Request for Proposals for Operation, Maintenance, and Management of the Wastewater Treatment System

December 2011
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1. Introduction

1.1. General

Through the issuance of this Request for Proposals (the “RFP”), the Water Pollution Control Authority (the “WPCA”) of the City of Bridgeport is soliciting proposals (the “Proposals”) for the long-term operation, maintenance, management and customer services of the WPCA wastewater collection and treatment systems (the “System”).

The WPCA is conducting this procurement process for the operation, maintenance and management of the System pursuant to Connecticut General Statutes Section 7-247 et seq, whereby the WPCA has authority to contract with outside entities for such services. The WPCA is soliciting Proposals for a 10-year contract term with two 5-year renewal term options at the mutual agreement of both parties. Based on Proposals received, the WPCA will determine which contract term is most advantageous as described in this RFP. The WPCA requires the selected Proposer to commence services on or before April 18, 2013, subject to successful negotiation of a final agreement within 6 months after award (the “Agreement”) and receipt of necessary approvals.

By submitting a Proposal, a proposer (the “Proposer”) agrees, if selected, to enter into the Agreement, which will be based on the details contained in this RFP, including the Agreement, including proposer-specific enhancements, as accepted by the WPCA. The criteria by which the WPCA will evaluate the Proposals are set forth in Section 3.0 of this RFP.

1.2. Background

The WPCA is the sewer authority created pursuant to Connecticut General Statutes Chapter 103, Section 7-245 et seq and Title 13 of the Bridgeport Code of Ordinances. The WPCA is responsible for the operation and maintenance of the System. The System is currently operated, maintained and managed by Kelda Group Inc. through Aquarion Services Company (Aquarion) in accordance with the Agreement for Operation, Maintenance and Management Services between the WPCA and Aquarion, dated April 2003, as such agreement was amended and assigned to KGI Bridgeport Company (KGI), (the “Predecessor Operator”). KGI currently contracts with Synagro New Haven for the processing and disposal of its thickened sludge. The current contract expires in April 2013. Through the issuance of this RFP, the WPCA will competitively procure a new contractor operator (the “Company”) for the operation, maintenance, management and customer services for the System.
1.3. **Overview of System**

The System consists of the two wastewater treatment facilities (the “Plants”) called the East Side WWTP and the West Side WWTP, related wastewater collection and conveyance systems and facilities, and associated real estate and personal property as further detailed in Appendix 1 of the Agreement.

The East Side WWTP is a 10 million gallon per day (mgd) activated sludge treatment plant based on average annual design flow. The West Side WWTP is a 30-mgd activated sludge treatment plant based on average annual design flow. Both plants include preliminary, primary and secondary wastewater treatment facilities followed by effluent disinfection with chlorine and dechlorination. The sludge handling facilities at both plants consist of primary and secondary waste sludge thickening using gravity thickeners and gravity belt thickeners. Sludge storage tanks temporarily store thickened sludge prior to being hauled off-site for disposal. There are currently a total of 10 sewage pump stations within the City of Bridgeport, ranging from 85 – 2,150 gallons per minute (gpm) station capacity. The WPCA has been undertaking a multi-year rehabilitation program for the pump stations to improve system reliability. Two of the pump stations will not be rehabilitated and will be abandoned in 2012 after the new replacement pump station is completed. In 2012, there will be nine pump stations.

The stations currently include seven dry well/wet well stations, two pneumatic ejector stations and one submersible station. The pump stations are as follows. Pump station capacity and equipment are further detailed in Appendix 1 of this RFP.

**Existing Pump Stations**

<table>
<thead>
<tr>
<th>Pump Station</th>
<th>Rehabilitation Year</th>
</tr>
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<tbody>
<tr>
<td>Evers Street</td>
<td>2007</td>
</tr>
<tr>
<td>Harborview Avenue</td>
<td>2010</td>
</tr>
<tr>
<td>Lake Forest Beach</td>
<td>2011 (November)</td>
</tr>
<tr>
<td>Lakeside Drive</td>
<td>2012 (tentative)</td>
</tr>
<tr>
<td>Rooster River</td>
<td>2008</td>
</tr>
<tr>
<td>Seaside Park</td>
<td>2003</td>
</tr>
<tr>
<td>Sequoia Road</td>
<td>2011</td>
</tr>
<tr>
<td>Waller Road</td>
<td>2012 (tentative)</td>
</tr>
</tbody>
</table>
New Pump Stations

<table>
<thead>
<tr>
<th>Pump Station</th>
<th>Rehabilitation Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>New River Street</td>
<td>2012 (August)</td>
</tr>
</tbody>
</table>

Existing Pump Stations to be Abandoned in 2012 (Not Rehabilitated)

<table>
<thead>
<tr>
<th>Pump Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>Island Brook*</td>
</tr>
<tr>
<td>(Old) River Street*</td>
</tr>
</tbody>
</table>

Note:
* Improvements designed and equipment pre-purchased at time of reporting. Rehabilitation to be completed at one pump station per year as funding becomes available.
* To be abandoned after the new River Street PS is completed.

The WPCA’s wastewater collection system (the “Collection System”) consists of approximately 283 miles of sewers, of which approximately 123 miles are combined sanitary and storm sewers. These figures do not represent the inclusion of private sewers and laterals. The Collection System includes eight interceptors to collect and convey the wastewater to the East Side WWTP and West Side WWTP. The following summarizes the interceptors serving each WWTP:

<table>
<thead>
<tr>
<th>WWTP</th>
<th>Interceptor</th>
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<tbody>
<tr>
<td>East Side</td>
<td>Johnson Creek</td>
</tr>
<tr>
<td></td>
<td>Yellow Mill East</td>
</tr>
<tr>
<td></td>
<td>Yellow Mill West</td>
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<table>
<thead>
<tr>
<th>West Side</th>
<th>Bridgeport-Trumbull</th>
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<tbody>
<tr>
<td></td>
<td>Northwest</td>
</tr>
<tr>
<td></td>
<td>Lower West Side</td>
</tr>
<tr>
<td></td>
<td>Pequonock</td>
</tr>
<tr>
<td></td>
<td>Rooster River</td>
</tr>
</tbody>
</table>

The System also includes 66 regulators with 32 CSO outfalls and 8 inverted siphons of varying size. There are 25 tide gates located throughout the City.
The System’s service area includes the City in its entirety, the portions of the Town of Trumbull, a small portion of the Town of Stratford and a small portion of the Town of Fairfield. The System’s total service area is approximately 20 square miles.
2. General Information

2.1. Procurement Objectives

The WPCA intends to enter into a contractual arrangement for the long-term operation, maintenance, management, and customer service of the System. The WPCA desires to select the most advantageous Proposer through a competitive procurement process in accordance with this RFP.

