

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Proposals (RFP) for the City of Chattanooga

Proposals will be received at 101 East 11th Street, Suite G13, Chattanooga, TN 37402 until 4:00 P.M., on March 31, 2017

Requisition No.: 150327

Department.: Waste Resources

Buyer & e-mail: Geoffrey Hipp ghipp@chattanooga.gov

Project: Flow and Rain Gauge Monitoring Services

*****PROPOSALS MUST BE RECEIVED BY*****

4:00 P.M., Eastern on March 31, 2017

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

**The City's Standard Terms and Conditions may be found on website:
(www.chattanooga.gov/purchasing/standard-terms-and-conditions)**

Note: ALL PROPOSALS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

Request for Proposal

FLOW AND RAIN GAUGE MONITORING SERVICES

City of Chattanooga, TN

February, 2017



Section 1

Introduction

**REQUEST FOR PROPOSAL
FLOW AND RAIN GAUGE MONITORING SERVICES
WASTE RESOURCES DIVISION
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CITY OF CHATTANOOGA, TENNESSEE**

February, 2017

1.0 INTRODUCTION

1.1 BACKGROUND

A. GENERAL

The City of Chattanooga (City) is requesting proposals (RFP) from qualified firms for the purpose of selecting a company to supply the contract flow and rain gauge monitoring services as described in the RFP for the Interceptor Sewer System, Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405.

B. CURRENT PRACTICES

The Interceptor Sewer System (ISS) consists of 1250+/- miles of sewers ranging from six (6) to 84 inches in diameter. The materials of construction are PVC, brick, clay, and reinforced concrete. There are approximately 29,000 manholes that are of reinforced concrete and/or brick construction. There are 72 pump stations ranging in size from 25 GPM to 130 MGD. The ISS also includes eight (8) CSO treatment facilities, and the 140 MGD Moccasin Bend WWTP.

The City's flow monitoring network currently consists of 102 rented ADS flow meters, 13 city-owned rain gauges, and three (3) permanent city-owned effluent monitors installed in the treatment plant's outfall lines.

There are 15 flow meters of the total 102 meters at permanent billing sites, as well as three meters on the treatment plant effluent outfall lines, that are not subject to relocation. The remaining flow metering sites will be subject to relocation under the terms of this RFP.

The flow and rainfall monitoring network is utilized to provide flow information for efficient management of the City's collection system including billing to contributing agencies, long-term trending of system performance, and system modeling.

1.2 PURPOSE OF RFP

A. GENERAL

This RFP results from the City's desire to provide a cost-effective solution for the data collection and management of its flow monitoring program.

All services specified in the RFP shall be full service and shall be provided by the Proposer.

B. OBJECTIVE OF RFP

It is the objective of the City to evaluate various flow and rain gauge monitoring companies and select one that meets the needs of the City and regulatory agencies.

Section 2

Instructions to Proposers

2.0 INSTRUCTIONS TO PROPOSERS

2.1 INTRODUCTION

The purpose of this section is to inform prospective Proposers of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times and places as they pertain to this RFP.

2.2 ISSUING OFFICE

This RFP shall be governed by the laws of the State of Tennessee and is issued for the City of Chattanooga by the Purchasing Division.

2.3 RESPONSE DATE

All proposals shall be submitted no later than **4:00 p.m. Eastern on Friday, March 31, 2017** to the attention of:

**City of Chattanooga Purchasing
Attn: Geoffrey Hipp, Buyer
101 East 11th Street
Suite G13
Chattanooga, TN 37402**

Sealed proposals to be considered shall arrive at the Issuing Office on or before the time and date referenced above.

2.4 PROPOSAL FORMAT

A. QUANTITY AND FORMAT

Proposer shall submit seven (7) hard copies of the proposal and one (1) electronic copy in MS Word or .pdf format on a flash drive. All Proposals shall be submitted in a sealed envelope or box marked **"Proposal for FLOW AND RAIN GAUGE MONITORING SERVICES, WASTE RESOURCES DIVISION, MOCCASIN BEND WASTEWATER TREATMENT PLANT, CITY OF CHATTANOOGA, TN"**. The original and copies of the Proposal shall be indexed with tabs for each section of the Proposal and shall follow the content outline in Section 3.

B. DETAILED TECHNICAL PROPOSALS

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of this RFP.

Copies of typical charts, hydrographs, tabulations and reports from projects of similar scope and complexity shall be included. Any deviations from the specifications shall be noted.

C. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the Proposal.

D. PROPOSER-SUPPLIED MATERIALS

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature shall be so marked.

E. INCURRING COSTS

The City shall not be liable for any cost incurred by the Proposer prior to the issuance of a contract purchase agreement for the proposed flow monitoring system and will not pay for information solicited or obtained.

F. ECONOMY OF PREPARATION

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise description of the flow and rain gauge monitoring services proposal. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis shall be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

2.5 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn at any time up until the date and time set above for opening of proposals. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to provide the services set forth in the proposal or until one of the Proposals has been accepted and a contract has been executed between the City and the successful Proposer.

2.6 RESERVATION OF CITY RIGHTS

- A.** The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.
- B.** The City reserves the right to negotiate this contract for work covered by this RFP with the next most qualified finalist if the successful finalist does not execute a contract within 15 days after submission of a contract by the City. The City

reserves the right to negotiate all elements of the selected Proposal.

- C. The City reserves the right, after opening Proposals or at any other point during the selection process, to reject any or all Proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the Proposal that, in the City's sole judgment, is in its best interest.
- D. The Proposer shall comply with the rules and conditions found in the City of Chattanooga Purchasing Department's "General Conditions and Instructions to Bidders" which are a part of this RFP for the equipment or the services specified herein.

2.7 ADDITIONAL REQUESTS FOR INFORMATION

Requests for information or clarification will be accepted until 4:00 PM on March 13, 2017 and shall be sent to:

**City of Chattanooga Purchasing
Attn: Geoffrey Hipp, Buyer
101 East 11th Street
Suite G13
Chattanooga, TN 37402
or
e-mail: ghipp@chattanooga.gov**

The City specifically requests that any contact concerning this RFP be made exclusively with the Buyer until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

Section 3

Proposal Contents

3 GENERAL INFORMATION

The Proposer shall provide the following general information:

- A.** Identify name, addresses (regular mail and e-mail), telephone, and facsimile numbers of the Proposer and the principal contact person, along with a cover letter signed by an appropriate Officer of the Proposing entity.
- B.** Identify the type of firm or organization, and describe the entity that will serve as the contracting party.
- C.** Provide the history, ownership, organization, and background of the Proposer.

3.1 QUALIFICATIONS AND EXPERIENCE

The Proposer shall provide the following regarding technical qualifications and experience dealing with wastewater flow monitoring systems:

A. GENERAL EXPERIENCE

The Proposer shall provide a summary of the experience of the Proposer's Project Team working together on or with flow monitoring service projects.

B. DESIGN EXPERIENCE

If applicable, the Proposer shall provide a summary of the engineering and design experience of the Project Team working together for the development and implementation of flow monitoring service projects.

The information submitted shall demonstrate experience with project design and any software development as reflected on completed projects.

C. REGULATORY COMPLIANCE AND PERMITTING EXPERIENCE

The Proposer shall provide a summary of the experience of the Project Team working together with regulatory compliance of flow monitoring service projects.

D. PROJECT TEAM MEMBERS EXPERIENCE

The Proposer shall submit resumes of the proposed Project Managers, Field Managers and Crews, Data Analysts, Engineers, Instrument Technicians and other key personnel currently in his/her employ who would perform the proposed work. Each resume shall reflect the competency of staff for this permanent network project, noting past experience with flow monitoring and rain gauge projects of similar size, scope and complexity.

E. PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

1. The Proposer shall demonstrate qualifications by providing references of a minimum of three (3) long-term flow monitoring projects where the provider has maintained permanent flow and rainfall monitoring networks, preferably of similar size and magnitude of the City's project.
2. The Proposer shall provide at least three (3) references of projects where a minimum of 98% system-wide uptime was achieved and maintained, preferably of similar size and magnitude of the City's project. This uptime shall be verifiable by the referenced owner's representative listed in the reference section.
3. For each project submitted as a reference, the Proposer shall list the number of units, the year the contract began and the current status (active, partially active, or inactive).
4. The Proposer's references shall consist of names, titles, addresses, and telephone numbers of individuals who have direct knowledge of how the Proposer performed the operation and maintenance of the flow and rainfall monitoring equipment similar to the models to be installed in the City's system. Monthly and annual uptime shall be shown for each referenced project. The City will verify each of the references including the uptime for each project.

