why the portions of the response should be kept confidential. Marking all or substantially all of the Proposal as confidential may result in the Proposer being considered non-responsive by the PWSB.

Notwithstanding the foregoing, the Proposer recognizes and agrees that the PWSB will not be responsible or liable in any way for any losses or damage that the Proposer may suffer from the disclosure of information or materials to third parties.

3.10 NONDISCRIMINATION REQUIREMENTS

The selected Proposer, in the performance of all Services, shall not discriminate on grounds of race, color, religious creed, national origin, age, sex or handicap in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.

The selected Proposer shall be required to comply with all applicable Federal and State statutes, rules and regulations and local ordinances whether listed below or not relative to discrimination in employment, including but not limited to: Title VII of the Civil Right Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, 42 U.S.C. §§

12101 *et seq.*; R.I. Gen. Laws § 28-5-7; and all relevant administrative orders and executive orders.

The PWSB encourages minority-owned business enterprises and women-owned business enterprises to submit Proposals.

3.11 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes may be exempt from disclosure, the Proposer shall clearly label and highlight the specific portions of the Proposal sought to be kept confidential and specify the exemption by statute or other reference upon which the Proposer is relying. The PWSB, in its sole discretion, will determine whether such exemption applies under Rhode Island Access to Public Records Act, R.I. Gen. Laws § 38-2-1 *et seq.* Marking all or substantially all of a response as confidential may result in the Proposal being considered non-responsive by the PWSB.

3.12 EVALUATION AND AWARD OF CONTRACT

In accordance with the provisions of Rhode Island Gen. Laws § 45-55 and Article 4 of the City Charter, the PWSB states that the contract award shall be made to the Proposer whose Proposal is responsive to this RFP, contains the lowest evaluated bid price based on the objective measurable criteria detailed in this RFP, and is deemed most favorable to the PWSB.

3.13 FACILITY INSPECTIONS AND PROPOSER ACCESS

The Facility will be made accessible to all Proposers May 16, 2024. Proposers shall individually be permitted access to the Facility for three days each. The purpose of this access is to allow the Proposer to review documentation and to conduct such testing as it believes is necessary to become familiar with the characteristics of the raw water and the operating conditions at the Facility. The PWSB may grant requests for additional access, but will not permit more than one Proposer at a time to access the Facility for testing and inspection purposes. The Proposer shall contact the point-of-contact identified in this RFP in writing and/or by phone to coordinate access during this period.

3.14 MUNICIPAL CONTRACT STATUTE AND ORDINANCE

3.14.1 State Statutory Requirements

This procurement will be governed by the provisions of R.I. Gen. Laws § 45-55, as amended, relating to the award of municipal contracts.

3.14.2 Local Charter and Ordinances

This procurement is governed by Article 4 of the City Charter, which establishes specific procedures for the contract award. Proposers are encouraged to review the Charter. The PWSB shall not interpret the Charter on behalf of Proposers.

3.14.3 Basis for Award

In accordance with the provisions of Rhode Island Gen. Laws § 45-55 and Article 4 of the City Charter, the PWSB states that the contract award shall be made to the Proposer whose Proposal is responsive to this RFP, contains the lowest evaluated bid price based on the objective measurable criteria detailed in this RFP, and is deemed most favorable to the PWSB.

4.0 PROPOSAL REQUIREMENT AND EVALUATION

4.1 PROPOSAL FORMAT AND ORGANIZATION

The Proposer shall submit a Proposal in accordance with the content and format requirements set forth in this RFP. Any information provided in the Proposal may be incorporated, at the PWSB's option, without substantial modification, into the executed Agreement and/or Schedules. The Proposal shall be bound and written on 8 ½" x 11" paper in English.

The Proposal may include a two-page (maximum) cover letter signed by a duly authorized corporate officer that includes the project contact name and title, street address (mailing address, if different), city, state, telephone number and facsimile number. In addition, a table of contents shall identify the major sections of the Proposal, as outlined herein, and any illustrations, tables, charts or graphics. Appendix materials should be clearly noted.

The minimum qualification criteria information outlined in Section 5.0 shall be submitted as Section 2.1 of the proposal. The PWSB will evaluate that Section first. Any Contractor's proposal that fails to demonstrate compliance with the Minimum Requirements will have their proposal returned and will not be considered further.

The table of contents of the Proposal shall resemble the following:

- 1.0 Executive Summary
- 2.0 Qualifications
 - 2.1 Minimum
 - 2.2 Comparative
- 3.0 Technical Proposal
 - A. Operations, Maintenance and Management
 - B. Sludge Management Approach
 - C. Facility Performance Standards
 - D. Long-Term Environmental Compliance
 - E. Facility and Operating Plans
 - a. Customer Service and Emergency Response
 - b. Staffing Plan

- c. Maintenance Plan
- d. Safety Security Plan
- e. Transition Plan
- F. Process Monitoring and QA/QC Reporting
- G. Licenses, Permits and Approvals
- H. Repair and Replacement Expenditures

4.0 Business/Financial Proposal

- A. Comments on Draft Service Agreement
- B. Service Fee
- C. Financial Security
- D. Performance Bond Requirements

5.0 Proposal Forms

- Proposal Form 1: Minimum Qualifications: Company Information and Certifications
- Proposal Form 2: Minimum Qualifications: Project Experience and Staff Qualifications
- Proposal Form 3: Minimum Qualifications: Insurance and Performance Bond
- Proposal Form 4: Service Fee –Base Proposal
- Proposal Form 5: Service Fee—Enhanced Sales Proposal
- Proposal Form 6: Pass Through Costs–Base Proposal
- Proposal Form 7: Pass Through Costs--Enhanced Sales Proposal
- Proposal Form 8: Termination for Convenience Payments
- Proposal Form 9: Changes in Raw Water Quality
- Proposal Form 10: Proposed Changes to Terms and Conditions of the Service Agreement

Proposers are required to organize the information requested in this RFP in accordance with the format outlined in this section. Failure of the Proposer to organize the information required by this RFP as outlined may result in the PWSB, at its sole discretion, deeming the Proposal unresponsive to the requirements of this RFP. The Proposers, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of their Proposal. Appendices for certain technical information may be used to facilitate Proposal preparation.

In order to facilitate the Proposal preparation efforts and in consideration of PWSB proposal review, PWSB encourages Proposers to be brief and concise in their proposal.

Proposers should emphasize exact details on how they plan to meet proposed financial obligations. This detail should include information on all major operating expenses such as chemicals, energy, labor, repair and replacement, and other major costs. The level of detail within the Proposals should be sufficient to demonstrate thoughtful consideration of the requirements of this RFP, including the Agreement Term Sheet and Schedules. Information should also be sufficient to enable adequate application of the evaluation criteria.

4.1.1 Executive Summary

The Proposer shall submit an executive summary which outlines the contents of its Proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, description of the responsibilities of the project team and a summary of the proposed services. The executive summary should have a clear statement regarding all firms that are included in the Proposer's team, the location of each firm, and the person serving as the sole contact person for the team with full contact information for that person. This section should include a clear statement of the Proposer's understanding of this RFP. The executive summary shall not exceed five typed pages. The PWSB may use all or portions of the executive summary for public information purposes.

4.1.2 Qualifications

Section 2 of the proposal shall focus on the Proposer's experience in performing work similar to that required under this RFP. Section 2.1 should succinctly set forth the Proposer's compliance with the minimum criteria set forth in in Section 5.1 of this RFP. Proposers should also fully complete Proposal Forms 1 through 3 that focus on Minimum Qualifications. Proposers that fail to demonstrate compliance with these minimum criteria will no longer be considered for selection for this project. The PWSB shall return any such proposal to the Proposer.

Section 2.2 of the proposal, Proposer's should explain their experience and capabilities consistent with the comparative criteria described in Section 5.2 of this RFP.

4.1.3 Technical Proposal

This section of the Proposal must present the technical aspects of the required services. The Proposer must provide information necessary to convey a clear understanding of services required, including a brief description of the expected operation of any proposed facilities, and administration of Capital Improvements.

The Proposer's technical submission shall be in sufficient detail, with project-specific information, so that the PWSB can ascertain the Proposer's compliance with the Agreement and Schedules. Where Proposer-specific information must be included into the Agreement and Schedules, such information shall be submitted in a format that can be easily incorporated into the Schedules for the finalization of the Agreement.

This section of the Proposal shall also present the Proposer's approach for guaranteeing regulatory compliance and environmental protection. The Proposer must provide information about project-specific regulatory requirements, so that the PWSB can ascertain the Proposer's understanding of the regulatory issues.

The following subsections outline the elements that must be included in the Proposer's technical Proposal to demonstrate compliance with the Agreement and Schedules.

A. *Operations, Maintenance and Management*

The Agreement Term Sheet and Schedules set forth standards for operating and maintaining the Facility over the term of the project. Proposers should be aware that the PWSB wants to encourage efficient operation of the Facility over the term of the Agreement in a manner that is consistent with the PWSB's objective of maintaining the Facility to a high standard of care that includes:

- Continuous good housekeeping to preserve aesthetics and protect against deterioration of capital assets
- Ongoing maintenance and repair
- Prudent renewal and replacement of major equipment
- Cost-effective upgrades of obsolete equipment

Recognition must be provided that required maintenance, repairs and replacements (as discussed in this Section 4) will be made to a specified standard in a timely manner and will not be deferred due to cost pressures or other factors, and that at the expiration of the Agreement term, the Facility will be returned to the PWSB in a sound, proper and well-maintained condition without the necessity for the PWSB to undertake extraordinary repairs or a major overhaul when assuming Facility management responsibilities. Proposers should fully address the scope of service requirements set forth in

A herein. Of particular interest are explanations of staffing, maintenance, renewal and replacement planning and energy efficiency projects and programs. Accordingly, this section should reference the Proposer's Facility Operation and Maintenance Plan, its maintenance and repair and replacement plan including how a computerized record keeping system will be implemented and utilized for operation and maintenance functions. The Proposer shall be responsible for all maintenance (routine, preventive, etc.) and associated expense. This section shall also include a forecast of anticipated repair and replacements for the Facility for the term of the Agreement. All repair and replacement activities exceeding \$20,000 will be funded through the Repair and Replacement Fund described elsewhere in this RFP, subject to PWSB approval, separate from the base Service Fee as detailed in Proposal Form 4.

B. *Sludge Management Approach*

Proposers will be responsible for sludge disposal and shall describe the approach satisfying the requirements of the USEPA, Rhode Island Department of Health ("RIDOH") and Rhode Island Department of Environmental Management ("RIDEM") for sludge treatment, disposal of filter backwash and for any other sidestreams (such as brine) concentrates generated by the Facility. Proposers shall be responsible for compliance with all regulatory requirements.

Proposers shall describe their approach for managing the sludge lagoons and ultimately disposal.

C. *Facility Performance Standards*

The successful Proposer will be required to meet current law water quality requirements. The Proposer shall describe any water quality violations that have occurred in the last ten years at any plant it is contracted to operate. As set forth in Schedule 1 to Appendix A, Agreement Term Sheet, the PWSB relies on raw water from two sources and raw water quality can vary significantly. Proposers should explain in detail, their experience in managing water treatment facilities with similar influent water quality variability. The PWSB understands the uncertainty associated with PFAS regulation and anticipates increasing more frequent filter replacement as one means of controlling PFAS discharges. Proposers are encouraged to describe their experience and suggested approach to this. It should also be noted that the PWSB will treat media replacement as a contractual pass-through.

D. *Long-Term Environmental Compliance*

The Proposal shall describe the Proposer's program to assure long-term compliance with environmental regulations and permit conditions, including sufficient detail about the Proposer's environmental protection, mitigation, and monitoring systems. Descriptions of potential environmental impacts and mitigating measures shall be addressed, including the approach for dealing with raw water quality outside of specified ranges. The Proposal should also describe how repair and replacement expenditures and Capital Improvements will be integrated into the long-term operations to assure future environmental compliance flexibility.

E. *Facility and Operating Plans*

This section of the Proposal shall discuss Facility and Operating plans that describe the proposed activities. Proposers shall include more detailed draft Facility plans in the Appendices of the Proposal. These plans should describe the methods for demonstrating timely compliance with all applicable federal, state and local laws and regulations. It is recognized that information may not be available to provide all of the details necessary to develop a complete plan.

Therefore, the Proposer shall develop outlines of the Proposer's approach for the items specified. Additional details regarding the Facility plans are set forth in Schedule 3.

Customer Service and Emergency Response - The Proposal shall generally describe the measures to be taken to solve emergencies pertaining to the Facility while maintaining Facility operation. Measures should briefly mention the approach for:

- Chemical Spills - On-Site and from Off-Site Transportation (freeway and railroads)
- Pipe, Valve, or Pump Failure
- Equipment and Process Failure
- Power Failure
- Raw Water Quality Outside Specifications
- Emergency Telephone Numbers
- Emergency Equipment Inventory
- Coordinating Instructions with Public Safety Agencies

Staffing Plan - The Proposal shall include a staffing plan. The staffing assumptions of the proposed Service Fee should be clearly presented including the proposed staffing levels, shift structure and licensure. The PWSB is requiring that at least two staff be onsite for all shifts. The Proposal must contain sufficient information to demonstrate understanding and compliance of the requirements of the Agreement relevant to this plan. The staffing plan should include assumptions for long-term labor force projections.

As noted elsewhere, the plant staff is unionized. Proposers should describe their experience and approach to transitioning management and operations of a plant with a unionized workforce.

Proposers should be aware that under the terms and conditions set forth in the Term Sheet and Agreement that PWSB will impose financial penalties for failing to maintain staffing at the levels set forth in the Proposer's staffing plan.

Operation and Maintenance Plan (O&M Plan) - The O&M Plan shall present the Proposer's approach for ordinary maintenance to comply with the Agreement.

The O&M Plan shall address the approach for scheduling maintenance, tracking of groups of different-lived equipment, and consideration of depreciation and the repairs required to maximize the useful life of equipment.

The plan should include a description of the Proposer's approach to a computerized maintenance program and acceptance of the requirements set forth in Appendix A.

Safety and Security Plan - The proposed safety and security plan (the "Security Plan") shall describe the security and safety measures for all facilities and structures contained within the Facility. The Security Plan shall describe all safety and security measures to-be-implemented, including compliance with health laws, OSHA regulations, and/or other procedures. The interface and functioning of the Security Plan with the SCADA system shall be discussed.

Transition Plan - The Proposal shall describe the approach for making the transition from existing contract operations, maintenance, and management services.

F. *Process Monitoring and QA/QC Reporting*

The Proposer shall submit an approach describing methods for demonstrating compliance with performance standards requirements during ongoing Facility operations. This section shall describe the reporting mechanisms, analytical procedures and schedules that will be used to communicate with the PWSB and regulatory agencies. In addition to monitoring information required for regulatory purposes, this section shall identify the monitoring information and form that it will be presented to the PWSB to confirm the Proposer's operation of the Facility to the standards established in this Agreement. The section shall also describe testing to be performed at the Facility laboratory, regulatory compliance testing, and a protocol for delivering samples to the PWSB for its own testing program, as appropriate.

G. *Licenses, Permits, and Approvals*

The Proposal shall identify all licenses, permits, approvals, or other authorizations needed to perform the services outlined in this RFP and the Agreement Term Sheet. The Proposal shall describe the approach for obtaining and/or renewing such licenses, permits, approvals, and authorizations, as necessary. The Proposal shall indicate where coordination or assistance with

either the PWSB or others is required for obtaining such approvals. The Proposer shall be responsible for obtaining all necessary permits in a timely manner. All costs of permitting shall be covered by the Proposer and included in the Project Cost Summary.

H. *Repair and Replacement Expenditures*

The Proposer should lay out its repair and replacement plan for the first three years of the Agreement. This should include a specific listing of primary equipment to be replaced, the anticipated schedule and the projected costs. The PWSB will use this plan to assess the Proposer's thoroughness and understanding of the plant requirements. This information will also be used to potentially adjust the funding level of the Repair and Replacement Fund, proposed to be \$200,000 per year. As described in Appendix A, the PWSB, through the Repair and Replacement Fund, will pay for all single item replacements exceeding \$20,000 in costs, exclusive of normal labor. (The \$20,000 number will be adjusted annually using the service fee adjustment index.) Repairs and replacements costing less than \$20,000 should be included in the annual fixed fee.