In issuing this RFP, the WPCA desires to accomplish certain operational, financial and managerial objectives and provide the City and any customers of the System cost-effective and reliable wastewater and combined collection and treatment services. WPCA’s specific objectives for the System under a long-term operations contract include, but are not limited to, the following:

- Achievement of compliance with environmental laws and regulations as set forth in this RFP, including all applicable federal, State, and local laws; regulations; permits; Consent Agreements; Consent Orders; and the Agreement
- Continuous wastewater collection and treatment for all influent received in the System
- Recommends the maximization of the use of advanced technologies that enhance revenues, reduce costs and improve operations that could include:
  - Opportunities for Integrated Resource Management shall be implemented by the Company to the greatest extent that is feasible from economic, engineering, environmental, and/or social standpoints. Potential examples of Integrated Resource Management could include but not be limited to:
    - Potential reuse of reclaimed water or greywater for industrial processing and/or HVAC systems;
    - Potential reuse of latent heat from processed water;
    - Potential reuse of nutrients, minerals or other products from wastewater stream;
    - Potential reuse of sewage sludge through an anaerobic or other digestion process to generate renewable energy
    - Integration of green infrastructure or other techniques to reduce non-point source pollution and thus storm water sheet flow in order to reduce treatable volume at the Plants;
    - Potential sale of reclaimed water, heat energy, nutrients or bio-gas;
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- Integration of municipal and/or industrial solid waste including organic waste to leverage the value of multiple waste streams handled by the WPCA and the City;
- Potential operation of one or more of the WPCA facilities as an educational facility for training purposes in conjunction with other state and local educational institutions;
- Potential use of automation and controls on all major energy-consuming components of the System including the continuous maintenance via sensors of a System-wide energy monitoring system;
- Potential recommendations for the purchase of equipment for use in the System which are new and innovative;
- Potential setting and re-setting of goals for the operations of the System which achieve zero net-energy usage by a combination of efficiency and renewable energy generation;
- Potential use of an environmental management system approach such as ISO 14000 or ISO 50001;
- Potential to team up with the Water Environment Research Foundation or other research organization for the advancement of the science of wastewater treatment; and
- Potential hosting of a periodic national or regional conference for discussions regarding advancement in technology in the wastewater and energy industries.

- Preservation of WPCA’s capital investments and assurance of the long-term reliability and regulatory compliance of the System
- Provision of services to optimize energy efficiency of the System to reduce consumption
- Provision of wastewater treatment services to its customers at stabilized rates and charges
- Provision of efficient, economic and technically viable sludge treatment and disposal
- Performance of all maintenance (major and minor) and make all repairs and replacements to the System over the Term
- Provision of customer service activities at no less than the current level using the existing customer service firm (Computil) as set forth in the Agreement with continuous improvement to customer services

The Proposer determined to be the most advantageous in accordance with this RFP shall be subject to the terms and conditions of the Agreement and pursuant to State statute, City ordinance, Consent Agreements, and Consent Orders.
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2.2. Definitions

For the purposes of this RFP, including the Agreement, a glossary of words and terms has been developed and included in Article 1 of the Agreement provided in Attachment A of this RFP. Unless otherwise specified, the words and terms shall have the respective meanings set forth in the Agreement (Attachment A).

2.3. Overview of Services

The WPCA requires that the selected Proposers (Company) perform all activities associated with the operation, maintenance, management and customer services of the System in accordance with the Agreement. Services shall be provided in a safe, secure, effective and efficient manner and in accordance with all applicable laws, permits, rules and regulations, Consent Agreements, and Consent Orders. A more detailed scope of services and responsibilities is provided in the Agreement (Attachment A).

The Company shall be responsible for conducting all services regarding the operation, maintenance, management, and customer service of the System, except for the limited functions set forth in the Agreement. All costs for services provided shall be paid via an annual Service Fee Fixed Component prorated on a monthly basis, Service Fee Variable Component, and Pass Through Costs, as described in this Agreement. No other compensation will be made under the Agreement to the selected Proposer.

For convenience, below is a brief summary of the required services. Proposers are encouraged to review the Agreement for a complete description of the services.

- Operate, maintain and manage the System in accordance with all applicable laws, rules and regulations, permits (e.g., National Pollutant Discharge Elimination System (NPDES) permit).
- Provide, manage and maintain the workforce in accordance with CT DEP requirements, Consent Agreements, Consent Orders, which includes all labor, administrative (related to the contracted services of the Agreement) and financial functions.
- Perform all Sludge and Residuals treatment, management, reporting, and disposal services. The WPCA may choose to exclude Sludge hauling and disposal services, which will be decided during Proposal evaluations or contract negotiations with the selected Proposer.
- Maximize nitrogen removal at the WWTPs in order to participate in Connecticut’s Nitrogen Credit Exchange Program.
- Perform all operation and maintenance activities, including all materials and operating supplies.
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- Provide all laboratory sampling, testing, and analysis for wastewater, Sludge and Residuals.
- Maintain records and prepare reports necessary in accordance with regulatory and WPCA requirements.
- Provide and manage customer service functions, including billing and collection services utilizing the firm (e.g., Computil) currently performing the customer services for the existing contract operator.
- Maintain inventory of consumable supplies required for operation and maintenance of the System.
- Obtain, manage and maintain all insurance coverage consistent with the WPCA requirements identified in the Agreement, including insurance for all WPCA-owned vehicles.
- Provide repair and replacement of facilities, systems, structures and equipment, etc. associated with the Plants in accordance with the Agreement, subject to a Major Replacement Fund of $150,000.
- Provide repair and replacement of facilities, systems, structures and equipment, etc. associated with the Collection System in accordance with the Agreement, subject to a Collection System Replacement Fund of $600,000.
- Provide maintenance and repair for all WPCA-owned vehicles at the sole cost and expense of the Company and provide any additional vehicles required to perform the services.
- Perform Collection System inspection, maintenance and cleaning, including removal, transportation, testing and disposal of material removed during the cleaning process and pay all fees.
- Provide asset management services to track and document the Plants and Collection System assets to update the WPCA’s geographic information system (GIS).
- Perform all landscaping, pest control, buildings and grounds maintenance, and janitorial services.
- Obtain, manage and maintain all additional permits and licenses necessary for the operations of the System, excluding the NPDES, Municipal Separate Storm Sewer System (MS4) and industrial permits that will be the responsibility of the WPCA. The Company shall support the WPCA’s application and reporting requirements associated with the above-mentioned permits.