F. OTHER EXPERIENCE AND QUALIFICATIONS

1. QUALITY MANAGEMENT SYSTEM

The Proposer shall maintain the existing flow and rainfall monitoring network according to a documented Quality Management System of procedures and work instructions.

2. EQUIPMENT INSTALLATION AND MAINTENANCE PROCEDURES

The Proposer shall provide evidence that they maintain and enforce quality processes and safety standards for all field service work.

3. DATA ANALYSIS PROCEDURES

The Proposer shall provide evidence that they maintain and enforce a quality process for ensuring data integrity in all data analyses.

4. CUSTOMER SERVICE/SUPPORT

The Proposer shall provide evidence that they maintain and enforce a quality process for handling customer service, problem resolution, and feedback.

5. AVAILABILITY OF PARTS, WARRANTIES, AND SERVICE

If the Proposer is not the manufacturer of the equipment, then the Proposer shall provide a letter or other proof of ability to obtain the parts from the equipment manufacturer of the hardware to be utilized in maintaining the network. The Proposer shall be responsible for providing all equipment and materials necessary to perform the work specified.

6. TRAINING AND LABOR AVAILABILITY

The Proposer shall provide evidence of availability and training of labor and services required to properly install and place into operation the integrated sewer flow monitoring network, including:

- a. Evidence of being able to supply the services of factory-trained service and installation personnel to troubleshoot and maintain the equipment.
- b. Evidence of qualifications for personnel who shall install all components of the flow and rainfall monitoring network and perform all electronic, electrical, start-up, and field optimization procedures required to place the complete system in fully acceptable operation. This experience shall be documented in similarly sized networks with similar technical requirements while maintaining system uptimes greater than 95%, preferably 98% or better.

3.2 PROPOSAL SCOPE OF WORK

A. GENERAL SCOPE OF WORK

1. Proposer shall provide all labor, benefits, equipment, materials, insurance, transportation, and other related services required in connection with providing flow and rain gauge monitoring services.
2. Proposer shall obtain all necessary flow and rainfall monitoring service data requirements from all federal, state, and local regulatory agencies related to the flow monitoring services for the City's collection system.
3. Proposer shall format all reports and certifications as required by all applicable EPA and/or State regulations and guidelines regarding flow monitoring services.
4. All services provided by the Proposer shall be completed in a good and workmanlike manner. All services provided by the Proposer shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA and any similar federal, state, and local laws or regulations applicable to the Proposer or to the services described herein.

5. The Proposer's personnel shall comply with all City, Waste Resources Division and Moccasin Bend WWTP work rules and regulations when on site.
6. The services furnished by the Proposer shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Proposer.

B. SPECIFIC SCOPE OF WORK

1. OPERATION AND MAINTENANCE SERVICES

- a. The Proposer shall provide field personnel trained and certified to operate and maintain the specified flow and rainfall monitoring and related equipment.
- b. The Proposer shall provide all spare parts at the Proposer's expense and shall be included in their flat fee to maintain the flow monitoring and rain gauge equipment. The Proposer shall provide and maintain an inventory of spare parts.
- c. The Proposer shall supply new spare parts from the equipment manufacturer to be utilized to service and maintain the flow monitoring and rain gauge equipment. Previously used or refurbished parts shall not be acceptable; all parts must be new and purchased directly from the equipment manufacturer.
- d. The Proposer shall have the capability to purchase and maintain an adequate supply of spare parts for the City's flow monitoring and rain gauge equipment.
- e. The Proposer shall have the capability to remove, reinstall, reactivate, and confirm flow monitors and rain gauges at hydraulically suitable sites to support the objectives of the City's flow monitoring goals and objectives.
- f. The Proposer shall have the capability and financial resources to acquire and place in service new flow monitors and/or rain gauges as directed by the City in a timely fashion. The Proposer shall have the capability to respond within 24 hours to uninstall/reinstall flow monitors already in service due to commencement/completion of maintenance or rehabilitation services that would affect the integrity of the monitor hardware and/or the accuracy of its measurements.
- g. The Proposer shall provide comprehensive maintenance services for the flow monitors, sensors, telemetry and software. The maintenance period shall run concurrently with the data analysis period.
- h. The Proposer shall maintain all of the current features and functions of the City's flow monitoring and rain gauge network, including the capability to vary the monitoring interval from fifteen minutes to five minutes or to whatever interval is

required to provide adequate data depending on the nature of any given monitoring site.