4.1.4 Business/Financial Proposal

This section must present the business and financial aspects of the Proposal. The Proposer shall submit sufficient information so that the PWSB can evaluate the Proposer's ability to satisfy the conditions of the Agreement. Specifically, this section of the Proposal shall include, but not be limited to the following:

A. *Service Fee*

Within this section, Proposer shall describe the basis for calculating the Service Fee that shall include all payments to the Company for the operation, maintenance and management of the Facility (including all repairs and replacements less than \$20,000) but excluding electricity and media replacement costs. Repair and Replacements with a cost exceeding \$20,000 will be paid by the PWSB through the Repair and Replacement Fund. The PWSB will reimburse the selected Proposer up to the kilowatt hour budget put forth by the Proposer in their proposal. The PWSB will also reimburse the Company for approved media replacements. To be approved, the

Company must submit documentation demonstrating the degree of degradation and the need for replacement.

The PWSB is currently working on an intermunicipal agreement with a near-by community to sell water on a going forward basis. Therefore, the PWSB will request the fixed price to be provided for two demand levels:

Base Production Level with an annual average of 7.85 mgd

Enhanced Production Level with an annual average of 9.0 mgd

The Service Fee will also include an adjustment if annual water production is greater than 9.1 mgd or less than 6.7 mgd for the Base sales alternative and greater and 10.4 mgd or less than 7.7 for the Enhanced sales levels. Proposers should provide the unit rate for volumes outside the contact set range for both sales levels.

The Service Fee will also be adjusted for inflation based on the multi-component index set forth in Proposal Form 4. Proposers must identify the percentage of that index that they propose to have the Service Fee adjusted. In no case will a percentage greater than 100 percent be accepted.

B. Bond Requirements

Proposers shall provide a bid bond of \$250,000 as part of their Proposal submittal. The Proposer must demonstrate its ability to obtain a performance bond in the form specified by the PWSB in the amount of One Hundred fifty Percent (150%) of the annual Service Fee, including pass through costs. Under the terms and conditions for in the Agreement, the Company will be required to renew and maintain the performance bond through the duration of the Agreement.

Proposers must demonstrate the ability to provide bonds of the indicated dollar amounts as part of their Proposal. The requested bid bond must be provided as part of the Proposal submittal package.

4.1.5 Proposal Forms

To be deemed responsive to this RFP, Proposers must provide the requested information and complete in detail all Proposal Forms provided in Section 7.0 of this RFP. All Proposal Forms shall be included in this section of the Proposal.

4.1.6 Supplemental Information

Proposers shall submit in this section of their Proposal, supplemental information on their experience and qualifications to perform the proposed services. Such information shall also address financial and project staffing information.

4.2 SUBMISSION REQUIREMENTS

4.2.1 Proposal Deadline and Submittal Format

All Proposals, including all attachments and the proposal submission fee, must be received in a sealed package no later than 2:00 p.m. ET on Thursday, June 13, 2024, and must be addressed to:

Peter Wingate
Purchasing Director
City of Pawtucket
137 Roosevelt Avenue
Pawtucket, RI 02860

The Proposal must be signed and acknowledged by the Proposer in accordance with the instructions herein. The Proposal shall be submitted in sealed, opaque envelopes or packages. Each envelope or package shall be clearly marked "Proposal for Operation, Maintenance, and Management Services RFP # 24-025". Each Proposal envelope or package shall show the Proposer's name and address on the outside.

Proposers are fully responsible for the timely delivery of the Proposals. Any Proposal received after the time and date specified will be rejected by the PWSB and returned to the Proposer unopened. Proposals may be withdrawn by the Proposer prior to, but not after, the Proposal submission date.

4.2.2 Number of Copies

One (1) original and ten (10) copies of each Proposal must be submitted prior to or on the Proposal Submission Date. Proposers should also include in the submittal a USB drive or comparable device with the complete proposal in PDF or comparable format. All Proposals must be complete with all requested information, data, and attachments. The PWSB reserves the right to request/require additional copies of the Proposal.

4.2.3 Signing of Proposals and Authorization to Negotiate and Statement of Non-Collusion

All Proposals to the PWSB must be signed by a duly authorized individual. Proof of the fact that whoever is signing is authorized to do so must be included with the Proposal. Unsigned Proposals will be rejected. The Proposer must also identify the persons authorized to negotiate on its behalf. The Proposal shall be accompanied by a Statement of Non-Collusion executed by the Proposer's duly authorized representative certifying that the Proposer, its agents, employees and representatives have not engaged in any collusive activity in preparing or submitting its Proposal.

4.3 EVALUATION AND AWARD OF CONTRACT

In the evaluation of the Proposals, the PWSB will consider the information submitted in response to this RFP. The contract will be awarded based on evaluating the Proposals and the demonstration of successful experience in providing quality contract operations, maintenance and management services in accordance with the terms of the Agreement. While costs are not the only factor, costs will be a major consideration in the evaluation process.

The contract will be awarded to the Proposer whose Proposal is responsive to this RFP, contains the lowest evaluated bid price based on the objective measurable criteria detailed in this RFP, and is deemed most favorable to the PWSB, in accordance with the requirements and procedures detailed in Article 4 of the Pawtucket Charter and R.I. Gen. Laws § 45-55. In making this determination, the PWSB shall take into consideration factors beyond price in determining the selection of the best or superior Proposal. Such award shall be subject to the approval of the PWSB and the City of Pawtucket.

5.0 PROPOSAL EVALUATION CRITERIA

The PWSB will use a two-step proposal evaluation proposal. In the first step proposers must demonstrate their compliance with the minimum criteria described in Section 5.1. The second will involve an assessment based on the comparative criteria set forth in Section 5.2. The proposal evaluation and selection shall be made to the Proposer whose Proposal is responsive to this RFP, contains the lowest evaluated bid price based on the objective measurable criteria detailed in this RFP, and is deemed most favorable to the PWSB. Proposals will be evaluated based on the Proposer's ability to meet the performance requirements of this RFP and the Agreement, including all Schedules and exhibits.

5.1 Minimum Criteria

The minimum criteria are as follows. These criteria are “pass/fail. If a Proposer fails to demonstrate compliance with the requirement, then the Proposer will no longer be considered.

- The Proposer must certify its compliance and that of the proposed Guarantor described in Section 5.2.3 below (if applicable), with certain business history requirements including disbarment, bankruptcy and, tax compliance. (Proposal Form 1)
- The Proposer must demonstrate that no officer of the companies comprising the Proposer, or any affiliates of the companies comprising the Proposer, or the proposed Guarantor (if applicable) has been convicted of fraud by the federal government or by any government entity in Rhode Island or any other state. (Proposal Form 1)
- The Proposer must demonstrate that the companies comprising the Proposer, or any affiliates of the companies comprising the Proposer, or the proposed Guarantor (if applicable) have never filed for bankruptcy. (Proposal Form 1)
- The Proposer must demonstrate that neither it nor the proposed Guarantor (if applicable) has any outstanding State or local tax liabilities. (Proposal Form 1)
- The Proposer and/or its key staff proposed for PWSB must have prior experience in successfully operating and maintaining a minimum of at least two conventional water treatment plants treating at least 5 mgd from a surface water supply subject to seasonal variations. Acceptable experience is limited to plants that have been operated for at least three consecutive years. (Proposal Form 2)
- The Proposer or its key staff must have experience operating and maintaining multiple water pump stations and with at least one pump station with a capacity of at least 3 MGD within the last three years. (Proposal Form 2)
- The Proposer's key staff and any of its on-site management employees shall be duly licensed, registered, and fully qualified to perform services within the State of Rhode

Island. The Proposer must provide evidence that its project manager, plant manager and laboratory manager have required State of Rhode Island licenses or certification from a state where Rhode Island grants reciprocity of certifications or licenses. (Proposal Form 2)

- The Proposer must submit the required bid bond with its proposal, demonstrate its ability to provide the required performance bond and comply with the insurance requirements set forth in Appendix E.

5.2 Comparative Criteria

Evaluation criteria that will be used in the evaluation of Proposals include, but are not limited to the following.

- Technical
 - Implementability, Reliability and Viability
 - Experience
 - Staffing
- Environmental
 - Compliance with all existing regulations and Applicable Law requirements
 - Long-Term Environmental Compliance
- Financial and Legal
 - Cost Effectiveness Financial Qualifications
 - Legal Standing

The PWSB and its authorized agents will evaluate Proposals using the criteria identified within this section. The decision to proceed shall remain at the sole discretion of the PWSB. The evaluation criteria include without limitation the following:

5.2.1 Technical

This criterion includes a technical assessment of the Proposer's approach for Facility operation, maintenance, and management. This assessment will consider the implementability, reliability and viability of the Proposal, the Proposer's experience and the proposed staffing plan. This criterion will include the Proposers depth of resources in the region that could supplement Proposer's resources assigned to the Pawtucket facilities.

Implementability, Reliability and Viability: These criteria address the Proposer's ability to successfully implement (in a timely fashion) the operation, maintenance, and management services in accordance with this RFP, and Agreement requirements.

Detailed items that will be evaluated include a technical assessment of the Proposer's specific information, including without limitation such factors as:

- (a) Ability of Proposer to efficiently and effectively meet the performance requirements outlined in the Schedules and the Agreement.
- (b) The Proposer's approach to operating, maintaining, and managing the Facility, including frequency and completeness of maintenance activities.
- (c) Reasonableness of the Proposer's O&M Plan for the Facility.
- (d) Proposer's approach to responding to customer service requests and emergency situations.
- (e) Coordination of the Facility operations with other PWSB functions and contracted services associated with the Facility. Such coordination shall include the interfacing of finished water production with the delivery needs and demands of the PWSB distribution system.
- (f) Flexibility of proposed services to handle the variations in raw water quality and production demands of the PWSB.
- (g) Measures for energy and chemical management throughout the Facility.
- (h) Proposer's approach for utilization of raw water from the well field source and integration of this raw water source into the treatment processes and finished water production.
- (i) Resources in the region available to supplement Pawtucket if events warrant.

Experience: Under this criterion, Proposers will be evaluated based upon their experience and qualifications in providing the proposed services for other water treatment facilities. The evaluation includes an assessment of the number of similar projects operated, maintained, and managed by the Proposer; and demonstrated experience incorporating existing personnel into the Proposer's operations and assigning key personnel. Proposers should provide a description of all current contracts providing similar services with systems of comparable size and complexity.

The Proposer's experience will be assessed based on information submitted in response to this RFP and may be supplemented by reference checks and client site visits as solely determined by the PWSB. Proposers must submit a list of all contracts that have been active in the last ten years, with current and valid contact person and contact information (telephone and email address). Failure to provide this information may result in the proposer no longer being considered.

For a minimum of five projects but no more than ten identified in the full list, the Proposer shall provide a brief description of these selected projects including the history of operation, current status, and a description of the Proposer's specific involvement in these projects. These projects should be located in the United States. For each of the project identified, provide the following information:

1. Applicability and relevancy of referenced project to the Pawtucket project.
2. Description of systems and processes including size and capacity.
3. Revenue and expenses budget.
4. History of operations, including start-up date and years of services.
5. Key project contact of Proposer for the given project.
6. Key project contact of Client.
7. Key personnel involved; if joint venture or partnership, indicate participating firms.

Staffing: This criterion includes an evaluation of the Proposer's proposed management staff, staffing approach and overall staffing plan. The PWSB staff is unionized, Proposers should describe their experience and approach to transitioning a union labor force from an existing contractor. Proposers should include resumes and bios for key staff including the Project Manager, Chief Operator, Maintenance Manager and Laboratory Manager. This shall include a description of how the proposer will comply with all state staffing and licensure requirements. Items that will be considered include, but are not limited to, the following:

- (a) Proposer's approach to personnel management and technical resources demonstrated.
- (b) Proposed key staff's experience with similar water projects, including education and employment history.
- (c) Proposed full-time, on-site plant manager's experience and qualifications operating similar water treatment plants, including education and employment history.
- (d) Other such items or issues as may be identified by the PWSB in impact bargaining with the unions representing affected PWSB employees.

5.2.2 Environmental

This criterion addresses the PWSB's environmental concerns, including, but not limited to, the Proposer's approach for achieving compliance with RIDOH and RIDEM regulatory requirements, Applicable Law, long-term environmental protection, approach to protecting natural resources, and approach to avoiding and mitigating any potential future environmental impacts. The Proposer's understanding of the regulatory review and permitting processes of all agencies having jurisdiction will also be assessed under this criterion. The Proposer's approval will be additionally evaluated on the following factors:

- (a) The Proposer's approach for minimizing noise and related nuisance items associated with facility operations. The Proposer's approach for being a "good neighbor" shall be considered in the evaluation.
- (b) The Proposer's approach for achieving finished water production (quantity and quality) for integration with the requirements and demands of the PWSB's distribution system and end use customers.
- (c) Measures or features that encourage/enhance long-term efficient use of resources and optimize the use of chemicals and utilities during water processing and treatment.
- (d) Environmental leadership positions, awards, peer reviews, or other recognition, etc., in the industry.

5.2.3 Financial

This criterion includes a financial assessment of the Proposer's cost of services and financial qualifications to perform the Services. This assessment will consider two aspects of such qualifications: (i) cost effectiveness, and (ii) financial qualifications.

Cost Effectiveness: Under this criterion, the Proposal will be evaluated based on the Service Fee, Pass-Through Costs, termination payments, and any other costs associated with operating and maintaining the Facility in accordance with the terms and provisions of the Agreement. The cost effectiveness evaluation will consist of a life cycle cost analysis based upon the proposed financial approach. The PWSB, at its sole discretion, reserves the right to make certain adjustments to Proposer costs to reflect differences in costs to the PWSB.

The Proposals will be evaluated on the basis of net present value of life-cycle costs utilizing the following assumptions.

- a. Commencement of Operations on September 23, 2024 and total contact term of ten years.
- b. Annual change in the operating costs of three (3.0) percent.
- c. Annual change in electricity costs of 3.5 percent.
- d. Discount rate of five (5.0) percent.

Proposers should provide their lowest pricing in their initial Proposal. Proposers should not assume that the PWSB will request changes to Proposals or call for best and final proposals. The PWSB may perform numerous sensitivity cases that will include changes in economic assumptions, variations in raw water quality, variations in flows and finished water quantity, and other combinations to completely evaluate the proposed cost elements.

Financial Qualifications: This criterion includes an evaluation of the financial qualifications of the Proposer including, but not limited to, the Proposer's ability to provide performance and payment bonds, and other guarantees in accordance with this RFP and the Agreement. Given the possible long-term nature of this contract and the responsibility of the Company to provide for the maintenance, repair, and replacement of Equipment, and the responsibility of the Company to plan and implement a Capital Improvement program, the PWSB will evaluate each Proposer's net worth, levels of capitalization, and historic profitability. This evaluation will take into account the financial strength of the Proposer, and its ability to meet the requirements of the Agreement. Proposers should submit the most recent audited financial statements for the Proposer. Proposers must provide evidence of its ability to obtain the necessary performance bond, provided by a financial institution whose long-term senior debt is or would be rated investment grade by Moody's Investors Service or Standard & Poor's Rating Services.

Proposers may identify a Guarantor to irrevocably, absolutely and unconditionally guarantee all of the Proposer's obligations under the Agreement. The Guarantor may be a parent or substantially capitalized affiliate company of the Company, and shall demonstrate sufficient financial capability to assure the PWSB that it is capable of performing its obligations under a separate Guaranty Agreement. In the event the Proposer proposes a company that it believes is substantially capitalized to undertake all of its obligations under the Agreement, and due to such belief does not intend to provide a separate Guarantor, the Proposer shall clearly indicate such

fact, and provide supporting financial information as described above for the PWSB's review, in its Proposal and in Proposal Form 1.

Only financial information submitted by a Proposer that pertains to an entity that would have a contractual relationship with the PWSB (either through the Agreement or through a Guaranty Agreement) will be considered.

Legal Standing: This criterion includes an assessment of information provided by the Proposer regarding material lawsuits or litigation on other projects, significant permit violations/exceedances in other projects, and material contract disputes involving the Proposer or any proposed Guarantor.

6.0 DISCUSSION OF PROPOSAL FORMS

6.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested in this RFP and complete in detail all Proposal Forms. The Proposal Forms must be signed by the appropriate individual(s) of the Proposer authorized to commit to the proposed Services. All Proposal Forms are to be submitted in Section 4 of the Proposal, as identified within Section 4.0 of this RFP.

The information contained in the Proposal Forms, including pricing, shall remain in effect for six months after the Proposal submission date. During such time, and presumably well before the expiration of the six-month period, the PWSB anticipates the Agreement would be executed. The required Proposal Forms are described below.