2.4. Agreement

The RFP, the selected proposal, and the Agreement, along with the Agreement appendices (the “Appendices”), will serve as the basis for the contract between WPCA and the Company. Company-specific information that may become part of the Agreement includes, but is not limited to, Company business/management plans,
equipment lists, milestone schedules, operating parameters, operation and maintenance plans, drawings, insurance forms, performance bonds, and its Guaranty Agreement. It may also include innovative ideas, operational enhancements, and other cost-saving measures proposed and accepted by the WPCA.

The Agreement defining the anticipated terms is included in Attachment A of this RFP. It represents the risk allocation, responsibilities and obligations sought by WPCA. The WPCA will consider modifications to the provisions of the Agreement as part of the Proposal evaluation process if the WPCA determines that such modification(s) is in the best interest of the WPCA, the System, and WPCA customers. As outlined in Section 4.2.5 of this RFP, the Proposer shall specifically identify the proposed changes and the benefits thereof, including cost advantages to the WPCA. All Proposers are strongly encouraged to submit a base Proposal based on the Agreement provided in Attachment A. Proposers are also encouraged to submit alternative Proposals that consider innovation, cost efficiencies, environmental protection, and opportunities for revenue enhancements, consistent with industry trends for public-private partnership arrangements.

The Agreement shall have a 10-year term with two 5-year renewal term options as determined by the WPCA to be most advantageous, based on the evaluation of Proposals in accordance with the criteria outlined in this RFP. It is anticipated that the final Agreement will include an adjustment to the Billing Year such that the Billing Year corresponds to the WPCA’s fiscal year.

Between the Agreement Date (i.e., the date of signing the Agreement) and the Commencement Date, the selected Proposer (Company) will undertake mobilization and similar activities during a transition period. Pursuant to the existing Agreement between the WPCA and KGI, KGI will be required to provide to the WPCA procedures for the transfer of operations, maintenance, management and employees (including benefits programs) at least six months prior to the expiration of the existing Agreement. The conditions required to be satisfied by the parties for the Commencement Date will be set forth in the Agreement.

2.4.1. Compliance with IRS Regulations and Rules

In order to maintain the tax-exempt status of the debt previously issued for the System, and ensure the tax-exempt status of the City’s debt to finance future improvements to the System, the Agreement will be construed and applied so as to constitute a management contract that does not result in private business use of property financed by the City within the meaning and intent of applicable regulations and rulings of the Internal Revenue Service (“IRS”) including Revenue Procedure 97-13 (“Rev. Proc. 97-13”, as amended). In particular, the Agreement will provide that the City will be under no obligation to, and will not, pay compensation for services to the Company for any Contract Year, if such payment, or any portion thereof, would result in less than eighty
percent of the Company’s compensation for services for such Contract Year being based on a periodic fixed fee or would result in any portion of the Company’s compensation being based on net profit, as such terms are defined in Rev. Proc. 97-13. Any such payment or portion thereof that is not made by virtue of the preceding sentence will be paid to the Company, without interest, during the next annual period in which such payment will not result in less than eighty percent of the Company’s compensation being based on a periodic fixed fee or in which such payment will be based on net profit, all as defined by Rev. Proc. 97-13.

2.5. Payment of Service Fee

The WPCA will pay the Company a Service Fee comprising a Service Fee Fixed Component and a Service Fee Variable Component in accordance with the Agreement.

2.6. Project Guarantor

The Proposer must have a single project guarantor (the “Guarantor”) guarantee the fulfillment of all the financial obligations required for performance in connection with the operation, maintenance, management and customer service for the System. The Guarantor shall be the ultimate parent company of the contracting party, or a substantially capitalized general partner that is an integral part of the Proposer’s team. The Proposer must demonstrate to the WPCA that the Guarantor has the capability and legal commitment to guarantee the financial obligations of the Proposer for the project. The Guarantor may be the Company if the Company is sufficiently capitalized to meet the financial obligations of this RFP.

If a sole purpose subsidiary is created as the contracting party, the parent company or one or more of the partner firms, shall be the Guarantor to guarantee performance of the subsidiary’s obligations. A subsidiary with limited capitalization and without the full parent company or partner guarantee will not be allowed as the contracting party. If a subsidiary is formed or newly created to respond to this RFP, the reasons for this action must be fully disclosed.

The Guarantor will be required to sign a Guaranty Agreement with the WPCA in the form set forth in Attachment C to the RFP. The Guaranty Agreement requires the Project Guarantor to irrevocably, absolutely and unconditionally guarantee all of the Company’s obligations under the Agreement.

If the Guarantor is other than a United States entity, the Proposer shall, as part of its Proposal, describe any procedural or substantive limitations on the ability of WPCA to enforce the Guaranty Agreement against the Guarantor that are different from enforcing the Guaranty Agreement against a United States entity. For purposes hereof, a United
States entity is one that is incorporated domestically or otherwise duly organized under the laws of the United States.

2.7. **Security for Performance**

Besides the Guaranty Agreement, the Company will be required to provide additional security for performance of its obligations under the Agreement.

2.7.1. **Operations Performance Bond**

As additional security for the Term obligations, the Company will be required to obtain and maintain an Operations Performance Bond in an amount equal to 100% of the annual Service Fee Fixed Component. The Operations Performance Bond shall be renewed annually.

2.7.2. **Letter of Credit**

The WPCA reserves the right to request that the Company furnish and maintain a direct pay Letter of Credit in an amount equal to 50% of the annual Service Fee Fixed Component as security for faithful performance and payment of all Company’s obligations in accordance with the Agreement. The WPCA reserves the right to modify the amount of the Letter of Credit should the financial standing of the Project Guarantor change during the Term or other reasons.

2.8. **Labor Requirements**

The Company shall be required to comply with the personnel requirements set forth in the Agreement including an offer of employment to the employees of the Predecessor Operator. The Company shall provide these employees with a similar wage and benefit package that is provided to the Predecessor Operator’s employees, subject to labor negotiations upon expiration of the labor agreements. The Company shall maintain a staffing level in compliance with the Agreement and Applicable Law, including CT DEP requirements, Consent Agreements and Consent Orders. Minimum requirements for labor provisions are provided herein. For further details, refer to the reference documents on file as described in Section 2.15 of this RFP.