- i. The Proposer shall describe how it will support monitor firmware to include maintaining advanced algorithms for learning flow hydraulic patterns at each site and provide upgrades and maintenance releases that may be issued by the manufacturer during the Contract.
- j. Maintenance services shall consist of scheduled preventative maintenance and repair services, including all parts and labor required to keep the hardware, software, and system performance in compliance within these specifications.
- k. The Proposer shall submit a monthly report to the City detailing all maintenance provided on the flow and rain gauge monitoring system during the previous month. This report shall include problems encountered, service required, component replacements, monitor and sensor downtime, and other related pertinent information.
- l. The Proposer shall conduct calibrations on the three plant effluent outfall monitors, and the fifteen (15) billing meters on a quarterly basis and shall deliver the certified calibration reports to the City's designated representative within three (3) business days of the onsite performance of the calibrations.

2. DATA REVIEW AND MANAGEMENT

- a. The Proposer shall be responsible for collecting data from flow monitor and rain gauges at least three (3) times per week.
- b. The Proposer shall review the collected data using data management software within 12 hours of the data collection.
- c. The Proposer shall assign certified and trained data analysts to this project. An outline of the curriculum of the training program and dates of completion for each data analyst provided by the Proposer shall be submitted.
- d. The Proposer shall analyze, on a monthly basis for each monitoring station, the data patterns in both the hydrograph and the scattergraph formats to determine if the patterns are consistent with functioning equipment and current hydraulics.
- e. The Proposer shall describe in detail how it will ensure the flow monitors are reading accurately relative to field measurements. This shall include the recommended frequency and procedure for site confirmations at each flow monitoring site.

- f. During the weekly data review, the Proposer shall determine whether each site is malfunctioning and proactively review each site for potential downtime (battery voltage, etc.).
- g. On a weekly basis, based on the data review, the Proposer shall prepare a list of sites requiring field service.
- h. The Proposer shall be responsible for the completion of the field service work indicated on the list and maintaining a Field Service Database of all field service work. All sites shall be repaired within three (3) days from the discovery of a malfunction.
- i. The Proposer shall create and maintain an archive of all data entities prior to any editing being performed.

3. DATA EDITING

- a. The Proposer shall describe the techniques used to identify and remedy outliers and/or missing data.
- b. The Proposer shall describe the techniques used to confirm the depth and average velocity of each site using independent measurement technologies.
- c. The Proposer shall describe the techniques used to correlate flows of each monitor to its upstream monitoring locations and what methods, if any, the Proposer uses to analyze the net flows between monitors. This includes, but is not limited to, flow balancing during dry weather periods to ensure each sub-basin (monitoring area) has a positive flow contribution.
- d. The Proposer shall determine silt levels and enter/confirm them in the database.

4. SELECTION OF FINAL FLOW EQUATIONS

- a. The Proposer shall use the continuity equation to calculate flow quantities.
- b. The Manning formula may be used to estimate flow quantities only when the continuity equation cannot be applied due to faulty velocity data and when free flow conditions exist. The Manning's quantity shall be reconciled to continuity quantity both before and after the period of faulty velocity data.
- c. The Proposer shall generate a monthly final report of the data. Within 30 days of the end of each monthly monitoring period, the City will receive one electronic copy of the following: Site commentaries, hydrograph plots of quantity versus rainfall, scattergraphs of depth versus velocity, and long tables of the final data.

- d. The Proposer shall generate a separate monthly report to the City's specification that the City can use to bill other agencies contributing flow to the City's collection system, primarily consisting of aggregate daily data from each of the billing sites, but also making available upon request detailed data from any billing site at its shortest measurement interval (five or fifteen minutes). This report is due within ten (10) days of the end of each monthly monitoring period.

5. DATA UPTIME

- a. The Proposer shall operate and maintain the flow and rain gauge monitoring system such that the achieved uptime of the system is maintained at a minimum of 98%, especially during wet weather events. Uptime shall be defined as the availability of flow quantity (Q) for the entire system-wide monitoring network (all flow monitoring sites).
- b. The Proposer shall deliver a monthly Uptime report with its monthly final report.
- c. The penalty for noncompliance with the Uptime requirements of the system shall be as follows:
 - 1. The City desires to achieve a system-wide Uptime of 98% or greater for the duration of service. The Proposer shall be penalized where the total system-wide Uptime falls below 95%. The rate shall be calculated at 1% of the monthly bill for each percentage point of Uptime below 95% for the entire network.
 - 2. The City understands that certain events outside of the control of the Proposer, such as those incurred by acts of God, may prevent the Service Provider from achieving the specified Uptime. Penalties shall not be applied in these cases.