Proposal Form 1	Minimum Qualifications: Company Information and Certifications
Proposal Form 2:	Minimum Qualifications: Project Experience and Staff Qualifications
Proposal Form 3:	Minimum Qualifications: Insurance and Performance Bond
Proposal Form 4:	Service Fee – Base Production Proposal
Proposal Form 5:	Service Fee – Enhanced Production Proposal
Proposal Form 6:	Pass Through Costs – Base Production Proposal
Proposal Form 7:	Pass Through Costs – Enhanced Production Proposal
Proposal Form 8:	Termination for Convenience Payments – Base Production Proposal
Proposal Form 9:	Termination for Convenience Payments – Enhanced Production Proposal
Proposal Form 10:	Changes in Raw Water Quality
Proposal Form 11:	Proposed Changes to Terms and Conditions of the Service Agreement Term Sheet

6.2 OVERVIEW OF PROPOSAL FORMS

Proposers are required to complete two sets of forms: Minimum Criteria Compliance and Other. Proposal Forms 1 through 3 are to demonstrate compliance with the minimum criteria and

compliance with the requirements set forth. The remaining forms address comparative criteria and other elements of the RFP.

6.2.1 Proposal Form 1: Company Information and Certifications (Minimum Qualifications)

All proposers should sign and complete Proposal Form 1 certifying their compliance and acceptance of the various items set forth in Proposal Form 1. The failure to fully complete Proposal Form 1 will result in the review of their proposal being terminated and the proposal being returned. Proposals by corporations shall be executed in the corporate name by the president or a vice president authorized to sign, the corporate seal shall be affixed and the authorized officer's signature attested to by the secretary or an assistant secretary. The corporate address shall be shown below the signature. Proposals by partnerships shall include the names of all parties, the official business address of the partnership, and the state of organization shall be shown below the signature. Proposals by a joint venture shall be similarly executed by all joint venture partners.

All names shall be typed or printed below the signature(s). Proposal Form 1 shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Proposal Form).

6.2.2 Proposal Form 2: Project Experience and Staff Qualifications (Minimum Qualifications)

Proposers must set forth in Proposal Form 2 their compliance with the minimum experience requirements described in Section 5.1. This includes both experience with water treatment plants similar to the PWSB plant as well as demonstrating that key staff has the required licensure.

6.2.3 Proposal Form 3: Performance Bond and Insurance Requirements Compliance (Minimum Qualifications)

In Proposal Form 3, Proposers must demonstrate their compliance with the performance bond and Insurance requirements described in Section 5.1.

6.2.4 Proposal Form 4: Proposed Service Fee Base Production Proposal

The Proposer shall complete Proposal Form 4 by providing the proposed annual Service Fee assuming the base production level of 7.85 mgd annual average. The Service Fee shall cover all costs for operations, maintenance, and management as set forth in the Agreement Term Sheet and Schedules. Proposal Form 4 should exclude the single item repair and replacement costs above \$20,000, electric costs and plant media replacement costs. The total service fee costs in Proposal Form 4 should include single item repair and replacement costs of less than \$20,000. (Subject to the conditions and requirements set forth in this RFP).

Proposal Form 4 also includes the Proposer's annual adjustment to the Service Fee Inflation adjustment (which shall be in the range of 0 to 100 percent).

6.2.5 Proposal Form 5: Proposed Service Fee Enhanced Production Proposal

The Proposer shall complete Proposal Form 5 by providing the proposed annual Service Fee assuming the enhanced production level of 9.0 mgd annual average. The Service Fee shall cover all costs for operations, maintenance, and management as set forth in the Agreement Term Sheet and Schedules. Proposal Form 5 should exclude the Repair and replacement costs above \$20,000 for a single item, electric costs and plant media replacement costs. The Total service fee costs in Proposal Form 5 should include all repair and replacement costs of less than \$20,000 for a single item. (Subject to the conditions and requirements set forth in this RFP).

Proposal Form 4 also includes the Proposer's annual adjustment to the Service Fee Inflation adjustment (which shall be in the range of 0 to 100 percent).

6.2.6 Proposal Form 6: Pass Through Costs--Base Production Proposal

The Proposer should complete Proposal Form 6 for allowed pass through costs. The PWSB will reimburse the Contractor for electric consumption costs up to the kilowatt hour budget set in Proposal Form 7 for average annual water production equal to 7.85 mgd or an annual total of 2,865 million gallons. Electrical consumption exceeding the kWh budget set forth will be the financial responsibility of the Contractor.

The PWSB will also reimburse the Contractor for carbon media replacement based on the demonstrated need for such replacement. In the proposal form, the Proposer should provide an estimate of anticipated replacement requirements.

6.2.7 Proposal Form 7: Pass Through Costs—Enhanced Production Proposal

The Proposer should complete Proposal Form 7 for allowed pass through costs. The PWSB will reimburse the Contractor for electric consumption costs up to the kilowatt hour budget set in Proposal Form 7 for average annual water production equal to 9 mgd or an annual total of 3,285 million gallons. Electrical consumption exceeding the kWh budget set forth will be the financial responsibility of the Contractor.

The PWSB will also reimburse the Contractor for carbon media replacement based on the demonstrated need for such replacement. In the proposal form, the Proposer should provide an estimate of anticipated replacement requirements.

6.2.8 Proposal Form 8: Termination for Convenience Payments Base Production

The Proposer shall complete Proposal Form 8 to indicate the termination payments for the contract period. Such payments shall reflect **all termination costs** the contractors wishes to receive if the PWSB elects to exercise the termination for convenience clause assuming production is 7.85 mgd annual average. The Contractor will not be entitled to any additional compensation in this event. This figure will enter into the PWSB's evaluation of proposals across proposers.

6.2.9 Proposal Form 9: Termination for Convenience Payments Enhanced Production

The Proposer shall complete Proposal Form 9 to indicate the termination payments for the contract period. Such payments shall reflect **all termination costs** the contractors wishes to receive if the PWSB elects to exercise the termination for convenience clause assuming production is 9.0 mgd annual average. The Contractor will not be entitled to any additional compensation in this event. This figure will enter into the PWSB's evaluation of proposals across proposers.

6.2.10 Proposal Form 10: Changes in Raw Water Quality and Finished Quantity Requirements

The Proposer shall provide facilities and baseline cost and service fee information consistent with the raw water quality parameters specified in Schedule 2 and finished water quality and quantities specified in Schedule 1 (consistent with the Proposer's review of the raw water quality information provided by the PWSB), so that finished water shall meet Applicable Law requirements, as specified in Schedule 1.

The Proposer shall use Proposal Form 10 to specify adjustments to the baseline costs and service fee that shall be requested for changes (+ or -) in quantity of finished water delivered and changes in raw water quality parameters when such changes are long term and occur outside of a (+/-) 15% variance from the baseline parameters specified for finished water quantity and raw water quality. For purposes of this requirement, long term shall be defined as a "twelve month moving average".

6.2.11 Proposal Form 11: Suggested Changes to Terms and Conditions of the Service Agreement Term Sheet

The Proposer must submit Proposal Form 11 – Suggested Changes to Terms and Conditions of the Service Agreement Term Sheet for any changes it may seek to propose to the terms and conditions set forth in this RFP, Term Sheet and Draft Service Agreement. The PWSB may elect to discontinue negotiations with any Proposer that raises changes to terms and conditions not set forth in Proposal Form 10. Suggested changes may include risk reallocation and the associated cost savings to the PWSB or enhancements and the associated costs and benefits to PWSB. Proposers submitting suggested changes shall provide: 1) an identification of the section(s) to be changed; 2) specific language to be included for the suggested change; 3) a narrative description of the rationale behind the request for the change; and 4) any price adjustments and the anticipated benefits that would result if the PWSB agreed to the change. Proposers may group cost savings associated with risk reallocation together but must break out "bundled" savings. Any modifications must be identified separately, and the additional costs or savings must be identified separately.

The Proposers must submit their most competitive Proposal based on the terms and conditions in this RFP and should not assume the acceptance of any changes set forth in Proposal Form 10. Proposers submitting alternate Proposals or modifications or variations of the requirements identified within this RFP will be subject to rejection by the PWSB as non-responsive. The PWSB, at its sole discretion, will choose to incorporate or reject proposed modifications.

7.0 PROPOSAL FORMS

The required proposal forms follow. Proposers should complete all forms as required and include in their proposal.

PROPOSAL FORM 1
(MINIMUM QUALIFICATIONS)
COMPANY INFORMATION AND CERTIFICATIONS

STATE OF _____)

COUNTY OF _____)

I, _____ of the City of _____, in the County of _____ and State of _____, of full age, being duly sworn on oath depose and say that:

I am _____ of the firm _____ of, the Proposer making the Proposal for Operation, Maintenance, and Management Services ("Services"), and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Pawtucket Water Supply Board ("PWSB") of the City of Pawtucket, Rhode Island relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Agreement for the said Services.

The Proposer understands this RFP and Agreement Term Sheet, and has based the Proposal on the risk allocation contained in this RFP and Agreement Term Sheet. The Proposer accepts all the terms and conditions contained in the Agreement Term Sheet and will sign the Agreement upon selection by the PWSB.

I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.

I further certify:

- a. that neither the Proposer nor the proposed Guarantor (if applicable) nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity;
- b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;

- c. that the Proposer Company (Organization), any affiliate of the Proposer Company (organization), or the proposed Guarantor (if applicable) has ever filed for bankruptcy;
- d. that the Proposer Company (Organization), any affiliate of the Proposer Company, and the proposed Guarantor (if applicable) are fully compliant with all State of Rhode Island and Pawtucket tax obligations; and
- e. that the information supplied by the Proposer in this Proposal is current, truthful and complete.

Having carefully examined the project documents comprising this RFP and all other documents bound therewith, together with all Addenda thereto, all information made available at the PWSB, and being familiar with the work and the various conditions affecting the work, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper or incidental to the contract operations as required by and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the PWSB and mailed to the undersigned prior to the date for the operating proposals, whether received by the undersigned or not, for the Service Fee stated in the Proposal as elected to be implemented by the PWSB and at the PWSB 's sole discretion.

I acknowledge receipt of addenda:

No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

 (Signature of Proposer)

Note: If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and such officer's signature attested to by the clerk or secretary. A certificate of the clerk of the corporation evidencing the officer's authority to execute the Proposal shall be attached.

If this Proposal is being submitted by a joint venture, it shall be executed by all joint venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

(Notary Public)

State of _____ County of _____

On this _____ day of _____, 2024, before me appeared, personally known to me to be the person described in and who executed this Non-Collusion Affidavit and Pricing Commitment and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

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

(seal)

Notary Public in and for the state of _____

(Name printed)

Residing at _____

My commission expires _____

PROPOSAL FORM 2
(Minimum Qualifications)
PROJECT EXPERIENCE and STAFF QUALIFICATIONS

Proposers must demonstrate their compliance with the minimum project experience set forth in the RFP. Proposer shall summarize the reference Projects with the information requested below. Proposers are responsible for providing current references and contact information (telephone and email address) for each referenced project. If reference information is not accurate, the PWSB will not consider the project a valid project for these purposes.

A. Water Treatment Plant

Proposer is to provide information for at least two projects where the firm and/or its key staff have successfully operated and maintained at least two conventional water treatment plants treating at least 5 mgd from a surface water supply subject to seasonal variations. To be acceptable each plant must have been successfully operated for at least three consecutive years.

Project Name	Years Operated	Yearly Operating Budget	Project Reference
1)			
2)			

B. Water Pumping Stations

The Proposer or its key staff must have experience operating and maintaining multiple water pump stations and with at least one pump station with a capacity of at least 3 MGD within the last three years.

Project Name	Pump Station Number and Size	Project Reference
---------------------	-------------------------------------	--------------------------

1)

2)

The Proposer's key staff and any of its on-site management employees shall be duly licensed, registered, and fully qualified to perform services within the State of Rhode Island. The Proposer must provide evidence that its project manager, plant manager and laboratory manager have required State of Rhode Island licenses or certification from a state where Rhode Island grants reciprocity of certifications or licenses.

Name	Organization	Project Role	Education/ Certification	Yrs. Exp.
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PROPOSAL FORM 3
MINIMUM QUALIFICATIONS
PERFORMANCE BOND AND INSURANCE
REQUIREMENTS COMPLIANCE

A) Liability Insurance

Attach to this Form 3 a written demonstration of the ability of the to obtain liability and property damage insurance for dollar amounts as specified in "APPENDIX E – Insurance Requirements" of this RFP.

B) Performance Bond

Attach to this Form 3 a written demonstration of the ability of the Proposer to obtain the required performance bond. Written confirmation should be on the letterhead of a financial institution that complies with the requirements set forth in this RFP that it is able and willing to provide the required performance bonds.

PROPOSAL FORM 4

SERVICE FEE—BASE PRODUCTION LEVEL PROPOSAL

Proposal Form 4 should be completed assuming average daily demand of 7.85 mgd.

Service Fee Components		
Service Fee Component	Annual Amount	
Routine Maintenance ⁽¹⁾	\$	
Chemical Usage	\$	
Utilities Costs (excluding electrical) ⁽²⁾	\$	
Administrative (Management, etc.)	\$	
Other (specify)	\$	
Total Service Fee ^{(1) (2)}	\$	
Annual Escalation Percent of Established Index	\$	%

Notes:

- (1) Includes all maintenance, repairs, and replacements for items costing less than \$20,000. Repairs and replacements that cost more than \$20,000 dollars will be funded from the repair and replacement fund, identified by the Company and included through the Repair and Replacement Fund.
- (2) Electrical costs will be treated as a pass through up to the limits of the kilowatt hour budget set forth in Proposal Form 6.

In accordance with the Term Sheet, at the start of each Contract Year , the Water Fixed Service Fee will be adjusted using a weighted index to reflect the increase in the component indices for the previous 12 months starting January 1 of the immediately preceding calendar year to the following December 31. The Service Fee will be adjusted annually based on a weighted index consisting of the following:

1. Labor Component - BLS Series CIU2010000000510A (ECI - All Union workers)—55 percent.
2. Chemicals Component - BLS Series WPU06790961 (PPI – Chemicals and allied products- Water treating compounds)—20 percent.
3. All Other Component - BLS Series WPUFD4131 (PPI - Final demand – Finished goods less foods and energy)—25 percent.

The R&R Allowance, variable fees and related unit costs shall be adjusted using the BLS Series WPUFD4131 (PPI - Final demand – Finished goods less foods and energy).

PROPOSAL FORM 5

SERVICE FEE—ENHANCED PRODUCTION PROPOSAL

Proposal Form 5 should be completed assuming average daily demand of 9.0 mgd.

Service Fee Components		
Service Fee Component	Annual Amount	
Routine Maintenance ⁽¹⁾	\$	
Chemical Usage	\$	
Utilities Costs (excluding electrical) ⁽²⁾	\$	
Administrative (Management, etc.)	\$	
Other (specify)	\$	
Total Service Fee ^{(1) (2)}	\$	
Annual Escalation Percent of Established Index	\$	%

Notes:

- (1) Includes all maintenance, repairs, and replacements for items costing less than \$20,000. Repairs and replacements that cost more than \$20,000 dollars will be funded from the repair and replacement fund, identified by the Company and included through the Repair and Replacement Fund.
- (2) Electrical costs will be treated as a pass through up to the limits of the kilowatt hour budget set forth in Proposal Form 7.

In accordance with the Term Sheet, at the start of each Contract Year, the Water Fixed Service Fee will be adjusted using a weighted index to reflect the increase in the component indices for the previous 12 months starting January 1 of the immediately preceding calendar year to the following December 31. The Service Fee will be adjusted annually based on a weighted index consisting of the following:

1. Labor Component - BLS Series CIU201000000510A (ECI - All Union workers)—55 percent.
2. Chemicals Component - BLS Series WPU06790961 (PPI – Chemicals and allied products- Water treating compounds)—20 percent.
3. All Other Component - BLS Series WPUFD4131 (PPI - Final demand – Finished goods less foods and energy)—25 percent.

The R&R Allowance, variable fees and related unit costs shall be adjusted using the BLS Series WPUFD4131 (PPI - Final demand – Finished goods less foods and energy).

PROPOSAL FORM 6

PASS THROUGH COSTS—BASE PRODUCTION PROPOSAL

SUMMARY OF PASS THROUGH COSTS—7.85 MGD AVERAGE ANNUAL	
Item	Annual Cost ⁽¹⁾
Electrical Cost Maximum Usage and Unit Cost _____ kWh/MGD _____ kWh/year	
Carbon Filter Replacement \$	

Notes:

(1) Cost are annual in year end 2024 dollars.

PROPOSAL FORM 7 PASS THROUGH COSTS—ENHANCED PRODUCTION PROPOSAL

SUMMARY OF PASS THROUGH COSTS—9.0 mgd average annual	
Item	Annual Cost⁽¹⁾
Electrical Cost Maximum Usage and Unit Cost _____ kWh/MGD _____ kWh/year	
Carbon Filter Replacement \$	

Notes:
 (1) Cost are annual in year end 2024 dollars.