In no event shall the Proposer assume, nor should the Service Fee reflect, that staffing levels can be reduced below the minimum requirements. If Proposers believe that a lower staffing level can be achieved, the Proposer shall provide such information completely separate from the Proposals sought. This shall address the procedure to amend the CT DEP requirements, the staff reduction, and the corresponding savings to the WPCA.
2.9. Payment of Utilities and Chemicals

As described in the Agreement, the Company shall be responsible for all chemical costs for the System. The costs for natural gas and electricity for the System are directly billed and paid for by the WPCA. All other utilities exclusive of electrical and natural gas should be the responsibility of the Company. The Company shall optimize and control costs of natural gas and electricity.

2.10. Changes in Sludge Production

Approximately 4,850 dry tons of Sludge were disposed of annually from the East Side WWTP and the West Side WWTP based on the reported data for April 2008 through March 2011. If the WPCA elects to implement an Agreement that includes Sludge disposal services as part of the Company’s scope of services, the Service Fee Fixed Component may be adjusted to reflect the incremental cost changes (plus or minus) associated with the dry tons of Sludge quantities 10 percent greater than or 10 percent less than the annual value. As such, the Company shall receive additional compensation for incremental Sludge quantities in excess of 5,335 annual dry tons and the WPCA shall receive a credit for incremental Sludge quantities less than 4,365 annual dry tons. Pursuant to the Agreement, any such adjustments to the Service Fee Fixed Component shall be computed only for that specific Billing Year and shall not result in a permanent adjustment to the Service Fee Fixed Component for the remainder of the Term.

The Adjustment for Sludge shall be in effect beginning with Contract Year 2 and shall escalate by the CPI as defined in the Definitions section of the Agreement for each subsequent Billing Year.

2.11. Major Replacement Funds

Pursuant to the Agreement, the Company shall fund the Major Replacement Fund to be used for the System, exclusive of the Collection System, and shall fund the Collection System Replacement Fund. The Company shall be responsible for the work to perform Major Replacements for the System and for Collection System repair and replacement. The WPCA shall be responsible for the Major Replacement and Collection System costs in excess of the Major Replacement Fund (subject to annual adjustment at CPI) and Collection System Replacement Fund (subject to annual adjustment at CPI), respectively.

Pursuant to the Agreement, the Company shall make an annual deposit of $150,000 (subject to annual adjustment at CPI) in equal monthly installments to fund Major Replacement of the System (exclusive of and not including Major Replacement of Collection System), exclusive of Company labor costs and profit. All Major Replacement projects above $10,000, exclusive of Company labor costs and profit, is subject to WPCA approval in accordance with the Agreement. Any remaining balance will roll over to the
subsequent Billing Year. All maintenance of the System shall be performed by the Company at its sole cost and expense and is not included in the Major Replacement Fund cap.

In addition, pursuant to the Agreement, the Company shall make an annual deposit of $600,000 (subject to annual adjustment at CPI) in equal monthly installments to the Collection System Replacement Fund to fund Major Replacement of the Collection System, exclusive of Company labor costs and profits, and sewer cleaning, closed circuit television (CCTV) inspection costs, catch basin cleaning, and other maintenance services. All maintenance of the Collection System shall be performed by the Contractor at its sole cost and expense of the Contractor and are not subject to the Collection System Replacement Fund annual cap of $600,000. All Collection System Replacement Fund projects with a cost greater than $10,000, exclusive of Company labor cost and profit, is subject to WPCA approval in accordance with the Agreement.

The Company shall not make any Major Replacement of the System without the prior express written consent of the WPCA.

2.12. Draft Long Term Control Plan

During September 2010, the WPCA submitted to the CTDEP a draft CSO Long Term Control Plan (LTCP) in response to the CTDEP’s Administrative Order No. 0005478. The total capital cost identified in the LTCP was estimated at $385 million (2010 dollars) and included the following:

- Illicit Connection Elimination Program to resolve illicit connection contamination issues at five water bodies
- Sewer separation in four sewersheds
- Installation of real time controls and inflatable dams for maximizing in-line storage in existing sewers
- Implementation of low impact technologies to allow individual property owners to participate in solving Bridgeport’s water quality issues
- Construction of CSO storage tanks to capture flows
- Construction of CSO relief sewers to convey overflows from CSOs to less impaired water bodies
- Water Quality Monitoring and Modeling Program to determine the effectives of new CSO relief sewers on water quality
- Construction of Deep Rock CSO Storage Tunnel to store overflows, if necessary

At this time of the RFP issuance, the plan is still undergoing review by the CTDEP and plan implementation requirements are not part of the Company’s scope of services.
2.13. Sludge Processing and Management

The City is currently in the process of preparing a Request for Proposals to solicit proposals from qualified design build firms, joint ventures, or partnerships to (i) design and build an anaerobic digestion facility of the biosolids produced by the two wastewater facilities, and (ii) develop an economically viable and self-supporting beneficial utilization of the biogas for the production of energy via a co-generation system.

The proposed anaerobic biosolids digestion facility to be located at the West Side Plant Facility will process the biosolids generated by the West Side and the East Side Plants. If the City enters into an agreement for the development of this anaerobic digestion facility, thickened sludge from the East Side Plant will be transported to the West Side Plant where the anaerobic digestion system is to be built. Once issued by the City, the Request for Proposals for Anaerobic Digestion and Cogeneration will be made available to the Proposers. The Proposer, if interested, may also participate in the City’s procurement for this anaerobic digestion project. In addition, if the City enters into such an agreement, the Service Fee adjustments, if necessary, will be addressed with the Operator.

2.14. Planned Capital Improvements

The WPCA has been working to resolve its three Consent Orders with the CTDEP and implement the necessary capital improvements. For Consent Order WC 5320 (CSO G), the WPCA prepared the “Facility Plan 2000 Report” and has completed a majority of the recommended items, including Contracts G-1, G-2, and G-4 for partial sewer separation and Contracts G-3 and G-5 for improvements to pump stations and relining of siphons at Johnson Creek and Yellow Mill Road. The remaining work to be completed is the construction of the new River Street Station to replace the current River Street and Island Brook Pump Stations. As noted in Section 1.3 of this RFP, the new station is slated for completion in July 2012. The WPCA will be responsible for the construction of the new pump station and demolition of the two decommissioned pump stations. The Company shall provide operational assistance to the WPCA and its subcontractors as needed to ensure continued wastewater collection and conveyance service. Once completed, the Company shall assume operation and maintenance responsibility of the new River Pump Station in accordance with the Agreement.