6. REAL TIME SYSTEM CAPABILITIES

- a. The Proposer shall be able to provide a system that shall grant the City real time access to the flow monitors and rain gauges via the internet without the use of software that must be loaded on to a desktop or laptop so as to allow access from locations that may only have an internet connection.
- b. The Proposer shall host the system on servers that are kept secure, shall have direct access to the internet backbone for best possible connectivity and speed, and shall have power/battery backup and fire suppression systems to protect the City's data.
- c. Real time access shall give the City the ability to automatically collect the data from the network of flow monitors and rain gauges, receive alarms, escalate those alarms, plot the data, export the data, and view the location and

connectivity of sites on a system GIS based map. These functionalities are further described as:

1. The system shall automatically collect data from the flow monitors and rain gauges equipped with wireless telemetry at preprogrammed times.
2. The system shall provide on demand collects of the data by clicking on a system on-screen link or button. The system shall then collect the data, shall update the web-hosted screens and shall make the data available for use by the City.
3. The system shall allow the City to receive alarms from the network for preprogrammed conditions as defined by the owner on a site-by-site basis such as:

- **High Depth Alarm**

When the monitor measured depth exceeds a user defined threshold, the monitor shall call into the system and the system shall collect the most current site data for use by the City over the web-hosted application.

- **High – High Depth Alarm**

When the monitor measured depth exceeds a second user defined threshold, the monitor shall call into the system and the system shall collect the most current site data for use by the City over the web-hosted application.

- **Loss of Flow Alarm**

Meters shall have the ability to learn the site-specific hydraulic pattern. Dynamic thresholds can be set in the monitors that when exceeded shall cause the monitor to alert the system. The system shall receive this alarm and automatically collect the most current site data for use by the City over the web-hosted application.

- **Rain Alarms**

The system shall accept rain total and intensity alarms that can be preprogrammed into the rain gauges. The system shall receive these alarms and automatically collect the most current site data for use by the City over the web-hosted application.

- **Escalation of Alarms**

The system shall display the alarms via the web-hosted interface and allow for City definable escalation of the alarms to users via e-mail, text message or telephone call.

4. The system shall store all collected data and alarms in an SQL database that shall be automatically backed up periodically by the Proposer to prevent loss of the data.
5. The system shall make that data available over the internet for the City to see alarms and dynamically plot hydrographs, scattergraphs and tables for data entities and time frames selected by the City.
6. These plots, graphs and tables shall be readily exportable for use in documents or spreadsheets including e-mails and Microsoft™ Office Suite products.
7. The system shall provide an interactive GIS style interface for the City to see the location, connectivity and status of flow monitor and rain gauge sites.
 - d. The Proposer shall maintain and host the system for the City and make it available via the internet, kept secure by the use of a user ID and password for each user authorized by the City.
 - e. The user ID and password shall provide the authorized user permission to access only the functionality or parts of the system authorized by the City. These permission levels shall vary per user.
 - f. The Proposer shall provide any updates to the system automatically as they become available.

7. DATA ANALYSIS

- a. The Proposer shall provide for identification and editing of data irregularities.
- b. The Proposer shall identify data that is clearly erroneous.
- c. The Proposer shall provide backup copies of raw flow monitoring data. This data shall be maintained by the Proposer for the duration of the Contract.
- d. The Proposer shall provide a review of the data editing that shall be performed by senior personnel with a minimum of 10 years of data analysis experience.
- e. The Proposer shall perform the data review immediately after each data collection (minimum of three (3) times per week) to ensure that the equipment is operational and functioning properly.