PROPOSAL FORM 8

TERMINATION FOR CONVENIENCE PAYMENTS BASE PRODUCTION LEVEL

The Proposer shall indicate below Termination for Convenience payments for the term of the Agreement under the Base Production Level of 7.85 mgd annual average. PWSB agrees not to exercise Termination for Convenience for the first three years of the agreement. The Proposer shall refer to Section 5 of the Agreement Term Sheet for additional termination provisions.

TERMINATION PAYMENTS	
Termination Cost Category	
Contract Year 4	\$
Contract Year 5	\$
Contract Year 6	\$
Contract Year 7	\$
Contract Year 8	\$
Contract Year 9	\$
Contract Year 10	\$

Notes:

PROPOSAL FORM 9

TERMINATION FOR CONVENIENCE PAYMENTS ENHANCED PRODUCTION LEVEL

The Proposer shall indicate below Termination for Convenience payments for the term of the Agreement for the Enhanced Production level of 9.0 mgd average annual. PWSB agrees not to exercise Termination for Convenience for the first three years of the agreement. The Proposer shall refer to Section 5 of the Agreement Term Sheet for additional termination provisions.

TERMINATION PAYMENTS	
Termination Cost Category	
Contract Year 4	\$
Contract Year 5	\$
Contract Year 6	\$
Contract Year 7	\$
Contract Year 8	\$
Contract Year 9	\$
Contract Year 10	\$

Notes:

PROPOSAL FORM 10 CHANGES IN RAW WATER QUALITY

QUANTITY REQUIREMENT

The PWSB has requested that Proposal prices be established based upon the historical annual averages of raw water quality and finished water demands as measured at the raw water intake to the treatment plant and finished water production requirements. Consistent with these requirements, the PWSB is requesting cost information on how annual fees and costs will be adjusted if the range is significantly different during the term of the Agreement. The methodologies specified should be per unit increase or decrease (MGD, lbs./day, or mg/L, as appropriate) and the adjustment methodology and dollar impact per unit change. PWSB will adjust the unit rates over time using the inflation adjustment index. Changes shall be based on twelve (12) month, moving averages for the referenced quantity or parameter.

Describe below how the service fee will be adjusted if the raw water quality of one or more of the following increases or decreases beyond the specified range. Such specified range is provided in Schedule 2. This fee adjustment shall include all pass through costs, including chemical usage, labor, utilities, and residuals disposal. Please provide a formula to demonstrate the applicability of the approach. Attach additional pages as necessary.

RAW WATER QUALITY PARAMETERS

Raw Water Quality Parameters are listed on Schedule 1 to the Service Term Sheet.

TOTAL EFFECT⁽²⁾

Describe the net effect, or the total effect if all of the parameters of TOC, Color, Turbidity, and combined MIB and Geosmin change, as opposed to individual changes.

Notes:

- (1) It is the intent of the PWSB to utilize these adjustment methodologies as a "change in scope of service" and adjust baseline compensation should the annual average of water plant finished water quantity and/or raw water quality characteristic ranges vary significantly during the term of the agreement.
- (2) Except for pass through costs, permanent adjustments will be made based on the Service Fee, as appropriate, if the changes result in a permanent change.

Finished Water Quantity

Provide the change in the service fee if the annual demand varies from the 7.85 mgd (2,865 mg/contract year) by more than 15 percent—less than 2,435 mg or greater than 3,295 mg. This adjustment factor will be used by the PWSB for which ever volume proposal it elects to move forward with (Base or Enhanced Sales).

Adjustment amount _____/mg

Appendix A Service Agreement Term Sheet

APPENDIX A

SERVICE AGREEMENT TERM SHEET

1.0 DEFINITIONS

The definitions for the project are set forth in Appendix D of this RFP.

2.0 CONDITIONS PRECEDENT AND NOTICE TO PROCEED

The Company shall commence work on the Commencement Date. Prior to commencing operations, the Company shall:

- Obtain the required insurance and bonds
- Develop an emergency response plan
- Retain/hire the necessary staff (certified operators meeting RIDOH requirements) consistent with the requirements of the staffing plan
- Obtain all necessary governmental, regulatory, and union approvals required for commencement of operations
- Sign the Agreement and Guaranty Agreement, if applicable
- Deliver a legal opinion from counsel to the Company as to corporate status, no conflict, no material litigation, and the valid, binding, and enforceable nature of the Agreement and Guaranty Agreement, if applicable

3.0 WATER TREATMENT FACILITY OPERATIONS, MAINTENANCE, AND MANAGEMENT

3.1 Overall Responsibilities

3.1.1 Company Responsibilities

The Company will be responsible all operations and maintenance duties required to ensure efficient and effective operation of the Facility. These duties include, but are not limited to: a) day to day operations, monitoring and laboratory services; b) preparation of all RIDOH and

RIDEM reporting documents and supporting information for review and submittal by PWSB; c) performing scheduled maintenance to ensure the long-term efficient operation of Facility infrastructure; d) performing maintenance, repairs, and replacements as needed on infrastructure components; e) maintaining operations and maintenance records for all infrastructure components; and f) maintaining the inventory and inventory records for the consumable supplies needed for system operations and maintenance. The Company will also be responsible for operating and maintaining the Facility pursuant to the requirements in the Agreement and all applicable Schedules. The Company is responsible for responding to all customer water quality complaints, visits to customers premises to assess water quality complaints and sample collection and assessment.

The Company shall be responsible for completing testing and monitoring as set forth by the Rhode Island Department of Health. The RI DOH establishes a monitoring schedule annually and changes to the monitoring requires shall not constitute a change in law. Proposers can review the monitoring requirements at the RIDOH website. The PWSB water system number is 1592021.

<https://dwq.health.ri.gov/DWW/JSP/SearchDispatch>

The Company shall also have the responsibility for ground maintenance at the Facility site, solid waste removal and disposal, and snow plowing of access roads and parking areas when snow levels reach 2 or more inches.

The Company will also assist the PWSB with periodic RIPUC rate filings and related hearings by supporting the needs of the PWSB as the PWSB prepares for such meetings and hearings, if any.

3.1.2 PWSB Responsibilities

The PWSB shall be responsible for activities required to operate and maintain the raw water reservoirs, finished water distribution systems (excluding pump stations), perform meter reading and maintenance, perform all customer service and utility management functions, provide new water connections, and perform long term system and area-wide planning. The PWSB shall also be responsible for the Water Supply Systems Management Plan required by RIDOH and will

remain responsible for all RIPUC filings and approvals. RIDOH and RIDEM permits will continue to name PWSB as the Facility owner.

3.1.3 Equipment and Chemical Inventories

The Company's responsibilities with respect to Equipment and chemical inventories are summarized in Schedules 2 and 10.

3.2 SCADA System

The PWSB requires that the existing supervisory control and data acquisition (SCADA) system be utilized for the treatment Facility. The SCADA system shall also be used consistent with the Safety and Security Plan described in Schedule 3, Section 3.4, monitoring of an alarmed entry of all water treatment facilities to include a user ID entry required during non-regular hours and for any remote facilities. For the off-shifts, the Company shall ensure that a supervisor or other senior person is automatically informed if an alarm goes off. The Company will be responsible for ongoing integration of such SCADA system with Facility operations, including the associated staff training required. The Company will be responsible for modifying and/or reconfiguring the SCADA system to meet on-going requirements throughout the term of the Agreement.

Systems for "Read Only" access to the SCADA System shall be provided for three (3) PWSB staff at their office locations: 1) general manager/chief engineer; 2) assistant chief engineer; 3) source water manager.

3.3 Performance Standards and Regulatory and Reporting Requirements

The Company's responsibilities for performance, regulatory compliance, and reporting requirements are set forth in Schedules 1, 2, 3, and 9.

3.4 Emergency Plans and Safety Provisions

The Company's responsibilities for emergency plans and safety provisions are set forth in Schedule 3.

3.5 Personnel

The Company will be responsible for staffing the Facility consistent with RI regulations and the Company's staffing plan set forth in its proposal dated [Date to be inserted]. As noted, the PWSB is requiring that at least two staff be on site for all shifts. If the Company fails to maintain the staff at the level set forth in the Company's proposal as accepted by PWSB, the PWSB will reduce the monthly service fee by \$10,000 per month for all vacancies that extend beyond 60 calendar days.

3.6 Maintenance

The Company shall perform all maintenance as specified by the equipment manufacturer, consistent with industry standards and the standards provided in the Schedules. The Company will cause such maintenance to conform with equipment warranty provisions so that requirements for continued warranty coverages are maintained.

The Company shall perform all routine, preventative, predictive and ongoing maintenance of the Facility such that the facilities and structures are maintained at a level adequate for the efficient, long-term reliability and preservation of the capital investment, including maintaining the buildings and grounds in an aesthetically attractive and clean condition. The Company shall maintain all transport, delivery and meter systems at the Facility in a serviceable condition maximizing their life and functional purpose.

The Company shall be responsible for providing all maintenance of the machinery, equipment, systems, structures and improvements constituting the Facility during the Term of the Agreement in compliance with the operations and maintenance plan. The PWSB shall have the right to conduct inspections of the Facility at the PWSB's sole expense and risk at any time in order to assure that the Facility is being properly maintained in accordance with the Agreement.

The Company shall utilize a computerized maintenance management system which documents activities to be performed. The Company shall also maintain records of performance of maintenance items, and maintenance backlog (items, skills and hours) for the Facility. The Company shall implement a CMMS within 90 days of commencement. The Company shall

provide the PWSB staff identified in 3.1 with read only access. At the end of the contract, the Company shall provide the PWSB with the license and maintenance agreements for the CMMS software, as well as the fully populated data base and maintenance plan and history. If the Company elects to use a proprietary program, it must transfer the asset data base, maintenance history and work plans to an off-the-shelf CMMS that is then provided to PWSB. The failure to comply with this requirement will result in non-compliance assessment penalty of \$10,000.

The Company shall maintain the Facility and sites in good working order and repair in a neat and orderly condition. The Company shall provide or make provisions for all labor, materials, and equipment necessary for the normal operation and maintenance of the Facility, including the required predictive and preventive maintenance requirements of the operation and maintenance plan.

If the Company fails to perform the required predictive and preventive maintenance as specified herein, the PWSB will withhold that portion of the Service Fee for such activities.

Failure to perform and/or document preventative maintenance requirements and work properly performed for review by PWSB shall place the Company as financially responsible for any repair or replacement expenditure for the subject equipment or structure.

3.7 Repair and Replacement

The Company will be responsible for repairing and replacing equipment that fails. Repair and replacements with a cost of less than \$20,000 should be paid through the fixed fee payments made by the PWSB as part of the Service Fee. Repair and replacements with a cost exceeding \$20,000 will be paid by the Repair and Replacement Fund established herein. In determining the costs of any repair, the limit is based on a single asset or piece of equipment (e.g., a valve, a pump, a generator) and shall exclude the costs of labor that is generally on site.

The Repair and Replacement Fund will be initially established at \$200,000. The PWSB will include the pro rata amount in its monthly payments to the Company in amounts necessary to maintain the Repair and Replacement Fund at such \$200,000 level. The Company shall secure these payments and shall provide a plan annually on their anticipated use of the monies in the Fund. The Company shall obtain written approval from the PWSB designated contact prior to the

use of such monies. The PWSB may also direct certain repairs and replacement be undertaken. However, the Company is not required to undertake any such repairs or replacement if sufficient monies are not available.

The Company, on a monthly basis, shall submit to the PWSB a report on expenses that should be reimbursed out of the Repair and Replacement Fund and, at its option, may request the PWSB to pay such expenses directly from the Repair and Replacement Fund.

To the extent that the Company determines that it is necessary to make repair and replacement expenditures in excess of amounts in the Repair and Replacement Fund for any Agreement Year, the Company shall submit a written proposal to the PWSB, which proposal shall be approved by the PWSB and prior to the Company prior undertaking such repair or replacement.

The amount in the Repair and Replacement Fund at the end of a Agreement Year will roll over to the following year. However, the PWSB reserves the right to withdraw monies from the Repair and Replacement Fund at its sole discretion for any purpose deemed valid by the PWSB.

Within 90 days of the start of a new Agreement Year, the Company shall provide the PWSB with a plan for its anticipated use of the Repair and Replacement Fund in that Agreement Year.

4.0 FINANCIAL REQUIREMENTS

4.1 Service Fee

Commencing with the first Billing Period of the Agreement, and for each Billing Period thereafter during the Term of the Agreement, the PWSB shall pay the Company a Service Fee for the services provided by the Company.

The Service Fee shall be paid in twelve (12) equal increments during each month of a Contract Year as identified in Proposal Form 3. The Service Fee includes all compensation to the Company for managing, operating, and maintaining the Facility excluding Pass Through Costs as described herein. Except for additionally authorized work, including Repair and Replacement Fund expenditures, any adjustment for changes in raw water quality or production volumes as set forth in Proposal Form 7, and cost saving incentive payments, the Company shall not be entitled to any additional compensation.

4.2 Pass Through Costs

Schedule 13 lists the Pass-Through Costs. Such costs shall be actual costs paid to third parties without additional mark-up by the Company. Electricity Pass Through Costs shall be reimbursed up to the kilowatt hour budget set forth in Schedule 11 and media replacement costs for such approved change outs. The PWSB will pay electricity bills directly and if the Company exceeds the kilowatt hour budget, PWSB takes a credit against the monthly fee paid to the Company for the exceedance.

4.3 Adjustments Due to IRS Revenue Procedure 2017-13

The PWSB has the right to adjust the Service Fee payment formula over the course of the contract term, as necessary, to comply with IRS Revenue Procedure 2017-13 ("2017-13") or any subsequent relevant ruling issued by the Internal Revenue Service. Such adjustments shall be such that the fixed and variable components of the Service Fee are within the specified percentages allowed by 2017-13. Adjustments shall not entitle the Company to additional compensation. Should such adjustments not be possible so that continued compliance with 2017-13 shall be achieved, the PWSB reserves the right to terminate the Agreement.

4.4 Range of Operations and Compensation

The Company's Service Fee shall be based on treating all raw water within the ranges set forth in Schedule 2 for finished water quantity and raw water quality. Should the average ranges fall outside of the specified annual ranges (+/-15%), the Company and the PWSB shall negotiate in good faith to adjust upward or downward the Service Fee per the adjustment methodology developed from Proposal Form 7.

4.5 Sharing of Cost Savings

The Company may suggest to the PWSB modifications to the operation and maintenance of the Facility that may reduce the Service Fee or Pass Through Costs. Such suggestions, including the costs, benefits, and anticipated net savings shall be provided in writing to the PWSB.

If the PWSB approves such modifications, and such modifications result in a net savings, the Company shall be entitled to 40 percent of the net savings, and the PWSB shall be entitled to 60 percent of the net savings after the Company has recovered its documented costs for the capital improvements. Such share of the net savings shall be either a one-time payment to the Company, or an annual payment, depending on the nature of the modification and the resulting net savings. In addition, this incentive payment shall be consistent with IRS Revenue Procedure 2017-13.

5.0 LEGAL AND BUSINESS REQUIREMENTS

5.1 Term

The term of the Agreement shall be 10 years with two-five year extensions to be exercised at the PWSB's sole discretion, subject to all provisions of the Agreement.

5.2 Indemnification

Notwithstanding all of the arrangements to provide for the duties and obligations of each of the Company and the PWSB, the Company will assume responsibility for, and shall indemnify and hold the PWSB and the City and their officers, agents and employees harmless, against liabilities loss, suits, claims, judgements, costs and expenses (including legal fees, court costs and other expenses of litigation or judicial or administrative proceedings) that may arise out of any act of omission or for any reason whatsoever relating to the Facility. Such liabilities may include claims for environmental liability, personal injury, property damage, or assessments and fines resulting from failure to comply with regulatory requirements.

5.3 Dispute Resolution

To the extent the parties cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under the Agreement, either party, to the extent its interests are adversely impacted, may refer the matter to mediation. If despite the good faith efforts of the parties to resolve the dispute, the mediation does not conclude with a resolution of the dispute, either party may refer the matter to arbitration, as more fully described in the Agreement.

The parties shall continue to perform services under the Agreement, without interruption or slowdown, pending resolution of any dispute(s), unless the matter at issue precludes such continued activity until resolved. This section shall survive termination of the Agreement.

5.4 Company Default and Termination

The PWSB may terminate the Agreement upon the occurrence of an Event of Default including, without limitation, the following:

5.4.1 Events of Default by Company

- (a) Failure or refusal of the Company to perform timely any obligation under the Agreement (or default under the Guaranty Agreement, if applicable), unless such failure or refusal is clearly recognized, justified and excused by the terms and conditions of the Agreement.
- (b) Failure of the Company (or Guarantor, if applicable) to pay amounts owed to the City/PWSB under the Agreement, and when they become due and owing.
- (c) (i) the Company (or Guarantor, if applicable) becoming insolvent or bankrupt or ceasing to pay its debts, as and when due, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement, or results of a similar proceeding instituted by or against the Company, and/or (iii) the Company's conviction for fraud or similar crime.
- (d) Failure to operate or the abandonment of the Facility for one or more days in any Agreement Year.
- (e) Failure to otherwise comply with Applicable Law for 5 cumulative days in any Agreement Year.