For the WPCA’s action on Consent Order WC 5478 (CSO LTCP), see Section 2.13 of this RFP.

The WPCA is currently undergoing studies to evaluate (i) low level nitrogen removal alternatives to achieve the 2014 nitrogen general permit limits, and (ii) sludge processing system upgrades at both the East Side and West Side Plants. Based on the outcome of the studies, the WPCA may consider undertaking capital improvements, including improvements in Area H.
During May 2011, the WPCA’s engineer consultant began evaluating upgrade options for the Congress Street Siphon, a 1920s siphon that crosses the Pequonnock River near the Congress Street Bridge. The siphon has accumulated large quantities of grease and debris with a head chamber that has limited access and connected to the combined sewer system.

### 2.15. Reference Documents

Reference documents have either been provided as an attachment to this RFP or are on file at the WPCA for use and review by the Proposers. Such reference documents on file at the WPCA, shall include, but not be limited to:

- Historical influent and effluent data
- WPCA Operations and Maintenance Manuals
- Design documents, construction plans and specifications relative to components of the System
- Current contracts
- Consent Agreements and Consent Orders, including all amendments, and supplemental information
- Draft Bridgeport CSO Long Term Control Plan (CTDEP Review Copy)
- Sludge management data
- Electricity and gas invoices
- Risk management program in accordance with the WPCA
- Collective Bargaining Agreements
- Wastewater Treatment System Service Agreement, between the City and Aquarion dated April 11, 2003, as such agreement was amended and assigned to KGI Bridgeport Company
- Periodic reports provided by Aquarion as required by the April 11, 2003 agreement

The Proposer may schedule a review of such information by contacting the WPCA representative identified in Section 3.5 of this RFP. The Proposer shall pay the WPCA for all costs associated with copying any of the reference documents.

### 2.16. Assignment of Agreement

The Agreement entered into with the Proposer, the Guaranty Agreement, the Letter of Credit and all other agreements entered into with respect to this RFP, may, at the sole and absolute discretion of the WPCA, be assigned by the WPCA to any entity, including without limitation, a regional water pollution control authority created under the Connecticut General Statutes, that is a successor and/or assign of the WPCA or the owner...
of the System. The selected Proposer (the Company) will not be permitted to assign its rights or obligations without WPCA consent.

2.17. Accuracy of RFP and Related Documents

The WPCA assumes no responsibility for the completeness or the accuracy of specific technical and background information presented in the RFP, or otherwise distributed or made available during this procurement process. In addition, the WPCA will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those given in writing by the WPCA through the issuance of addenda. In no event may a Proposer rely on any oral statement by the WPCA, or its agents, advisors or consultants.

Should a Proposer find discrepancies or omissions in this RFP and related documents, the Proposer should immediately notify the WPCA of such potential discrepancy in writing, and a written addendum will be mailed or delivered to each Proposer if clarification is determined necessary by the WPCA. Each Proposer requesting an interpretation will be responsible for delivering such requests in writing to the WPCA’s designated representative (See Section 3.5).

In the event that there are conflicting requirements among the Agreement and the Appendices, the most stringent provision shall apply, unless clarified in writing by WPCA. In certain cases, available information may not be organized in an optimum format for Proposal preparation efforts. Proposers are responsible for reviewing and becoming familiar with all available documents pertaining to the System and for performing the services under the terms and provisions of the Agreement.
3. Procurement Process

3.1. Procurement Schedule

A summary of the schedule for the major activities for WPCA’s procurement process is presented below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 14, 2011</td>
<td>Issue RFP (including Agreement)</td>
</tr>
<tr>
<td>January 4, 2012</td>
<td>Pre-Proposal Meeting</td>
</tr>
<tr>
<td>December 14 – March 20, 2012</td>
<td>Proposal Preparation</td>
</tr>
<tr>
<td>December 14 – March 9, 2012</td>
<td>Proposer Due Diligence of System</td>
</tr>
<tr>
<td>March 20, 2012</td>
<td>Submission of Proposals</td>
</tr>
<tr>
<td>March 20, 2012 – May 23, 2012</td>
<td>Evaluate/Clarify Proposals, Negotiations and Prepare Recommendation for Award</td>
</tr>
</tbody>
</table>

WPCA reserves the right to modify any or all of the above-dates. Identification of dates and activities beyond March 2012 will depend on the Proposals received and the contract(s) awarded.

3.2. WPCA Rights and Options

This RFP constitutes an invitation to Proposers to submit Proposals to WPCA. Without limitation, WPCA reserves and holds, at its sole and absolute discretion, the following rights and options:

1. To waive any technicalities or immaterial irregularities in the Proposals.
2. To prepare and issue such amendments and/or addenda to this RFP prior to the selection of a Proposer that may expand or cancel any portion or all work described in this RFP without the substitution of another RFP.
3. To request clarifications of Proposals.
4. To reject any or all Proposals.
5. To not accept a Proposal from or award a contract to any firm that is in arrears to WPCA upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to WPCA or that has failed to perform faithfully in any previous contract with WPCA.
6. To postpone or change the date for receipt of Proposals or any other deadlines and dates specified in the RFP.
7. To issue subsequent RFPs, to conduct investigations with respect to the information
provided by each Proposer; and to hold public meetings for consideration of the
merits of any or all Proposals.

8. To request best and final Proposals from one or more Proposers.

9. To modify any or all provisions of the Agreement during negotiations and finalization
of the Agreement.

10. To discontinue negotiations with the selected Proposer and commence negotiations
with any other Proposer.

11. To conduct simultaneous negotiations with two or more Proposers.

12. To select and enter into an Agreement with a Proposer whose Proposal best satisfies
the interest of WPCA and is most responsive in the judgment of WPCA to the
requirements of this RFP.

13. To accept alternate Proposals should the WPCA determine that such alternatives are
in the best interest of the WPCA and its customers.

3.3. Pre-Proposal Meeting

A pre-Proposal meeting for this RFP will be conducted on the date specified in Section
3.1, at the WPCA Administration Building, located at 695 Seaview Avenue, Bridgeport,
CT at 10:00 a.m.