8. FLOW INFORMATION REPORTS

a. BILLING REPORTS

1. The Proposer shall generate a separate monthly report to the City's specification that the City can use to bill regional customers contributing flow to the City's collection system.
2. The Proposer shall submit billing site reports within 10 days of the end of the monthly monitoring period.
3. Billing reports shall consist of finalized aggregate daily flow and rainfall data from each of the billing sites, also making available upon request detailed flow and rainfall data from any billing site at its shortest measurement interval (five or fifteen minutes).

b. MONTHLY REPORTS

1. The Proposer shall submit monthly reports to the City presenting the data collected during each monthly flow and rainfall monitoring period.
2. Monthly reports shall include, but not be limited to:
 - a. Graphical presentations of quantity data versus rainfall for each flow monitoring location including a scattergraph presentation of flow depth and velocity data.
 - b. Tabular summaries of flow depth, velocity, quantity, and associated rainfall data for each flow monitoring location including minimum, average and maximum values for flow depth and quantity data along with flow quantity and rainfall totals for the monthly reporting period.
 - c. Narrative summaries of observed flow conditions at each flow monitoring location.
3. Monthly reports shall be provided to the City no later than 30 days following the conclusion of each month.
4. Monthly reports shall be provided via the internet on a secure and password protected site that shall allow the City to plot and download flow and rain data as needed.
5. Monthly reports shall be provided to the City detailing all maintenance provided on the flow and rain gauge monitoring system during the previous month. This report shall include problems encountered, service required, component replacements, monitor and sensor downtime, and other related pertinent information.

6. The Proposer shall deliver an Uptime report with its monthly final report.

9. COMPREHENSIVE PERFORMANCE REPORTS

- a. The Proposer shall generate an initial Comprehensive Performance Report based on existing data provided by the City.
- b. The initial Comprehensive Performance report based on the existing data shall be due within 45 days of award and presented to the City in a meeting at the City's offices.
- c. The Comprehensive Performance Report shall include, but not be limited to, the following:
 - 1. A detailed site flow assessment for each monitoring site consisting of a site commentary, maximum, minimum and average flow for the period.
 - 2. An inflow and infiltration (I/I) analysis for each monitoring site for notable storms experienced during the data period.
 - 3. A ranking of monitoring sites based on worst-to-best I/I results normalized for basin footage/pipe diameter.
 - 4. A dry/wet weather pipe operational capacity determination with supporting graphs and charts for each monitoring site.
 - 5. The Comprehensive Performance Report shall be performed two (2) times per year with new data from the current monitoring period and presented to the City in a meeting at the City's offices.

10. SOFTWARE

- a. The Proposer shall provide and maintain all software required for the scope of services related to the City's flow monitoring and rain gauge monitoring services.
- b. The Proposer shall demonstrate the software to be used and its compliance with the specifications upon request by the City. The software shall be demonstrated using historical data obtained from flow monitors installed at existing City locations designated by the City. There shall be no reimbursement for the demonstration.
- c. The Proposer shall provide evidence to the City that above software is properly licensed to the Proposer and they are not in violation of any patents, trademarks, or copyrights.

- d. The Proposer shall provide evidence to the City that it maintains a fully staffed Support Center that is accessible to the City during normal business hours of Monday through Friday via a toll-free number.
- e. The Proposer's personnel in the Support Center shall have access to the City's flow monitoring and rain gauge network.
- f. Each of the Proposer's staff members shall be trained to provide the City with quality support for the software applications.
- g. All calls to the Proposer's Support Center shall be tracked, compiled and analyzed for trends in the City's requests.
- h. A log of all calls from the City and the identified problem and resolution shall be submitted to the City on a monthly basis.

3.3 CITY-SUPPLIED SERVICES

The City will provide the following as part of the project:

- a. The City will provide access to its flow monitoring and rain gauge historical records.
- b. The City will provide all of the on-site computer hardware and software operating systems recommended by the proposer to access the flow and rain gauge monitoring system.
- c. The City will provide space onsite for Proposer to perform work, training, and equipment storage.
- d. The City will designate a person to coordinate the specified work with the Proposer.
- e. The City will provide copies of all current and necessary permits from all federal, state, and local regulatory agencies related to the flow and rain gauge monitoring program.
- f. The City will provide the plans of the City's wastewater collection and interceptor sewers as needed by the Proposer to perform the work.

3.4 FINANCIAL RESOURCES

A. GENERAL

The Proposer shall describe its financial condition consistent with the requirements of this section.

B. FINANCIAL

This section shall present the business and financial aspects of the Proposer. The Proposer shall submit sufficient information so that the City can evaluate the Proposer's ability to satisfy the requirements of the RFP.

Specifically, the Proposer shall provide the following information:

1. Full financial statements of all Proposer team members, including the contractor, subcontractors, operators, suppliers, and any other key Proposer team members for the last three (3) years filed with the Securities and Exchange Commission on Form 10-K and all quarterly reports filed on Form 10-Q since the last 10-K was filed. All reports referenced in these filings must also be included.