In addition to the PWSB's right to terminate the Agreement due to the foregoing Events of Default, the PWSB shall have the right to terminate the Agreement under the following circumstances:

5.4.2 Termination Due to Unappropriated Funds

Payment and performance obligations shall depend upon the availability and authorization of rates by the RIPUC. The PWSB, therefore, reserves the right to cancel the Agreement if funds are not appropriated or otherwise made unavailable in any fiscal year succeeding the remaining portion of the first fiscal year. Such termination shall be treated as a Termination for Convenience (described below).

5.4.3 Termination by Labor Unrest

If personnel employed by the Company and performing services pursuant to the Company's obligations under the Agreement shall go on a labor strike or slowdown, or if a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents the Company from performing its obligations under the Agreement, the PWSB may, in its sole discretion, by notice to the Company, terminate the Agreement forthwith.

5.4.4 Termination for Uncontrollable Circumstances

If an Uncontrollable Circumstance shall occur relative to a material obligation of the Company under the Agreement and such Uncontrollable Circumstance or the effect thereof prevents performance of such material obligation for a period of thirty (30) or more days, the PWSB, upon notice to the Company, may, at its sole discretion, terminate the Agreement forthwith, notwithstanding that such Uncontrollable Circumstance may only be cured by the PWSB's procurement or implementation of a capital improvement, repair or construction which the PWSB determines, in its sole discretion, not to procure or implement. Such termination will be treated as a Termination for Convenience, except that the notice period shall be fifteen (15) days.

5.4.5 Termination for Convenience

The PWSB shall have the right to terminate the Agreement at its sole discretion, for its convenience and without cause, at any time after the execution of the Agreement upon 90 days' prior written notice to the Company (a "Termination for Convenience"). Such right shall not be exercised in the first three Agreement Years. If the PWSB so exercises its right to terminate the Agreement under this paragraph, the PWSB shall pay the Company a termination fee equal to an amount as set forth on Proposal Form 8 of this RFP. The fees indicated on Proposal Form 5 shall include all costs for demobilization and related costs and lost anticipated profit and all other costs.

5.4.6 Consequential or Punitive Damages

Provided the raw quality and quantity provided by the PWSB to the treatment facility is within established specifications, the Company will protect the Board, the PWSB and the City from any third party consequential or punitive damage claim or liability resulting from the Company's failure to provide from the treatment Facility finished water of equivalent quantity and of such quality that meets all Agreement requirements.

The Company will further provide coverage for consequential or punitive damages up to a \$250,000 per occurrence limit to protect the Board, the PWSB and the City from other liabilities which arise directly from the Company's actions or failure to act.

5.5 Performance Bond; Guarantor

The Company shall provide and maintain a provide a performance bond in an amount equal to 150 percent of the annual Service Fee. The Company shall secure and maintain the bond as required in the Agreement. The Company shall provide a Guarantor, if applicable, pursuant to the terms of the RFP and in the form provided in the draft Agreement, when issued.

5.6 Insurance

The Company shall provide insurance for the coverage amounts set forth in Appendix E, (will become Schedule 6).

Prior to the Company commencing Services, the Company's insurance company shall send to the PWSB evidence acceptable to the PWSB indicating that the required insurance is in force and stating that the policies will not be materially changed or canceled without sixty (60) days advanced notice to the PWSB by registered mail. The Company shall secure and maintain the insurance as required in the Agreement.

5.7 Non-Compliance Assessments

This section addresses finished water from the Facility which fails to meet the Performance Standards and Guarantees specified in Schedule 1. The Company is responsible for meeting the applicable regulatory requirements, first, followed by any additional requirements specified by the PWSB in this Agreement. The following sequence outlines the procedures if the Company fails to meet Water Quality Limits:

- (a) The Company shall immediately take the appropriate and all reasonable action to satisfy all regulatory requirements.
- (b) Within 24 hours of noncompliance, the Company shall provide a plan to the PWSB explaining the cause of such failure and outlining corrective actions for preventing similar or related failures in the future.
- (c) The PWSB will review and approve the plan within 48 hours upon receipt.

(d) The Company shall immediately implement the plan, which incorporates the PWSB's and regulator comments. The Company shall be responsible for performing any and all operational modifications, as specified by the plan, to produce water meeting Applicable Law and all requirements of the Agreement.

Failure to implement any of the above corrective actions will result in non-compliance assessments in the amount of \$5,000 per day, per violation, for substantial and continuous violations that threaten public health and/or safety and/or the environment from and including the date of violation.

Failure to produce water meeting Applicable Law and all requirements of the Agreement shall result in non-compliance assessments described herein being assessed by PWSB plus any and all additional damages imposed by regulatory agencies, including any subsequent environmental impact studies or other operational changes required.

Repeated failure to responsively perform other aspects of the work scope contained in the Agreement, including reporting and administrative requirements, upon written notification to correct and a reasonable time period to correct, will result in non-compliance assessments in the amount of \$1,000 per day until such time as the noted deficiency is corrected, without limiting the PWSB's right to pursue other remedies.

As set forth herein, non-compliance assessments shall also be imposed on the Company as follows:

Failure to maintain staffing levels consistent with its approved staffing plan - \$10,000 per month for all vacancies open for more than 60 days.

Failure to provide a CMMS consistent with the requirements in Section 3.5 - \$10,000 per occurrence.

Failure to provide all required reports in a timely basis - \$500 per occurrence.

Failure to maintain records as required - \$500 per occurrence.

Violations requiring public notification - \$25,000 per occurrence.

ANY OTHERS.

5.8 SCHEDULES

The following schedules are currently envisioned to be developed and included with the Agreement:

1. Performance Standards: Water treatment requirements
 - a) Operations and Maintenance Standards
 - b) Facility Plans
 - c) Current and Envisioned Water Treatment Facility and Site Requirements
 - d) Facility Staffing and Transition Plans
 - e) Insurance
 - f) Permits
 - g) Maximum utilities utilization
2. Equipment and chemicals inventory
 - a) Pass Through Costs
 - b) Service Fee
 - c) Glossary of Key Words and Terms

Appendix B Schedules to the Agreement Term Sheet

REQUEST FOR PROPOSALS

PERFORMANCE STANDARDS: WATER TREATMENT REQUIREMENTS

SCHEDULE 1

1.1 TREATMENT REQUIREMENTS

The Company shall operate and maintain the Facility in accordance with all applicable federal, State, and local regulations pertaining to water treatment standards. In addition, the Company shall operate the Facility to be in compliance with the specific performance standards described herein. All analytical methods used to demonstrate compliance shall be according to methods approved by the USEPA, PWSB and RIDOH.

REQUEST FOR PROPOSALS

OPERATION AND MAINTENANCE STANDARDS

SCHEDULE 2

2.1 GENERAL

The Company shall operate, maintain and manage the Facility in accordance with the terms and provisions set forth herein. Operational decision making shall always be based on the following overall objectives:

- Protection of Health and Welfare of the Public.
- Protection of the Health and Safety of the Facility Operating Staff.
- Preservation of the Long-Term Capability to Supply Water Treatment Services.
- Protection of the Environment.
- Protection and Preservation of the Facility Equipment and Facilities.
- Maximization of Facility Operational Efficiency and Minimization of Operational Costs.

2.2 OPERATIONS AND MAINTENANCE

The Company shall maintain the Facility in good working order and repair and in a neat and orderly condition. The Company shall maintain the aesthetic quality of the Facility as originally constructed and subsequently modified, with due allowance for reasonable wear and tear and depreciation. The Company shall maintain on behalf of the PWSB all manufacturers' warranties on new Equipment purchased, and shall fully cooperate and assist the PWSB, at the Company's sole cost and expense, in enforcing existing Equipment warranties and guaranties relative to the Facility.

The Company's Service Fee shall be based on treating raw water within 75% of the historical average values and 125% of the historical average values (i.e., +/- 25% variance from the historical average) presented in Table S2-1 and Table S2-2 for raw surface water and ground water quality, respectively. Should the minimum and maximum ranges, as measured on a 12-month moving basis, fall outside this 75 - 125% range, the Company and

the PWSB shall adjust upward or downward the Service Fee per the adjustment methodology specified in Schedule 13.

**Table S2.1 Happy Hollow Reservoir and Well Raw Water Quality
2023 Summary Influent Water Quality Data**

Parameter	Happy Hollow			Well Line		
	Average	Max	Min	Average	Max	Min
Alkalinity (mg/L CaCO ₃)	20.8	26	8	33.6	38	17
Hardness (mg/l)	36	42	30	70.7	76	66
Chloride (mg/l)	56.7	68	42	67.7	72	63
Iron (mg/l)	0.38	0.64	0.24	0.15	0.84	0.02
Color	44.5	334	25	5.7	201	0
Turbidity (NTU)	1.69	22.6	0.758	0.49	4.25	0.032

In 2023, approximately 87 percent of the raw water is from the reservoir and 13 percent from the wells.

The Company shall continue to meet the performance standards specified in Schedule 1 and 2 if the finished water quantity and/or raw water quality fail to fall within the $\pm 25\%$ range on a daily, monthly, or other short-term basis. The $\pm 25\%$ finished water quantity and raw water quality range is intended to protect the City and the Company from extraordinary changes, on an annual average basis, over the Term of the Agreement.

The subsequent sections set forth requirements for the operation and maintenance (O&M) of Facility components and are intended to address the major activities required. The following sections, however, are not intended to include all specific activities that are necessary for meeting the performance requirements set forth in the Agreement.

In addition to the general requirements of the Agreement, the Company is responsible for the specific performance requirements below. The Company shall refer to the Operations Manual and associated operation and maintenance manuals to understand additional operations and maintenance requirements.

The Facility shall at all times be operated, controlled, and supervised by a qualified manager and with supervisory controls capable of responding immediately and effectively to any and all anticipated and unanticipated circumstances. The combination of automated and human oversight shall assure compliance with the Agreement.

2.2.1 SCADA System

The Facility has a supervising control and data acquisition (SCADA) system, which the Company shall utilize for the purpose of managing and improving operational efficiency. The Company shall be responsible for ongoing integration and upgrades of such system with Facility operations, including the associated staff training required.

2.2.2 Maintenance Management System

The Company shall implement a comprehensive computer-based maintenance management program that develops readily available historical data, including an inventory of spare parts and provisions for enforcing existing Equipment warranties and guarantees and maintaining all warranties on new Equipment purchased after the Commencement Date. The Company shall implement such a maintenance management program to include preventative, predictive, and corrective maintenance for all components of the Facility, including but not limited to:

- Buildings, grounds, and structures
- Electrical systems and instrumentation
- Mechanical equipment
- Vehicles and other related Rolling Stock
- Laboratory, monitoring and sampling equipment
- Heating, ventilation, and air conditioning
- Communication equipment (i. e., telephones, facsimiles, etc)
- Computer equipment (software and hardware)
- Chemical feed systems
- Pumping systems
- Auxiliary power facilities
- Air pollution control devices (if any)
- SCADA facilities
- Other facilities, equipment, and Systems contained within the Facility
- Other specialized tools and Equipment

PWSB staff shall be granted read only access to the CMMS. At the end of the Contract Term, the Company shall turn over to the PWSB, the software, the data in the software and all licenses and service agreements.

2.2.3 Pump Stations

The Company shall operate and maintain the pump stations to provide uninterrupted, economical flow of water through the Distribution System. The Company shall be

responsible for inspecting and conducting maintenance of the pump stations to ensure their uninterrupted functioning.

2.2.4 Analytical Services

The Company shall perform sampling, testing, and any other analytical procedures of Facility raw water and finished water to demonstrate compliance with the Agreement, applicable regulatory requirements, and permit provisions. The Company shall perform all applicable testing related to process control at its own expense. All testing and analytical procedures, with the exception of process control testing, shall be performed by a laboratory certified by the RIDOH and subject to approval by the PWSB, utilizing either an in-house or outside laboratory. The Company shall prepare laboratory data for all applicable regulations, permits monitoring, and operating reports and shall forward the results from the laboratory to the appropriate State and regulatory agencies, including the PWSB. The PWSB, at its sole expense, may also perform testing, sampling and analytical procedures as it deems necessary. To the extent additional testing, sampling and analytical procedures are required by a Change in Law applicable to the Facility, including any revisions to RIDOH requirements, the Company shall be responsible for such activities.

Consistent with the watershed and distribution sampling requirements of the PWSB, the Company shall also perform the required sampling, testing and other analytical procedures required by the PWSB and all regulatory requirements.

2.2.5 Equipment and Chemicals

The Company shall keep all Equipment in good operating condition and maintain adequate Equipment in inventory in order to facilitate the repair and replacement of used or no longer useful Equipment, if necessary, in a timely fashion so as not to disrupt the operation of the Facility. Such Equipment shall be of a quality and durability equal to or greater than the Equipment being used, in inventory, or required herein to be secured as of the Commencement Date; and shall meet the specification provided for in the Operations Manual or future operations manuals issued with new equipment.

The Company shall operate all used or useful Equipment, including Equipment placed in service, and perform all tests and testing as may be required or recommended pursuant to applicable warranties, commercial or industrial standards and federal, State, and local laws,

regulations and permits. The Company shall be responsible for promptly notifying the PWSB in the event of any major Equipment failure.

All Equipment, including Rolling Stock, and chemicals provided by the PWSB or the Company on and after the Agreement Date, including any Equipment or chemical ordered by the Company or the PWSB for the Facility, shall be deemed to be owned by the PWSB and shall remain a part of the Facility upon termination or expiration of the Agreement. All such Equipment, including Rolling Stock, shall be in good operating condition, as adjusted for normal wear and tear. All property and equipment, including Rolling Stock and chemicals, designated for disposal or replacement shall be replaced or disposed of as defined in the Agreement.

2.2.6 Buildings Services

The Company shall perform buildings services to maintain the current condition of the Facility throughout the term of the Agreement Term Sheet. The Facility structures shall be maintained at a level adequate for the efficient, long-term reliability and preservation of the capital investment. The Company shall, at a minimum, perform the following activities relevant to the buildings and grounds:

Maintain the buildings, grounds and landscaping in an aesthetically attractive and clean condition, snowplow all roadways and parking areas and maintain sidewalks and access to the Facility free of ice and snow.

- a. Wash all windows twice per year or more frequently on an as-needed basis.
- b. Repair all roof leaks within 10 days of discovery.
- c. Implement regularly scheduled pest control measures, or more frequently as required, and immediately upon discovery of potential pest infestations.
- d. Repair all plumbing leaks and failures immediately.
- e. Damp mop all floors twice per week or more frequently as needed with a cleaning solution appropriate for use in such facilities. Immediately clean all spills.
- f. Strip all floors and apply new floor finish on a periodic basis and to the extent necessary to maintain appearance and safety standards.
- g. Wash down wall tiles and clean all other walls every sixth month commencing with the first Billing Month of the Agreement.
- h. Apply paint as necessary and appropriate, but at a minimum every 5 years all paint surfaces shall be repainted.
- i. Clean offices and restrooms Monday through Friday.

2.2.7 Utilities

The Company shall be responsible for supplying and paying for all utilities, including but not limited to natural gas, heating, fuel oil, telephone, Internet access, and water. The cost for electricity shall be a Pass-through Cost subject to such maximum limits specified in Schedule 9.

2.2.8 Watershed and Water Distribution

The PWSB will retain responsibility for maintenance, cleaning, repair, and construction of the watershed and water distribution system. The Company shall be responsible for the operation and maintenance of the aerators located at the raw water reservoir. The Company shall coordinate its activities with the PWSB, as directed by the PWSB, to minimize disruption of the Facility operation and maintenance and to prevent any interference with distribution system cleaning and maintenance activities.

2.3 OPERATION AND MAINTENANCE COSTS

The Company shall provide, at its sole cost and expense, all labor, materials, machinery, vehicles, including, but not limited to office equipment, copiers, computers, fuel, chemicals, supplies, materials, spare parts, expendables, consumables, testing and laboratory analysis, and any items required for the operation, maintenance and management (including all repair and replacement) of the Facility in accordance with the terms and provisions of the Agreement.

2.4 OPERATIONS MONITORING AND REVIEW

The PWSB will actively participate in review of Facility management, operation and maintenance throughout the term of the Agreement. The PWSB shall designate the Water Resource Manager position, or such alternative position as designated by the PWSB in writing, as the daily contact person. The Source Water Manager will be physically located at the PWSB Administrative Building at 85 Branch Street.