Attendance at the pre-Proposal meeting is strongly encouraged but not mandatory.
Interested Proposers are to notify the WPCA Acting General Manager, at the address
specified in Section 3.6 of this RFP.

3.4. Minority/Women/Disadvantaged Business Enterprises Participation

WPCA encourages participation from the Minority Business Enterprises (“MBEs”),
Women Business Enterprises (“WBEs”) and Disadvantaged Business Enterprises
(“DBEs”) in the performance of its contracts. The MBE, WBE or DBE may be a
subcontractor, subconsultant or joint venture partner.

The WPCA encourages non-minority to form joint venture arrangements with Target
Group firms under the Minority Business Enterprise Ordinance, Section 3.12.130 of the
City Ordinances (“MBE Ordinance”). Target Groups of this procurement are:

- Asian Americans
- Hispanic Americans
- Caucasian females
- MBEs
3. Minorities and MBEs

For further information about the MBE Ordinance or the Target Groups, please call Deborah Caviness at 203-576-8473.

The WPCA considers a “joint venture” as a written contractual business undertaking by two (2) or more parties who agree to contribute equity and to share risk, expertise, experience and profits in the undertaking. The term “joint venture” refers to the purpose of the entity but not its type. A joint venture can be a corporation, a limited liability company, a partnership, individuals or groups of individuals, or another legal structure. It is typically established for a single business transaction. The joint venture agreement includes an agreement to form a new entity, an agreement to contribute equity, an agreement to share revenues, expenses and profits, and an agreement concerning control of the enterprise. Evidence of the written existence and attributes of a joint venture must be submitted at the time of Proposal submission. The WPCA, with the advice of the Office of the City Attorney, will determine the qualifications and entitlement to joint venture status of any such entity in the exercise of its prudent business judgment, reasonably exercised.

3.5. Inspection and Proposer Access

In accordance with the procurement schedule in Section 3.1, inspection and Proposer access to the System shall be made available to all Proposers upon request to the Acting General Manager in accordance with Section 3.5 and 3.6 of this RFP. Proposers must submit requests to visit the System no later than March 2, 2012, and no site visits will be conducted after March 9, 2012. No unscheduled visits of the System shall be permitted.

3.6. Interpretations

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Proposer. The WPCA requires that all communications and requests for information and clarifications be made in writing and directed to:

William E. Robinson  
Acting General Manager  
Water Pollution Control Authority  
695 Seaview Avenue  
Bridgeport, Connecticut 06607  
bill.robinson@bridgeportct.gov

Responses to all questions and requests for information will be provided to all Proposers. No questions or requests for additional information will be accepted less than ten calendar days prior to the date of Proposal submission set forth in Section 3.1. Any and
all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all recipients of the RFP.

### 3.7. Personal Investigation

Proposers to this RFP shall satisfy themselves through personal investigation and by such other means as may be deemed necessary, concerning the conditions which may affect delivery of the proposed Services as well as their cost. No information derived from any part of this RFP or from the WPCA shall relieve the Proposer from any risk or from fulfilling the provisions of the Agreement.

The WPCA requires the Company to assume responsibility for the Services based on the condition of the System “as-is.” Proposers are strongly encouraged to make all inspections and review all available and relevant data and information, prior to the submittal of Proposals, which are necessary in their judgment to undertake this responsibility.

### 3.8. Cost of Proposal and Participation in Procurement Process

The WPCA accepts no liability for the costs and expenses incurred by the Proposers with any activities performed in connection with this entire procurement process, including preparing the Proposals, preparing responses for clarification, attending interviews, participating in contract development and technical/financial work sessions, conducting due diligence investigations, and/or attending meetings and presentations required for the contract approval process. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from WPCA or the City for the costs and expenses associated with the procurement process.

### 3.9. Interviews, Meetings, and Negotiations with Proposers

The Proposer may be invited to appear before the WPCA, its representatives, and/or the Board for an interview. During such interview, the Proposer may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed.

Additional meetings may be held to clarify issues or to address comments, as the WPCA deems appropriate. Proposers will be notified in advance of the time and format of such meetings.

Since the WPCA may choose to award a contract without engaging in discussions or negotiations, the Proposals submitted should define the Proposer’s best offer for performing the Services described in this RFP, including the Agreement.
3.10. Confidential Information

Financial statements, proposals and other business confidential information may not be subject to disclosure under the Connecticut Freedom of Information law, Section 1-210(b)(5)(A) of the Connecticut General Statutes (FOIA), if such information constitutes "trade secrets" as defined therein. If a Proposer desires certain information to be protected from disclosure under FOIA as a trade secret, a Proposer should clearly identify such information, place such information in a separate envelope appropriately marked, and submit such information with its Proposal. Such information shall be retained by the Purchasing Department in confidence, shall only be viewed by City and WPCA employees and consultants having a "need to know", and shall be returned to all unsuccessful Proposers, or will be destroyed, upon award or the termination or withdrawal of the Proposal. If such information is sought to be disclosed, the Purchasing Department will afford notice to the party or parties whose information is being sought so that each has an opportunity to dispute disclosure in a court of law at such party's sole cost and expense. The City and the WPCA shall protect information from disclosure or refuse to disclose such information unless it (i) is already known; (ii) is in the public domain through no wrongful act of the City and the WPCA; (iii) is received by the City and the WPCA from a third party who was free to disclose it; (iv) is properly disclosable under FOIA; or (v) is required to be disclosed by a court of law.

3.11. Qualification Requirements

The Proposals will be evaluated in accordance with the qualification criteria established in this section of the RFP. The Proposals meeting the qualification requirements in this section will be subsequently evaluated in accordance with the Proposal evaluation criteria established in Section 3.12 of this RFP. Minimum qualification requirements include:

- Proposers shall have experience operating and maintaining secondary wastewater treatment systems of which one system is comparable in size, type and technology to the System.
- Proposers have experience in operating and maintaining sanitary and combined sewer systems (i.e., pump stations, force mains, interceptors and sewers).
- Experience in sludge handling, treatment, transportation and disposal.
- Experience in providing billing and collection services and utilizing information management systems for wastewater or water treatment systems.
- Proposer and/or Project Guarantor shall demonstrate financial stability and financial capacity to the satisfaction of the WPCA to perform the Services in accordance with the Agreement.
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- Proposer shall demonstrate the ability to provide a performance bond by a licensed surety and letter of credit in accordance with the requirements of the RFP and Agreement.
- Proposer shall demonstrate that the Proposer and its affiliates are not i) involved in any current or pending litigation or legal disputes with the City and/or WPCA, ii) in arrears to WPCA of any debt or contract, iii) a defaulter as surety or other obligation upon WPCA, iv) in failure to perform faithfully in any previous contract with WPCA.
- Proposer shall demonstrate that neither the Company, any affiliate of the Company, nor the Project Guarantor has ever filed for bankruptcy.
- The results of reference verifications.