If Proposer is not required to make such filings with the SEC, the Proposer shall submit:

- a. Audited financial statements for the past three (3) fiscal years, including income statements, balance sheets, and a statement of changes in financial position;
- b. Copies of the latest quarterly financial reports for the past three (3) years;
- c. A statement regarding any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions from the past three (3) years, as well as any disclosure of potential mergers or acquisitions.

The City may request additional financial information from the Subcontractors.

2. All direct or indirect fixed or contingent liabilities, bankruptcies and litigation involving the Proposer, its parent corporations, affiliates and subsidiaries.
3. The Proposer's credit ratings by Moody's Investor's Service, Standard & Poor's Corporation, Fitch IBCA, or Duff & Phillips.

C. PERFORMANCE BOND

The City requires that the Proposer secure the performance of its obligations under the RFP through a Performance Bond from a financial institution (Issuer) acceptable to the City. The Proposer shall provide a Performance Bond in an amount equal to five hundred thousand dollars (\$500,000.00).

The Performance Bond shall secure the performance of the Proposer's obligations through the Startup and secure the Proposer's obligations during ongoing operations. The Performance Bond shall be in place for the duration of the Contract.

The Proposer shall propose an Issuer to the City for its approval and shall provide the City with appropriate documentation concerning the Issuer to enable the City to evaluate the financial resources of the Issuer. The City will perform an independent evaluation to determine the acceptability of Proposer's Issuer. At a minimum, both Moody's and Standard and Poor's as either AA for foreign banks or AA-minus for domestic banks must rate the long-term debt of the Issuer proposed by the Proposer. In the event the Proposer elects a foreign bank, the bank shall have offices located in the U.S.A. to conduct the Proposer's business pertaining to this transaction.

With its Submittal, the Proposer is required to provide the following information:

1. Name of bank or financial institution that will be issuing the Performance Bond.
2. Long-term debt of the Issuer as provided by Moody's and Standard and Poor's.
3. Financial statements of Issuer.
4. Written statement from Issuer that issuer will honor the Performance Bond set forth in the RFP.
5. Any material deviations to the terms of the Performance Bond set forth in the RFP.

3.5 TERMS AND CONDITIONS

These terms and conditions shall apply to all parts of the RFP described herein.

- A. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
- B. Representatives of the City, EPA, and State shall have access at reasonable times to the site(s) of the Proposer's operations for the purposes of conducting inspections, taking samples or reviewing or copying records related to the flow and rain gauge monitoring operations.

- C. All records and documentation pertaining to the flow and rain gauge monitoring operations shall be maintained for a period of five (5) years following expiration or termination of the contract.
- D. The Proposer shall comply with rules and conditions found in the City of Chattanooga Purchasing Department's "General Conditions and Instruction to Bidders" that are a part of the RFP for the equipment or services specified herein.
- E. The Proposer shall not transfer or assign any interest in the flow and rain gauge monitoring operations Contract to another party or person without the prior written consent of the City.
- F. The Proposer shall indemnify, defend, and save harmless the City, its elected officials, managers, employees, and agents from and against all claims, suits, actions, orders, judgments, penalties, or decrees entered by reason of or as a result of the Proposer's negligence in the performance of the work under this Contract. Indemnification shall extend to indirect, consequential, and pollution damages as well as attorney's fees.
- G. During the term of the contract, the Proposer shall maintain in force the following minimum amounts of insurance coverage:

COVERAGES

LIMITS OF LIABILITY

Workman's Compensation Employer's Liability	Statutory \$750,000	
Bodily Injury Liability Except Automobile	\$750,000 \$1,500,000	each occurrence aggregate
Property Damage Liability Except Automobile	\$750,000 \$750,000	each occurrence aggregate
Automobile Bodily Injury Liability	\$750,000 \$1,500,000	each person each occurrence
Automobile Property Damage Excess Umbrella Liability	\$750,000 \$3,000,000	each occurrence each occurrence

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. The City shall be named as additional insured on the above policies.

The City shall be notified by the Proposer at least 30 days in advance of any cancellation of insurance, changes in insurance carriers or any actions relative the above in insurance requirements.

H. The contemplated term of the contract is outlined in **Section 3.7; Length of Contract**. Actual term will be negotiated with the successful Proposer. In the event that changes in federal or state laws and regulations require modification of the Contract, the City and Proposer agree to cooperate, as the circumstances require.