The following information shall be provided on a daily, weekly, and monthly (see below for monthly) basis for access by the Water Resource Manager and the General Manager using the SCADA system to provide the information: 1) Daily raw water production from the ground water wells by individual well; 2) Daily raw water production from the surface water supply; 3) raw water and finished water average temperature; 4) finished water production;

5) finished water quality. Augmenting these requirements, the PWSB shall be supplied, via the SCADA system, the following daily and weekly information:

2.4.1 Daily:

- 1) **Raw water supply:** temperature, turbidity, color, odor, pH, alkalinity, and.
- 2) **After settled water:** temperature, turbidity, color, odor, pH, bacteria.
- 3) **After each filter unit:** temperature, turbidity, color, odor, pH, bacteria
- 4) **Clear or wet well:** temperature, turbidity, color, odor, pH, chlorine, bacteria, fluoride (if applicable)
- 5) **Pump effluent:** temperature, turbidity, color, odor, pH, chlorine, bacteria, alkalinity, and fluoride
- 6) **Storage:** temperature, turbidity, color, pH, chlorine, bacteria
- 7) **Wells at plant influent:** temperature, turbidity, color, odor, pH, bacteria
- 8) **Wells at well head:** temperature, turbidity, color, odor, pH, bacteria, and conductivity

2.4.2 Weekly:

- 1) **Raw water supply:** sodium, iron, chlorides, phosphates, and algae analysis (type & count). MIB and geosmin from April 1 to September 30, monthly during other months.
- 2) **Pump effluent:** phosphate, alkalinity, sodium
- 3) **Wells at well head:** alkalinity, hardness, iron, manganese, and chlorides

2.4.3 Monthly Operating Reports

The Company shall prepare the monthly operating reports (Monthly Reports) summarizing the operations of the Facility for submission to the RIDOH and RIDEM, as required. The Monthly Reports shall be prepared by the 10th of the month for RIDO and the 15th for RIDEM, or other date, as applicable, of every month for the previous month of Facility operation. The Monthly Reports shall be submitted to the PWSB one week prior to the submission date to the RIDOH or RIDEM. The Company shall prepare the Monthly Reports in a format subject to approval by the PWSB and RIDOH or RIDEM. The Monthly Reports shall include data pertaining to the Facility performance, analyses required by the RIDOH or RIDEM Permit, water flows, and other pertinent information. At a minimum, the Company shall include the following data in the Monthly Reports and any other information in compliance with RIDOH or RIDEM requirements:

- a) Maintenance activity summary, maintenance backlog by prioritized category, and a summary of anticipated maintenance activity for the next month time period.

- b) Raw water production (weekly and monthly averages in MGD) from surface water sources and well field production by individual well.
- c) Finished water production in weekly and monthly displays of minimum, maximum average MGD for each day of the reporting period.
- d) Water quality parameters for raw and finished water production.
- e) Twelve (12) month moving averages and trend line graphics for water quality (raw and finished water) parameters
- f) Staffing summary, including but not limited to all vacancies, date of vacancy, and a description of actions taken to fill vacancies
- g) Safety and training report (accidents - number and severity; training classes conducted and attendance)
- h) Operational plans for the next thirty (30) day period.
- i) Summary of maintenance activities—work orders performed by type (inspection, corrective, preventative, predictive), overdue work orders and the reason for lateness) and equipment out of service with anticipated actions to bring back into service
- j) Anticipated and planned renewal and replacement actions.

The failure to provide this plan by the scheduled date, shall subject the Company to non-compliance assessments of \$500 per occurrence.

2.4.4 Annual Operation and Maintenance Report

The Company shall prepare an annual operation and maintenance report (Annual Report).

This report shall include detailed information about the completed Billing Year's operation and maintenance of the Facility and current Facility conditions. The report shall include, at a minimum:

- An assessment of the condition of the Facility, details of any modifications made (design details and as-built drawings) and an analysis of the effectiveness of any repairs, replacements, or upgrades.
- A summary of the information provided in the monthly reports.
- A summary of environmental, safety, and regulatory compliance.
- An assessment of outstanding issues, including any recommendations for changes to plant operations.
- Operating budget summary.
- The Company's anticipated renewal and replacement plan for the coming fiscal year.

The Annual Report shall be finalized by the Company and issued approximately two weeks prior to the annual Facility inspection. The failure to provide the Annual Report by the scheduled date shall subject the Company to non-compliance assessments of \$500 per occurrence.

2.4.5 Facility Inspections

The City or its authorized agents and representatives from the governing regulatory agency (e.g., RIDOH) reserves the right to visit or inspect the Facility at any reasonable time, including "blind" inspections without prior notice to the Company. The PWSB or its authorized agents and representatives may call upon the Company at any time for an oral review of any matter pertaining to the Facility. The Company shall provide the PWSB and/or authorized agents and representatives adequate office working space during inspections and reviews as necessary.

The PWSB or its authorized agents and representatives anticipate performing an annual inspection of the Facility which shall be scheduled at a time of mutual consent between the Company and the PWSB or its authorized agents or representatives. The purpose of this annual inspection is to verify that Facility operations and maintenance is properly performed in accordance with this Agreement Term Sheet. At least two weeks prior to the annual inspection, the Company shall submit to the PWSB three copies of the Company's Annual Report.

In the event that any such inspections reveal work not in accordance with the Agreement or a lack of repairs or necessary maintenance to the Facility or Facility facilities or equipment, the PWSB or its authorized agent shall bring to the attention of the Company such items and the Company shall perform the repairs and maintenance activities identified by the PWSB in accordance with the terms and provisions set forth in the Agreement. Failure of the PWSB or its authorized agents to identify such items, shall not release the Company of its obligations and responsibilities under this Agreement.

The Company shall maintain all records of operating data and information relevant to the Facility, including accounting and financial records. The Company shall provide the PWSB access to all such records upon reasonable request.

2.4.6 Operations Records

The Company shall maintain a computerized record keeping system for all operation and maintenance functions performed on the Facility. Records shall include, but not be limited to, records of Facility operation, operation and maintenance costs, maintenance procedures, emergency incidents, personnel, and inventory (equipment and chemicals). The failure to maintain such records will subject the Company to non-compliance assessments of \$500 per occurrence.

2.4.7 Monthly Meetings

The PWSB and the Company shall meet on a monthly basis at the Facility or other mutually agreed upon location to discuss the prior Monthly Report and Facility performance, including maintenance issues, Facility conditions, environmental and permit compliance, invoicing issues, public relations, and other relevant issues. Copies of documentation of these meetings shall be the responsibility of the Company and shall be distributed to all attendees. The Company shall provide Monthly Reports to the City of the previous month's operation and maintenance of the Facility by the 15th or other date, as applicable, of the current month. These status reports present the operating and maintenance and financial information for the previous month.

2.4.8 Review at Expiration of Agreement

Prior to the final Billing Year, the PWSB and Company shall select an independent, technically qualified firm (Auditor) to conduct a complete Facility audit to determine the condition of the Facility. The cost of services provided by the Auditor shall be divided equally between the PWSB and Company.

The Auditor will conduct a detailed, comprehensive survey and inspection of the Facility to identify the physical and operational conditions and general status of repair of all equipment, buildings, structures, pavements, grounds, utility lines, spare parts inventories, operation and maintenance records, etc. The Auditor will prepare a detailed report documenting the findings of the survey/inspection during the first six months of the final billing year.

A draft version of the Auditor's report will be provided to the PWSB and Company for review and comment. In the case of disagreement between the City and Company as to the appraised condition of items or portions of the Facility, or estimated cost for repair, renewal,

or replacement, the Auditor will make the final decision, which shall be binding to both parties.

2.4.9 PWSB Office and Conference Room at 85 Branch Street

The Company is responsible for the HVAC unit serving the laboratory. All other utilities are PWSB responsibilities, including for laboratory, conference room, source water office, bathrooms and break rooms. The Company is responsible for housekeeping and maintenance of the above locations.

REQUEST FOR PROPOSALS

FACILITY PLANS

SCHEDULE 3

As part of this procurement, the Company shall be required to prepare several comprehensive plans which document the Company's and PWSB's objectives of improving Facility performance. This Schedule outlines the various plans which shall be required. It is recognized that information may not be available to provide all of the details necessary to develop a complete plan. Therefore, the Proposer shall develop comprehensive draft plans which outline the Proposer's approach for the items specified. The customer service and emergency response plan shall be completed prior to the Commencement Date. All other plans shall be completed either 30 or 60 days after the Commencement Date, as applicable. The following plans shall be developed:

- Customer Service and Emergency Response Plan
- Staffing and Training Plan
- Operations and Maintenance Plan
- Safety and Security Plan
- Transition Plan

3.1 CUSTOMER SERVICE AND EMERGENCY RESPONSE PLAN

The PWSB (Customer Service) shall be the focal point for all customer problems and emergencies. Customer service problems shall be directed from the Customer Service Department to the Company for Company involvement and resolution. The Company shall respond promptly (within 2 hours) and in a reasonable manner to all customer problems and emergencies pertaining to the Facility in accordance with this Agreement Term Sheet. While the Customer Service Department of the PWSB shall be the focal point, the Company shall also maintain a toll-free 24 hour telephone number throughout the term of the Agreement so that customers of the Facility can report any problems and emergencies to the Company. Such calls shall be reported to the PWSB Customer Service Department. The

Company shall notify the PWSB of any activity, problem, or circumstance of which it becomes aware that threatens the safety, health or welfare of the customers of the Facility. The Company shall maintain a complete log with the start and end date and time of all problems and emergencies identified and measures and response time taken by the Company to remedy such problems and emergencies.

The Company shall develop emergency operations procedures, including on-call backup capability to be utilized during an emergency event. As part of the emergency plan, emergency operations procedures shall be developed to address at a minimum:

- Chemical Spills - On-Site and from Off-Site Transportation (freeway and railroads)
- Personnel Emergencies
- Fire and Explosions
- Pipe, Valve, or Pump Failure
- Equipment and Process Failure
- Power Failure
- Acts of God (i.e., Hurricanes, Wind storms, and Floods)
- Finished Water Quality Violation
- Emergency Telephone Numbers
- Emergency Equipment Inventory
- Records Preservation
- Coordinating Instructions with Public Safety Agencies

3.2 STAFFING AND TRAINING PLAN

The Company shall provide staff qualified and experienced in the operation, maintenance, and management of water treatment systems similar in nature and character to the Facility in accordance with the terms and conditions defined in the Agreement. The Company shall also provide additional third party support, on an as needed basis, to perform its duties and obligations of this Agreement. Such third parties shall be equally qualified for the specific services to be performed. The Company is responsible for maintaining the required number of staff and third party contractors as deemed appropriate to operate, maintain and manage the Facility in accordance with the provisions and terms of this Agreement. The Company shall provide:

- Qualified management, supervisory, technical, laboratory, operations and maintenance personnel in compliance with the approved staffing plan.
- Duly licensed and certified personnel hired or contracted by the Company to perform the services required.
- Specialists, as necessary, for process control, instrumentation, troubleshooting, emergency management, and other similar activities.
- Office and clerical support staff.
- Technical support to provide on-call backup and process expertise for process control, management, maintenance and Facility repair, as necessary, to support operations and maintenance staff in performing the services of this Agreement.

Within thirty days after the Commencement Date, the Company shall submit to the PWSB a staffing plan for the personnel. The Company shall include, at a minimum, the following information, in accordance with the provisions of this Agreement:

- Organization chart
- List of all personnel required for the Facility, with contact telephone numbers
- Job classifications
- Number of staff required for the operations and consistent with the Company's accepted levels in its proposal.
- Resumes of personnel employed within the Facility to demonstrate qualifications to perform assignment.

The Company shall notify the PWSB of any change in personnel within 10 days effective of such personnel change which is subject to review and approval of the PWSB. As noted, the Company will be subject to non-compliance assessments for staff levels below the approved staffing plan. The non-compliance assessment shall be \$10,000 per month (prorated for the month) for each vacancy that is open for 60 days or more.

3.2.1 Training Programs

The Company shall provide training programs for all personnel employed. Such training shall include, but not limited to, modern water process control, equipment operation, repair, and maintenance, sampling and analytical procedures, regulatory requirements, supervisory skills, and safety and occupational health procedures. It is the PWSB's desire to maximize continued employment opportunities for existing personnel. Therefore, interim operations

shall include training and development provisions for existing personnel to transition to future operations.

The Company shall maintain records of all training programs.

No later than 60 days after the Commencement Date, the Company shall submit five copies of a draft Operator Training Plan (Training Plan) as an attachment to the staffing plan for review and comment by the PWSB. The Training Plan shall clearly define the classroom and hands-on training curriculum for each operator position and classification. Calendar dates and milestones shall be assigned to each portion of the training and a training schedule shall be submitted in the Training Plan. The date and duration of on-site training by each of the equipment manufacturer's technical representatives will be shown in the schedule.

The PWSB will review the draft Training Plan and return one copy with comments and reasonable and acceptable corrections within 30 days of the initial submittal. The Company shall submit five copies of a final version of the Training Plan incorporating requested changes and comments 30 days following the return of the draft version.

3.3 OPERATIONS AND MAINTENANCE PLAN

The Company shall prepare and submit to the PWSB for approval a comprehensive review and update of current Operation and Maintenance Plan (O&M Plan) within 60 days after the Commencement Date. The O&M Plan shall specify all procedures and tests to be conducted for the operation and maintenance of the Facility, inclusive of all facilities and Equipment. The O&M Plan shall be a comprehensive manual organized into separate sections addressing each of the unit processes involved, the overall Facility operation and control, auxiliary Facility equipment, and grounds and building maintenance. At a minimum, this O&M Plan shall include the following:

- a. Routine maintenance schedule for all major systems and schedule of expected shutdowns.
- b. Copies of all permits, licenses, and other regulatory documents obtained for the Company's services, if not previously submitted.
- c. Operation procedures for all major equipment within the Facility during start-up, normal, alternate, and emergency operation modes.
- d. Equipment and Facility manufacturers/suppliers O&M manuals.

- e. Forms and checklists to be used to monitor equipment and process Facility operation and preventative maintenance.
- f. Monitoring and reporting requirements.
- g. Update process for the O&M Plan.

Each separate unit process, auxiliary Facility processes and grounds/building section of the O&M Plan shall include a detailed written explanation of the following:

- The process or Facility including its key components.
- The Facility function including its purpose and normal operating parameters.
- Equipment summary including nameplate data, supplier/local representative, and manufacturer.
- Description of instrumentation and control Facility, including an alarm summary.
- Description of normal Facility operations including startup and shutdown, adjustment of variable dictions and settings, interface with other plant systems, routine monitoring checklists and record keeping forms.
- Maintenance, including predictive and preventative maintenance for process functions; mechanical functions, such as changing lubricating fluids and filters, checking rotating equipment balance, and changing valve seals and packing; electrical functions, such as checking tightness of wiring terminal connections, exercising breakers, and recalibrating meters; instrument and control functions, such as sensor calibration; and structural maintenance, such as crack repairs and restoration of surface corrosion protection Systems.
- Trouble shooting Facility malfunctions.

The PWSB will review the draft O&M Plan and return one marked-up copy with comments and conditions for approval within 30 days of the initial submittal. The Company shall submit five copies of a final version of the O&M Plan incorporating the PWSB's reasonable and acceptable changes and comments 30 days following the return of the draft manual.

3.3.1 Repair and Replacement

A detailed repair and replacement program based on the specifics of the Equipment and systems at the new Facility shall be finalized and included in the O&M Plan and updated periodically.

Expenditures for the Company's renewal and replacement plan shall be covered as part of the Company's annual Service Fee for expenditures less than \$20,000, including ordinary maintenance and repair and replacement activities. Expenditures for repairs and

replacements greater than \$20,000 shall be funded through the Repair and Replacement Fund and will require PWSB authorization for the expenditure of such funds.

Upon expiration of the Agreement, the Company shall return the Facility to the PWSB in good repair and in a sound, proper, and well-maintained condition without the necessity for the PWSB to undertake major repairs or a major overhaul when assuming Facility management responsibilities.

3.4 SAFETY AND SECURITY PLAN

The Company shall provide for and maintain security and safety of all facilities and structures contained within the Facility. The Company shall develop and submit to the PWSB a safety plan within 30 days after the Commencement Date. The Company shall be responsible and obligated to enforce all safety, security and health laws, rules, regulations, and/or procedures. Any and all persons entering the Facility facilities shall be identified and provide appropriate documentation of authorization to have access to the Facility. The Company is responsible for providing the appropriate procedures to maintain a log of any and all persons accessing the Facility.

The structural integrity of the fences shall be maintained and kept in neat order. Gates, access points, and doors to the facilities and structures in the Facility shall be kept locked. Entrance to such facilities and structures shall be protected against unauthorized entry. The Company is responsible for maintaining all security alarms in working order.