Proposals will be evaluated in accordance with the procedures and criteria described in this section of the RFP for the ultimate purpose of determining the Proposal that is most advantageous to the WPCA. Based on the evaluation of the Proposals, the WPCA may enter into discussions and/or negotiations with one or more Proposer for finalization of the Agreement. The Proposals will be evaluated by the WPCA’s Selection Committee. The Selection Committee will consist of five members comprised of representatives from the WPCA, the City and a outside WPCA designated representative. The Selection Committee will make a recommendation to the WPCA Board and the WPCA Board will make the final approval of the Company. The Selection Committee will be supported by the WPCA’s legal and technical advisors.

The Proposals will be evaluated and ranked by the Selection Committee based on the Evaluation Criteria described in this section. The Evaluation Criteria is presented in their order of importance.

3.12.1. Financial Criteria

The Proposals will be evaluated on the Service Fee Fixed Component, Service Fee Variable Component and Pass Through Costs. The cost-effectiveness of the Proposals will be based on the net present value of the Service Fee Fixed Components. Since variable costs related to incentives and pass through items cannot be determined at the time Proposals are received, such variable costs will not be considered as part of the cost-effectiveness analysis.

The net present value analysis will be based on the following assumptions:

1. Commencement Date of April 18, 2013
2. Annual Change of the Consumer Price Index for all Urban Consumers (CPI-U) Northeast Region, for all Items 1982-1984=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics Series, Series ID# CUUR0100SA0 (3.0%)
3. Discount rate of three and a half percent (3.5%)
4. Term of ten (10) years

Proposers should provide their lowest pricing in their initial Proposals. Proposers should not assume that WPCA will request changes to Proposals or for Proposers to submit best and final offers.

This criterion also considers the relative financial strength of the Proposer and Project Guarantor, including assessment of credit rating, net worth, profitability, financial liquidity, bank references, etc.

3.12.2. Technical Criteria

Under this technical criterion, WPCA will consider the quality and value of each Proposal relative to:

- The evaluation that all required services, including labor, operating expenses, maintenance, repair, replacement and improvement, chemicals, sludge disposal, materials and supplies, customer service, billing and collection, etc. are adequately addressed in the Service Fee Fixed Component;

- The feasibility of the approach proposed for addressing all measurable performance standards.

- The Proposer’s approach to operating, maintaining and managing the System, including frequency of maintenance activities, reasonableness of management structure, staffing plan and coordination of disciplines, reasonableness of wage scale and benefits package, and demonstration of protection of the environment.

Geographic proximity to the project locality is preferred.

3.12.3. Experience Criteria

The Proposer will be evaluated based on its experience and qualifications in providing the proposed Services on other projects including the number and size of wastewater treatment facilities, wastewater collection systems; and qualifications (i.e. education, training, registration or licensing) of the proposed staff and availability of key disciplines.

This criterion will also consider familiarity with the local area. This criterion will also consider the Proposer’s experience with implementing advanced technologies as described in Section 2.1.

3.12.4. Business Criteria

Under this criterion, WPCA will consider the proposed approach and commitment to achieve the objectives outlined in this RFP. This criterion will consider the following:

- The level and significance, in light of the Project Guarantor’s financial strength, of any proposed limit on the Project Guarantor’s liability, whether a stated dollar amount or a term or condition limit.
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- The quality of the Proposals regarding the specific approaches for addressing and improving customer service issues.
- Favorableness to the WPCA of the business and risk position taken by the Proposer in response to the Agreement and overall business terms requested by the WPCA in this RFP.
- Soundness of the Proposer’s legal standing.
- Extent of MBE, WBE and DBE participation as a percentage of the total anticipated contract work, regardless of whether the MBE, WBE or DBE is a subcontractor, subconsultant or joint venture partner.

3.12.5. Innovative Criteria

Under this criterion, WPCA will consider the proposed approach and solutions to address the RFP requirements and that provide innovative and cost-saving opportunities to the WPCA. This criterion will consider the following innovative approaches including, but not limited to:

- Energy efficiency
- Operational efficiencies and productivity
- Revenue enhancement opportunities
- Economies of scale
- Other innovative strategies that benefit the WPCA.
4. Proposal Requirements

4.1. Submission Requirements

4.1.1. Proposal Format

Proposers must provide the appropriate information in accordance with the content and format requirements set forth in this RFP. Proposals must be bound and must consist of the following sections:

1.0 Proposal Transmittal Letter
2.0 Executive Summary
3.0 Qualifications
4.0 Technical Proposal
5.0 Business/Financial Proposal
6.0 Proposal Forms
Appendices (as needed)

Proposers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Proposer to organize the information required by this RFP as outlined may result in the WPCA, at its sole and absolute discretion, deeming the Proposal non-responsive to the requirements of the RFP. The Proposer, 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 or financial information (e.g., annual reports) may be used to facilitate Proposal preparation.

As noted in this RFP, the WPCA is soliciting Proposals for a 10-year Term with two 5-year renewal term options. The WPCA reserves the right to exclude Sludge disposal services.

Proposals by Corporations must be executed in the corporate name by the president or vice president authorized to sign, and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address must be shown below the signature. Proposals by partnerships must include the official business address of the partnership and the state/country of organization must be shown below the signature.
Proposals by a joint venture must be similarly executed by all joint venture partners. Unsigned Proposals will be considered non-responsive.

4.1.2. **Proposal Submission and Deadline**

All Proposals are to be submitted in sealed packages addressed to:

City of Bridgeport  
Department of Purchasing  
Room 324  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

The package should state “Proposal for the Operation, Maintenance and Management of the WPCA System.” All Proposals must be complete with all requested information, data and attachments. Proposals will not be subject to a public opening. Any Proposal received at any other location will remain unopened and will be returned to the Proposer.