I. In the event the Proposer:

1. Fails to initiate services on the date specified or otherwise agreed to;
2. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by this RFP at the specified times;
3. After having begun services, abandons them for any reason;
4. Suspends or refuses to continue services; or
5. Defaults in any manner in the performance under the terms of the Contract for a period of 30 consecutive days (unless the Proposer is prevented from continuing for reasons beyond its control),

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall have interim services completed by another Service Provider in any reasonable manner at the initial Proposer's expense. The City shall have the right to terminate the Contract after giving a 30 day written notice to the Proposer.

J. Any Contract resulting from the acceptance of a Proposal by the City shall be in a form acceptable to the City and shall contain, at a minimum, those terms and conditions contained in this RFP.

3.6 ALTERNATE APPROACHES

The City will not consider any alternatives other than those described in this RFP. The Proposer may suggest minor changes to these alternatives with proper documentation of the reason for the changes.

3.7 LENGTH OF CONTRACT

The flow and rain gauge monitoring operations Contract shall be for a term of two (2) years and contain an option to renew for three (3) additional 1-year terms.

Note: The Proposer shall provide an alternative method(s) to be considered for adjusting the price for performing the services over the life of the contract, if required.

A. PRICING

The Proposer shall provide pricing for the items identified below. The pricing shall include all direct and indirect labor charges, overhead and profit, transportation, equipment and parts, material cost, and all other related fees, charges, and expenses.

No.	Description	Unit	Price
1	Comprehensive Monitoring Network Maintenance Services	Per unit, per month	
2	Flow Meter Installation	Each	
3	Flow Meter Rental	Per unit, per month	
4	Rain Gauge Purchase	Each	
5	Rain Gauge Installation	Each	
6	Site Relocation	Each	
7	Micro Monitor Rental	Per unit, per month	
8	Depth Monitors with Real Time Alarm Capability, Rental	Per unit, per month	
8	Temperature Probe Rental	Per unit, per month	
10	Data Collection and Reporting	Per unit, per month	
11	Data Analysis and Monthly Report	Per unit, per month	
12	Wireless Communication Fee	Per unit, per month	
13	Periodic Comprehensive Reports	Each	

B. PAYMENT

The City will make payment to the Contractor no later than the 30th of the month for the preceding month's services, provided invoices are received by the first day of the month. Payment requests shall be submitted to Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405.

C. ADJUSTMENTS TO PRICE

The Proposer shall provide an alternative method(s) to be considered for adjusting the price on a bi-annual basis for performing the services over the life of the contract, if required.

Section 4

Review and Evaluation of Proposal

4.0 REVIEW AND EVALUATION OF PROPOSAL

4.1 REVIEW COMMITTEE

A committee consisting of individuals selected by the City will receive all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each Proposer's submittal, the City may invite up to three (3) qualified firms for formal presentations. The City reserves the right, however, to invite more or less than this number if the quality of the proposals so merits.

4.3 SELECTION CRITERIA

Selection of Proposers for formal presentations (if any) and one (1) for contract negotiation will be based on an objective evaluation of the following criteria:

1. Technical Performance (25%)

The Proposer's work experience and history of successful completion of projects maintain similar flow monitoring equipment and its record of completing projects within originally allocated time frames and budgets will be considered under this category.

2. Technical Qualifications (25%)

The experience of Proposer's key personnel in successful completion of similar projects will be considered for this category. This includes the degree to which professionals with a broad background in flow monitoring and sewer studies and sewer rehabilitation will be involved in the overall direction of the work. Demonstrated capabilities of the Proposer's field personnel will also be considered under this category.

3. Resources and Capabilities (25%)

The Proposer's resources, capabilities and available equipment to carry out this project, including number and description of personnel, number and description of the equipment, and number and availability of personnel trained in maintenance, data processing, and data analysis will be considered.

4. Price Proposal (25%)

The total cost to service, maintain, and provide data analysis services as outlined in the above specifications including all parts, labor, and non-labor items. The City will evaluate each proposer based on the cost to deploy, install and service a network of flow monitors and rain gauges similar to the network currently in use for these services.

4.4 SELECTION OF FINALIST

After the review of the proposals by the Review Committee and formal presentations (if any), the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist to negotiate an agreement.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)

(PRINTED NAME)

(BUSINESS NAME)

(DATE)

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)