REQUEST FOR PROPOSALS
WATER TREATMENT FACILITY
SCHEDULE 4

The Company is responsible for the services as defined in Schedules 1, 2 and 3 and set forth in the Agreement. The following description presents the various components which comprise the Facility, and a description of existing operational conditions.

4.1 WATER TREATMENT SYSTEM

The primary source of water for the system is Happy Hollow Pond and the Raw Water Pump Station (RWPS) draws water from Happy Hollow Pond through a submerged intake. Two electric surface water aerators are located within Happy Hollow Pond that are designed to operate continuously to aid in maintaining water quality. The intake consists of two, 30-inch branches; each branch separates via a tee fitting into two sub-branches that connects to two intake screens. The supply from Happy Hollow Pond can be supplemented, up to a maximum of 5 MGD, with water from a series of eight groundwater wells. The individual groundwater wells, Well No. 2A through Well No. 9, connect to a 20-inch well water header. Groundwater is pumped to the intake in Happy Hollow Pond where it is combined with surface water at the intake to the RWPS. Water from the wells may contain radon; therefore, the well water passes through a cascade aerator to strip the radon prior to connection with the raw water intake line.

Raw water from Happy Hollow Pond is pumped from the RWPS located at 118 Mill Street in Cumberland, Rhode Island approximately one mile south through two, 36-inch raw water transmission pipelines to the water treatment plant (WTP). The single 36-inch pipeline from the RWPS separates via a tee fitting into the two, 36-inch pipelines that then rejoin via a tee fitting to one 36-inch pipeline prior to entering the WTP.

The Water Treatment Facility (WTF) located at 87 Branch Street, Pawtucket, Rhode Island is designed to treat a maximum flow of 25.0 million gallons per day (MGD) and a sustained average flow of 13.3 MGD. Water Treatment consists of a series of chemical and physical processes through which taste, odor, color, turbidity and chemical and microbiological

contaminants are removed or inactivated. At the WTF, the water is treated through clarification/filtration treatment systems installed in cast-in-place concrete basins. Treatment includes coagulation, flocculation, and filtration mechanisms for the removal of color, turbidity, and other impurities from the raw water. The water is then pH adjusted, disinfected with chlorine, and fluoridated before entering the facility's 1.4 MG clear well structure. Following the clear well, the water's alkalinity is adjusted with lime, a corrosion inhibiting compound is added, and a final chlorine adjustment may be made if necessary.

From the clear well, the finished water may be pumped either directly to the distribution system or diverted to the onsite 5 million gallon pre-stressed concrete storage tank. The ability exists to return water from the tank to the WTF through the fill line, where it may be pumped to the distribution system through the finish water pumps.

The flush and backwash wastewater flows from the filters and clarifiers into equalization basins located under the filters. From the equalization basins, the combined residuals waste is pumped to two dewatering lagoons via a 12-inch force main. The lagoons are located just north of the old treatment plant at 120 Mill Street and are lined and have an underdrain system for proper dewatering of the PAC/alum sludge. Emergency diesel generators are provided at the RWPS and the WTP to allow full production of up to 25 MGD during extended power outages.

Once pressurized, the finished water is conveyed to the distribution system via transmission mains departing to the north and south of the pump station. Two storage tanks are located at the western edge of the distribution system, on Stump Hill in Lincoln. These tanks have a combined storage capacity of 13.0 million gallons, however the 3.0 million gallon tank is not currently in use. A chlorine booster station is located at the Stump Hill tanks facility to augment the chlorine residual as necessary.

The PWSB system operates almost as a single pressure zone; there is one isolated high service area in a portion of the Valley Falls Section of Cumberland where the elevation varies significantly from the rest of the system. Reference attached PWSB Process Flow Diagram.

4.1.1 Groundwater Well Stations

Pawtucket Water's eight (8) municipal raw water wells are located within the Abbott Run Valley aquifer, a long and narrow body of saturated sands and gravels that follows the Abbott Run. All

wells are fed directly into the Water Treatment Plant (WTP) raw water intake located at Happy Hollow Pond. Operational practices and water quality dictate the use of these wells as necessary to supplement the surface water supply.

All the wells are shallow depth gravel-packed construction and equipped with vertical centrifugal electric driven pump systems. The wells are housed in substantial structures that pump into a common water main that is fed into the raw water intake for the RWPS. There is currently no chemical treatment at any of the wells.

4.1.2 Water Treatment Plant

The water treatment plant (WTP) located at 87 Branch Street in Pawtucket was placed into operation in March of 2008. The WTP utilizes a fixed bubble aeration system to oxygenate and circulate the water in Happy Hollow Pond near the raw water intake and Raw Water Pump Station (RWPS) Station. Approximately 500 feet of aeration diffusion piping is placed in the bottom of Happy Hollow Pond to overcome stratification, eliminate stagnation, oxidize organics, control algae, and enhance raw water quality. The mixing action controls temperature variation in the reservoir and permits optimization of coagulation chemistry at the water treatment plant.

The RWPS is located at 118 Mill Street in Cumberland, RI adjacent to the former Water Treatment Facility at 120 Mill Street. The RWPS draws water from Happy Hollow Pond through the submerged intake which consists of two, 30-inch branches; each branch separates via a tee fitting into two sub-branches that each connects to two intake screens. The individual groundwater wells, Well No. 2A through Well No. 9, connect to a 20-inch well water header. Water from the wells passes through a cascade aerator to strip the radon prior to connection with the raw water intake line from Happy Hollow Pond. Raw water can be dosed with PAC for taste and odor control prior to reaching the WTP. Raw water from Happy Hollow Pond is pumped from the RWPS approximately one mile through two, 36-inch raw water transmission pipelines to the treatment facility at 87 Branch Street. The single 36-inch pipeline from the RWPS separates via a tee fitting into the two, 36-inch pipelines that then rejoin via a tee fitting to one 36-inch pipeline prior to entering the treatment plant.

In 2014, the raw water pump station was retrofitted with a system designed to feed powder activated carbon (PAC) to the raw water supply to aid in the control of seasonal taste and odor

problems. These taste and odor problems have been attributed to the levels of Geosmin and 2-Methylisoborneol (MIB) which are naturally organic compounds that occur in surface waters and both of which are discernable to consumers at extremely low levels. Their occurrence is most associated with the warmer weather and algal blooms.

Current average day demand production of the WTP is 7.84 MGD with maximum day demand production of 12.04 MGD. The water treatment plant is designed to produce up to 25 MGD of finished water. Additionally, it was designed to allow 30 MGD to flow through the facility without major piping or structural modifications. The facility design also allows implementation of chloramines without major modification or plant shut down.

The WTP uses polyaluminum chloride (PACL)/alum as a coagulant and contact clarification to remove TOC, color, and turbidity prior to deep bed Granular Activated Carbon (GAC) filters. The water then passes through UV disinfection units (currently inactive) then dosed with sodium hypochlorite and sent to a channeled 1.4 MG clear well with a contact time of 90 minutes, and either pumped directly into the distribution system or to the on-site 5 MG storage tank. The WTP is completely controlled by in-line process analyses and a computer-based Supervisory Control and Data Acquisition (SCADA) System.

There are a total of 4 contact clarifiers which are in cast in place concrete chambers each with a footprint of 38 by 12 feet. The design flow rate is 4,560 GPM/clarifier with 6 SCFM/SQFT air scour rate. Each contact clarifier is back flushed approximately every 4 hours of operation, or longer using a raw water/air scour flush, depending upon raw water quality conditions.

There are a total of 8 granular activated carbon deep bed filters which are in cast in place concrete chambers each with a footprint of 38 by 14 feet. The design flow rate is 5 GPM/SQFT or 2,613 GPM/Filter. The design filter backwash rate is 20 GPM/SQFT water or 10,450 GPM/Filter. The design air scour flow rate is 2.5 SCFM/SQFT air or 1,306 SCFM/Filter. The GAC filters backwash with potable water and air approximately every 24 to 48 hours, or longer depending upon raw water quality conditions.

The flush and backwash wastewater flows into equalization basins located under the filters in the WTP. From the equalization basins, the combined residuals waste is pumped to two dewatering lagoons via a 12-inch force main to the lagoons located at the site of the old treatment plant

lagoon site. These lagoons are lined and have an underdrain system for dewatering the PACL/alum sludge.

Emergency generators are provided at the raw water pump station and the WTP to allow full production of up to 25 MGD during extended power outages. With diesel fuel deliveries at 48-hour intervals, the WTP and RWPS could operate indefinitely on the auxiliary power system. Reference attached PWSB Process Flow Diagram.

4.1.3 Raw Water Pump Station

This pump station was constructed in 2007 and is located at 118 Mill Street in Cumberland adjacent to Happy Hollow Pond. It is designed to deliver raw water approximately one mile south to the WTP. The station is equipped with 3 - 13.2 MGD centrifugal pumps, for a total reliable pumping capacity of 26.4 MGD. Two of the three 200 HP pump motors were recently retrofitted with variable frequency drives (VFD's) to optimize efficiency of the facility.

Finish Water Pump Station

This pump station was constructed in 2007 and is located at 87 Branch Street at the water treatment plant. The pump station consists of 4 - 13 MGD pumps, for a total reliable (one spare) pumping capacity of 39 MGD. Two of the 900 HP pump motors have been retrofitted with variable frequency drives (VFD's) in 2012 in order to optimize efficiency of the facility.

4.1.4 Master Meters

There exists a 36 inch "turbine" water meter and an insertion magnetic flow meter at the raw water pump station to meter flows being pumped to the WTP. At the water treatment plant there exists a 36-inch magnetic flow meter and an insertion magnetic flow meter that is used to record flow produced by the WTP and distributed to the transmission and distribution system.

4.1.5 Lined Sludge Residuals Basins (LSRB's)

The WTF utilizes 2 geomembrane lined settling basins to accept wash water residuals from the clarifier rinse and filter backwash cycles. This wash water is pumped from the WTF to the LSRB's via a 12-inch force main. The wash water enters one of the 3-million-gallon capacity LSRB's through the inlet structure. The solids then settle across the length of the LSRB and clean decant water is gravity filtered through the 18-inch sand bed filter or spills over the outlet

structure weir. These 2 collection systems of the decant water combine into a common line and discharge to the Blackstone River (Outfall 002B RIPDES permit No. RI0001589).

4.2 LABORATORY AND ANALYTICAL SERVICES

Currently, the laboratory performs the following testing and monitoring programs.

Sampling Program	Sampling Frequency
Watershed- Water Quality	22 samples taken monthly
Distribution System - Water Quality	192-208 samples taken monthly
Distribution System - Corrosion Control	30 samples bi weekly
Water Supply Wells - Water Quality	8 samples weekly when operating
Distribution System Lead and Copper	59 samples annually
Trihalomethanes (TTHM) and Haloacetic acids (HAAS)	8 samples per quarter
Main Disinfection System	149 samples
Fluorides	5 per day

As part of these testing and monitoring programs, the laboratory routinely tests for the following water quality constituents and parameters. This is not intended to be a comprehensive list of testing performed by the laboratory. Additional testing capabilities may be required of the Company to ensure compliance with finished water quality regulations.

Constituents and Parameters Analyzed by Laboratory	
Coliform Bacteria	TTHM
Alkalinity	Fluorides
Turbidity	Lead
Color	Copper
Iron	
Conductivity	
Temperature	Free Chlorine Residual

PH	Total Chlorine Residual
DO	Total Aluminum
Chlorides	TSS
HAAS	Settleable Solids

These tests include conventional, non-conventional, and specialized analyses for both Facility and RIDOH requirements, watershed management, and distribution system monitoring and requirements.

All conventional and non-conventional tests conform to the appropriate EPA approved methodologies and quality control/quality assurance program procedures. The testing programs that the Company will be required to perform will include:

4.2.1 Watershed Water Quality Monitoring Program

22 samples collected from throughout the watershed monthly. These samples will be analyzed for the following constituents:

• Color	• Alkalinity
• pH	• Chlorides
• Turbidity	• Temperature
• Iron	• Conductivity
• Dissolved Oxygen	• Coliform Bacteria
• TOC	

4.2.2 Distribution System Water Quality Monitoring Program

An average of 200 samples a month (5-6 samples daily on a weekly rotating basis) from locations distributed throughout the distribution system. These samples will be analyzed for

the following constituents:

• Coliform Bacteria	• Turbidity
• Residual Chlorine	• Fluoride
• pH	• Odor
• Temperature	• Color

Heterotrophic Plate Counts (HPC) shall also be performed and the results provided on the same weekly basis and typing of bacteria should be performed and results provided as needed.

4.2.3 Distribution System Corrosion Control

30 samples collected bi-weekly from throughout the distribution system. These samples will be analyzed for the following constituents:

- pH
- Alkalinity
- Orthophosphate

4.2.4 Water Supply Well Water Quality Monitoring Program

8 samples weekly when operating. These samples will be analyzed for the following constituents:

• Coliform Bacteria	• Turbidity
• pH	• Chlorides
• Temperature	• Alkalinity
• Odor	• Hardness
• Color	• Iron
• Conductivity	• Manganese

Heterotrophic Plate Counts (HPC) shall also be performed and the results provided on the same weekly basis and typing of bacteria should be performed and results provided as needed.

4.2.5 Distribution System Lead & Copper Monitoring

Approximately 60 samples collected annually from throughout the distribution system, 30 required for compliance, the balance to respond to customer requests. These samples will-be analyzed for the following constituents:

- Lead
- Copper

4.2.6 DBP Monitoring

8 samples per quarter. These samples will be analyzed for the following constituents:

• Chloroform	• Dibromochloromethane
• Bromoform	• Total TTHMs
• Bromodichloromethane	• HAAS

4.2.7 Main Disinfection System

149 samples collected monthly during the construction period of each year (April to December). These samples will be analyzed for the following constituents:

Total Coliform

4.2.8 Fluoridation System:

5 samples collected daily from the treatment plant effluent. These samples will be analyzed for the following constituents:

- Fluoride

4.2.9 Filter Backwash Discharge (Decant from Residual basin)

1 sample for each backwash cycle of the GAC filter (on average 1 sample per day). These samples will be analyzed for the following constituents:

- Total Aluminum twice per month

- TSS twice per month
- Phosphorus once per quarter
- Cadmium, once per quarter
- Iron, once per quarter
- Lead, once per quarter

Other Sampling to Meet Regulatory Requirements: Any additional sampling to meet current and future requirements of Federal, State and local regulations. This includes sampling not currently performed but recommended in the Watershed Management Plan, the Watershed Management Plan Supplement, and all other planning documents.

Other sampling and analysis as necessary to comply with all Federal and State guidelines and requirements. Agreement fee adjustments may be negotiated for additional testing requirements in excess of +/- 10% of the baseline level established in this schedule (measured by the total number of samples and analyses to be performed annually).

REQUEST FOR PROPOSALS
FACILITY STAFFING AND TRANSITION PLANS
SCHEDULE 5

To be developed from information submitted in response to RFP requirements.

REQUEST FOR PROPOSALS

TBD

SCHEDULE 6

REQUEST FOR PROPOSALS

XXXXX

SCHEDULE 7

REQUEST FOR PROPOSALS
INSURANCE REQUIREMENTS
SCHEDULE 8

Will insert Appendix D Insurance info when contract finalized.

REQUEST FOR PROPOSALS
PERMITS AND REGULATORY REQUIREMENTS

SCHEDULE 9

9.1 RESPONSIBILITIES

The Company shall be responsible for renewing and/or obtaining and maintaining all applicable federal, State and local approvals, licenses, permits, and certifications required for performing the Services in accordance with the terms and provisions of this Agreement.

The Company must also comply with all Applicable Law and all requirements of the Agreement for treated/finished water quality. The Company shall be responsible for preparing all application reports in compliance with Federal, State and local requirements for submission by the PWSB to the appropriate agencies.

The Company shall comply with, satisfy, and pay all costs and/or fees associated with all regulatory requirements pertaining to the permits, including but not limited to, public notification in the event of non-compliance with water treatment standards.

The Company shall comply with all applicable federal, State, and local laws and regulations pertaining to the Facility and shall comply with all permits governing the performance of its Services hereunder issued for or with respect to the Facility. If during the Term of the Agreement, an existing permit must be renewed, or additional permits required, the Company shall be responsible for obtaining, including the completion of the required application forms, supplying required data, and payment of required fees for such permits and permit renewals. All permit renewals shall be in the name of the PWSB as the permittee.

REQUEST FOR PROPOSALS
PERMITS AND REGULATORY REQUIREMENTS
SCHEDULE 10

TABLE S9-1 PERMITS

Permit No.	Permit/Agreement	Agency
Permit No. 0001589	NPDES	RIDEM

10.1 Permit Requirements

The Company will be responsible for maintaining ongoing adherence to the requirements of the RIDOH permit under which the Facility operates. These duties will include, but will not be limited to, the maintaining of all permit requirements related to potable water quality delivered to the PWSB distribution system. Additionally, the Company shall maintain and provide all reports required by the RIDOH under provisions of the RIDOH permit.

REQUEST FOR PROPOSALS
MAXIMUM UTILITIES UTILIZATION
SCHEDULE 11

TABLE S11-1 Maximum Utilities Utilization

This Schedule will be completed with information provided by the selected Proposer from proposal form 6 or 7.

REQUEST FOR PROPOSALS
EQUIPMENT AND CHEMICALS INVENTORY
SCHEDULE 12

Within 60 days after the Commencement Date, the Company shall conduct a physical inventory and prepare an up-to-date report of Equipment and chemicals located throughout the System.

The inventory report shall be attached to this Schedule 9 and contain, but is not limited to, the following information relative to the Equipment and chemicals of the System:

- Detailed description of items
- Date of purchase
- Identification number (i. e, serial number), if available
- Manufacturer's name
- Quantity (i.e., gallons of chemicals)

**REQUEST FOR PROPOSALS
PASS THROUGH COSTS**

SCHEDULE 13

TO BE BASED ON PROPOSAL FORM 6 or 7

Pass Through Costs shall be paid to the Company based on the Company's documentation demonstrating that such costs have been incurred and are applicable pursuant to the provisions of this Agreement. Pass Through Costs shall be identified on the Company's monthly invoices as separate line items and shall include the following costs as Pass Through Costs pursuant to the Agreement:

1. Electricity costs to the extent the maximum utilization in Schedule 10 is not exceeded

Carbon filter replacement

Note:

These Pass Through Costs should not be included as part of the proposed Service Fee.

REQUEST FOR PROPOSALS

SERVICE FEE

SCHEDULE 14

BASED ON PROPOSAL FORM 4 or 5

The Company shall be paid a Service Fee as indicated below, pursuant to the terms and provisions of this Agreement, for Facility operations, maintenance, and management. The Company shall be paid such Service Fee effective on the Commencement Date throughout the term of the Agreement.

TABLE S10-1 SERVICE FEES

SERVICE FEES	
Service Fee Component	¹ Annual Amount
Service Fee	\$
Service Fee Escalator (maximum of 100% of Specified inflation adjustment)	%

REQUEST FOR PROPOSALS
GLOSSARY OF KEY WORDS AND TERMS
SCHEDULE 15

To be incorporated using Appendix D

Appendix C Facility Staff Information

To be provided after Proposal Phase

Appendix D Glossary of Words and Terms

APPENDIX D

GLOSSARY OF WORDS AND TERMS

"Agreement" means the Agreement for the operations, maintenance, and management of the PWSB 's Water Treatment Facility, including Schedules, to be executed between the PWSB and Company.

"Agreement Date" means the date of the Agreement as executed by the parties.

"Agreement Term" means the duration (10 years) of the Agreement, unless the PWSB elects to exercise an extension as set forth in the RFP.

"Agreement Term Sheet" means the Agreement principles set forth in this RFP, upon which the Agreement will be based.

"Applicable Law" means any law, rule, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by any governmental body having jurisdiction, applicable from time to time to the siting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance or repair of the Facility, the delivery, treatment or storage of water, the transfer, handling, transportation or disposal of residue or any other transaction or matter contemplated hereby including, without limitation, any of the foregoing which pertain to water.

"A WWA Standard" means those standards recognized and adopted by the American Water Works Association (AWWA) establishing quality and performance levels for water treatment facility and water utility system design, construction, operation, maintenance, training, safety, and management.

"Capital Improvement" means additions and improvements to the Facility that are made to modify or replace existing Equipment or facilities, or the construction of new facilities in order to improve performance, aesthetics, long-term capital conditions, or other aspects of such equipment or facilities not generally associated with on-going maintenance or renewal and replacement. Capital Improvements include capital projects to increase system capacity, enhance

treatment capabilities including but not limited to those required to meet revised regulatory requirements, and major maintenance activities designed to significantly extend or recover the useful life of Equipment beyond the normal or anticipated remaining useful life.

"Change in Law" means (a) the enactment, adoption, promulgation, modification or repeal after the Agreement Date of any federal, State, or local law, ordinance, code, rule, regulation or other similar legislation or the change in interpretation after the Agreement Date, of any federal, State, or local law, ordinance, code, rule, regulation, official permit, license or approval by any regulatory or judicial entity having jurisdiction with respect to the operation or maintenance of the Facility, or (b) the imposition, after the Agreement Date, of any material conditions on the issuance, modification or renewal of any official permit, license or approval necessary for the operation and maintenance of the Facility, which, in either case, modifies the Company's guarantees of Facility performance or increases the Service Fee by establishing requirements with respect to the operation or maintenance of the Facility which are materially more burdensome than the most stringent requirements:

- (i) in effect on the Agreement Date,
- (ii) agreed to by the City in any applications for official permits, licenses or approvals for the Facility, other than any requirements set forth in said applications to comply with future laws, ordinances, codes, rules, regulations or similar legislation, or
- (iii) in the performance standards and guarantees in Schedule 1 and operation and maintenance standards in Schedule 2.

For purposes of part (a) of this definition, no enactment, adoption, promulgation or modification of laws, ordinances, codes, rules, regulations or similar requirement or enforcement policy with respect to any such requirement shall be considered a Change in Law if, as of the Agreement Date, such law, ordinance, code, rule, regulation or other similar requirement would have affected directly the continued management, operation and maintenance of the Facility by the PWSB after the Commencement Date in the absence of this Agreement and either such law, ordinance, code, rule, regulation or other similar requirement was either officially proposed by the responsible agency and published in final form in the Federal Register or equivalent federal, State or local publication and thereafter becomes effective without further action or enacted into law or promulgated by the appropriate federal, State or local body before the Agreement Date, and the comment period

with respect to which expired on or before the Agreement Date and any required hearings concluded on or before the Agreement Date in accordance with applicable administrative procedures and which thereafter becomes effective without further action. In no event shall a change in any federal, State or local tax law be considered a Change in Law.

"City" means the City of Pawtucket, Rhode Island.

"Commencement Date" means the date the PWSB gives the Company notice pursuant to the terms of the Agreement to commence its performance of the Services in accordance with the Agreement, anticipated to be August 15, 2024.

"Company" means __ [PROJECT COMPANY], a corporation organized and existing under the laws of _____[STATE], and its permitted successors and assigns with whom the PWSB has awarded the Agreement.

"Distribution System" means any water collection, conveyance, or transmission piping, conduits, or underground electrical wiring not within the confines of the Facility or any pump station or siphon.

"EPA" means the United States Environmental Protection Agency or any successor.

"Equipment" means all vehicles, machinery, structures, components, parts and materials located at the Facility which are utilized in the operation, maintenance, and management of the Facility.

"Facility" means the PWSB Water Treatment Facility, including but not limited to, all treatment processes, disposal facilities, laboratory, pump stations, discharge facilities, and fixtures, equipment, tools, and other property stored on or constituting the water plant, pump stations, aeration system, well fields, intake structure, and associated site properties.

"Pass Through Cost" means the component of the Service Fee calculated pursuant to the Agreement. Such costs will be paid on a monthly basis and include the cost for a performance bond, insurance, carbon replacement and electricity.

Price Adjustment Index means the index described on Proposal Form 4 of the RFP.

"Proposal" means the proposal submitted with all of the information requested, without alteration, and including costs or fees (in dollars) associated with the project, in response to this RFP.

"Proposer" means the entity submitting a Proposal to the PWSB in response to the RFP.

"Purchasing Agent" means the Purchasing Director of the City of Pawtucket Purchasing Board.

"PWSB" means the Pawtucket Water Supply Board.

"RFP" means Request for Proposals for Operations, Maintenance, and Management of PWSB's Water Treatment Facility.

"Residuals" means any liquid, semisolid or solid material resulting from the water treatment process at the Facility.

"RIDEM" means the Rhode Island Department of Environmental Management or its successor.

"RIDOH" means the Rhode Island Department of Health or its successor.

"RIPUC" means the Rhode Island Public Utilities Commission or its successor.

"RIWRB" means the Rhode Island Water Resources Board or its successor.

"Schedule(s)" mean the schedules attached to the Agreement, which together constitute the entire Agreement with respect to the operations, maintenance and management of the Facility.

"Selected Proposer" means the Proposer determined to have the lowest qualified and evaluated bid price with which the PWSB elects to enter into negotiations.

"Service Fee" means the annual amount payable to the Company by the PWSB for the Services provided under the Agreement as outlined in the Agreement Term Sheet.

"Service Territory" means the City of Pawtucket, City of Central Falls, Town of Cumberland, and all other territories in which customers are served by the Facility during the Agreement Term.

"Services" means the operations, maintenance, and management of the Facility in accordance with the terms and provisions of the Agreement.

"State" means the State of Rhode Island and all of its relevant administrative, contracting and regulatory agencies and offices.

"Uncontrollable Circumstance(s)" means any act, event or condition to the extent that it impacts the cost of performance of or materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition, in light of the circumstances known or reasonably believed to exist at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as a willful or negligent act, error or omission or a lack of reasonable diligence of either party.

- (a) **Inclusions.** Subject to the foregoing, such acts, events, or conditions may include, but shall not be limited to, the following:
 - (1) an act of God, landslide, earthquake, fire, flood or other natural disasters, but not including reasonably anticipated weather conditions for the geographic area of the Facility as of the Agreement Date;
 - (2) a Change in Law;
 - (3) explosion, sabotage, acts of a declared public enemy, terrorism or riot;
 - (4) the failure of any appropriate governmental agency or private utility to provide and maintain utilities (excluding reasonably anticipated power outages);
 - (5) the preemption, confiscation, diversion, destruction, or other interference in possession or performance of materials or services by, on behalf of, or with authority of a governmental body in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action of any portion of the Facility.
- (b) **Exclusions.** None of the following acts, events, or conditions shall constitute Uncontrollable Circumstances:

- (1) general economic conditions, interest or inflation rate fluctuations, commodity prices or changes in prices, or currency or exchange rate fluctuations;
- (2) changes in the financial condition of the PWSB, the Company, the Project Guarantor, or any of their affiliates or subcontractors;
- (3) union work rules which increase the Company's operating cost for the Facility;
- (4) any impact of prevailing wage laws on the Company's costs;
- (5) the consequence of Company error, including any errors of Company affiliates or subcontractors;
- (6) failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the dates agreed to;
- (7) strikes, work stoppages or labor disputes;
- (8) equipment failure (unless caused by an Uncontrollable Circumstance);
- (9) failure of the Company to secure licenses, permits or other approvals;
- (10) the outbreak of COVID-19 or any other pandemic, epidemic or public health emergency; and
- (11) litigation against the Company, its affiliates or subcontractors.

"Utilities" means any and all utility services and installations whatsoever (including gas, heating, fuel oil, water, sewer, electricity, telephone, and telecommunications), and all piping, wiring, conduit, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

Appendix E Insurance Requirements

Insurance Requirements

The Company shall procure and maintain the following:

6.1 WORKERS' COMPENSATION

Statutory benefits as defined by Rhode Island statutes encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees regardless of number of employees. Individual employees may be exempted per State Law. Employers' Liability coverage will have minimum limits for bodily injury by accident of \$1,000,000 per accident and for bodily injury by disease with a \$1,000,000 policy limit and \$1,000,000 per employee.

6.2 COMMERCIAL GENERAL LIABILITY

Coverage shall apply to premises and/or operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of \$10,000,000 per occurrence, and \$20,000,000 aggregate. Coverage shall include premises-operations, blanket contractual, products and completed operations, personal injury and advertising injury, host liquor liability, explosion, collapse, underground hazards, broad form property damage including completed operations, fire damage, legal, and independent contractor's coverages. The required limits can be satisfied by a combination of general liability and umbrella/excess policies.

6.3 COMMERCIAL AUTOMOBILE LIABILITY

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles with minimum limits of \$1,000,000 CSL (combined single limit) for bodily injury and property damage.

6.4 CONTRACTOR'S POLLUTION LIABILITY

Contractor's Pollution liability insurance with limits of \$5,000,000 per loss and an annual aggregate limit of \$8,000,000. Such coverage shall include coverage for bodily injury sustained

(including death); property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs and the loss of use of tangible property that has not been physically injured or destroyed; defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims; and losses that arise from the Company's operations. Coverage shall apply to sudden and accidental non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury and property damage.

6.5 BUSINESS INTERRUPTION

At any time the City procures Property Insurance through the Company pursuant to Section 6.6 below, the Company shall also maintain business interruption and extra expense insurance in an amount equal to the annual Service Fee and loss of income and other expenses, for twelve months, subject to a deductible waiting period of 90 days. Such coverage shall be for the total or partial suspension of, or interruption in, the operation of the System caused by loss or damage to or destruction of any part of the System as a result of earthquake, flood and all other perils.

6.6 PROPERTY

The City retains the option, at any time, to procure property insurance independently or through the Company, in either case at the expense of the City. In the event that the City procures property insurance independently, the City shall procure and maintain fire, property, and boiler and machinery insurance, on a Special Risk of Loss basis (formerly referred to as "all risk") (the "Property Insurance") on the Facility (excluding pipelines at the City's option), in amounts equal to 100% of the value of their repair or replacement cost. The City agrees to waive subrogation on behalf of itself and

its insurance carrier, the R.I. Interlocal Risk Management Trust (the "Trust"), to the benefit of the Company, with respect to the Property Insurance; provided, however, that if in any five-year period the City has either (a) more than three claims against its property insurance policy or (b) more or less than three (3) claims against its property insurance policy but the claim(s) in aggregate exceed One Hundred Thousand Dollars (\$100,000), in either case arising from the negligence or other fault of the Company and the loss, damage or destruction is not reimbursed by the Company to the extent of the Company's negligence or other fault, then the City may, on written notice to the Company, discontinue providing the waiver of subrogation for future claims. It is understood that the Company may at its discretion elect to repair such damages at its own cost and expense. Without limiting the City's rights under any other section of this Agreement, provided that the Company undertakes such repairs promptly at its own expense, such damages shall not be counted as claims against the City's property insurance policies for purposes of discontinuing the waiver of subrogation.

All such Property Insurance policies obtained shall be subject to normal exclusions relating to nuclear risks, war risks and such perils as are generally imposed by insurers for similar properties. Upon payment by the Trust of any claim under the City's property insurance policy arising from negligence or other fault of the Company, the Company shall pay the City an amount equal to the lesser of \$25,000 or the amount of the loss.

6.7 CERTIFICATE OF INSURANCE; ENDORSEMENT

The City shall be included as a certificate holder and additional insured with respect to all types of insurance except for Workers' Compensation & Employers' Liability and Professional Liability. A certificate evidencing coverage under the relevant insurance policies (or policies themselves) shall be provided to and approved by the City not later than thirty (30) days prior to the Commencement Date or, in the case of a renewal, as reasonably provided by the insurer. Company

shall provide City with at least thirty (30) days' notice if policies are canceled, not renewed or being reduced in coverage amount or scope, except that only ten (10) days' notice shall be provided for non-payment of premium.

6.8 NON-RECOURSE

All insurance policies shall provide that the insurers shall have no recourse against the additional insureds and loss payees for payment of any premium, loss or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies.

6.9 SUBCONTRACTORS

The Company shall be responsible for ensuring that all Subcontractors of the Company secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties as required by the laws of the State in connection with their presence and the performance of their duties pursuant to the Agreement.

6.10 INSURERS

The Company shall obtain the insurance set forth herein with insurance companies that carry a minimum of a Best's "A-" equivalent rating. In addition, insurance may not be obtained or maintained with insurers prohibited from conducting business in the State or with so-called "non-admitted," "non-participating" or "surplus" insurers with the State.

Appendix F Site Visit Waiver Form

Waiver Agreement

Pawtucket Water Supply Board

Water Treatment Plant and Related Facilities

The undersigned, while visiting any water facility or location owned or operated by the Pawtucket Water Supply Board (the "PWSB") agrees to abide by all rules and safety requirements for the facilities and assumes all risks arising from or related to his/her being on the sites.

Furthermore, the undersigned, hereby waives and releases the PWSB, Veolia Inc. and any other owners of the sites as well as their employees and agents from any and all claims and causes of action against the owner, employees and agents from any damage of injury to the person or property of the undersigned alleged to have been caused by any omissions of the owner, employees and agents.

Finally, the undersigned assumes full responsibility for any damage it may cause during its inspection of any of the noted sites.

This release and waiver shall be completed each day that a person is visiting the LWSC facilities and shall apply at all times that the undersigned is on the noted sites.

Date: _____

Signature: _____

Title: _____