All Proposals must be delivered to and be received by the City’s Department of Public Purchase at the aforementioned address no later than 2:00 p.m. Eastern Standard Time on the Proposal Submission Date indicated in Section 3.1 of this RFP. Any Proposal received after that time will remain unopened and will be returned to the Proposer.

In the event that a Proposer fails to submit all or any part of these items with its submission or if any submitted item is incomplete or incorrect, the City Department of Purchase will notify the Proposer and the Proposer shall have an additional three (3) business days to submit the missing item to the City Department of Purchase. Failure to submit the missing item will result in the disqualification of the Proposer if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the Proposer’s Proposal being considered in the form in which it was originally submitted.

4.1.3. **Number of Copies**

One original Proposal and nine (9) copies of the Proposal must be submitted. All Proposals must be complete, with all requested information, data and attachments. A copy of the Proposal must also be provided electronically (CD(s)) with the same format and content as the original hard-copy.
4.2. Proposal Contents

Proposers must provide the appropriate information in accordance with the content and format requirements set forth in each of these submission sections.

4.2.1. Proposal Transmittal Letter

The Proposal must include one fully-executed Proposal Transmittal Letter (Proposal Form 1) as provided in Section 5.1 of this RFP.

4.2.2. Executive Summary

The Proposer shall submit a summary detailing the key aspects of the Proposal. This section should include a clear statement of the Proposer’s understanding of the RFP and the contract requirements, and how the Proposer intends to meet the performance requirements. Proposers are cautioned not to use the Executive Summary to condition their Proposal. The Executive Summary shall not exceed ten (10) typed pages.

4.2.3. Qualifications

The Proposer shall provide the following qualification information:

Experience and References

The Proposer shall demonstrate its experience, including reference verifications for the evaluation pursuant to Section 3.0 of this RFP. The Proposer should provide detailed information describing its five most recent projects that demonstrate the Proposer’s ability to successfully implement the approaches outlined in the RFP and Agreement and effectively provide the services that the WPCA is requesting. The Proposer shall specifically address wastewater treatment systems, including wastewater treatment plants and collection systems (i.e., pump stations, interceptors, sanitary and combined sewers, etc.). The WPCA may, at its discretion, contact clients on this list to discuss the Proposer’s performance.

A brief description of five of these projects shall be provided, including the history of operation, current status, and a description of the Proposer's specific involvement in these projects. For each of the projects identified, provide the following information:

- Name and location.
- Client and owner.
- Name of the Project Guarantor, as applicable.
- The names, titles, telephone, fax numbers and e-mail addresses of key managerial-level contact persons of the owner for each system identified.
The names, titles, and telephone, fax numbers and e-mail addresses of key managerial-level contact persons of the Proposer for each system identified.

Applicability and relevance of referenced system.

Description of systems and processes operated and maintained by Proposer including size, capacity, staffing and average flows.

Revenue and expenses budget.

History of operations, including start-up date and years of service.

Key Proposer project contact for the given project.

Key Proposer personnel involved, if joint venture or partnership, indicate participating firms.

Description of the computer systems operated and the extent of automated systems at this facility.

Duration of contract(s) and number of renewals, if applicable.

The Proposer shall provide additional relevant experience pertaining to the following areas relating to the Agreement services to amplify the relevant experience: regulatory compliance, sludge treatment and disposal.

Financial Security

The Proposer shall submit financial information for the Company and Project Guarantor for the Services. Specifically, the following financial information shall be provided:

- Evidence of ability to provide security from a licensed surety and Proposer’s financial institution.
- Annual audited financial reports for each of the last three fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP) and all relevant notes.
- The most recent Form 10-K and Form 10-Q filed with SEC; or if not subject to SEC regulation, then the most recent quarterly financial report.

4.2.4. Technical Proposal

This section of the Proposal must present the technical aspects of the Proposer’s plan to meet all performance requirements for the engagement.

Operation and Maintenance Requirements

The Proposer’s approach for addressing all operations and maintenance requirements shall be described. The following provides an outline for this section of the Proposal with specific emphasis placed on the listed approaches for the performance of Services in accordance with the Agreement.
4.1 System Operations Strategy

- Operation and management of the System, including methods and procedures.
- Maximizing System efficiency and performance.

4.2 WWTP Operation & Maintenance Approach

- Maintenance, repair, and replacement of the Plants as outlined in the Agreement, which is part of the Service Fee Fixed Component.
- Operation, maintenance, and repair all existing WPCA vehicles and provision of any additional vehicles that may be required to perform the contract services.
- Asset management approach for maintenance of WWTP equipment and structures and benchmarking maintenance performance.

- Chemicals usage and effective odor control management.
- Sludge management services that optimizes sludge production, treatment and disposal services. If the Proposer plans to install sludge dewatering or other system(s) to optimize sludge treatment and minimize sludge disposal costs, the Proposer shall describe in detail such proposed sludge management system(s). All costs associated with the proposed sludge dewatering or treatment system(s) shall be included in the Service Fee Fixed Component. In addition, the Proposer shall identify the specific disposal or beneficial use site(s) and provide commitment letters from the owner or other designee to demonstrate control or authority to receive WPCA sludge during the Term.

- Energy management services to maximize efficiencies and employ energy conservation measures.
- Inventory management of consumable supplies required for operation and maintenance of System.
- Laboratory sampling, testing, and analysis in accordance with quality control plan.
- Records/data management and preparation of reports to support the WPCA efforts to obtain, manage and maintain all permits necessary for the operations of the System and in accordance with regulatory and governmental requirements, including Consent Agreements and Consent Orders requirements. Provision of monthly reports and other reports required in the Agreement in accordance with the current WPCA Monthly Report format.

- WPCA computerized maintenance and management system (CMMS) utilization and maintenance.
4.3 Collection System Operations & Maintenance

- Asset management approach for maintenance of collection system equipment.
- Inspection, cleaning and routine maintenance of the Collection System.
- Repair and replacement approach of the Collection System, including pipe break repairs and pipe replacement subject to the Collection System Replacement Fund.
- Sewer overflows and backups response approach to investigate and mitigate overflows.
- Energy management to maximize efficiencies and employ energy conservation measures.
- Inventory maintenance of consumable supplies.
- Records/data management and preparation of reports to support the required services and all permits (e.g., NPDES, MS4) necessary for the operations of the System and in accordance with regulatory and governmental requirements, including Consent Agreements and Consent Orders requirements. Provision of monthly reports and other reports required in the Agreement in accordance with the current WPCA Monthly Report format.
- Software management and utilization to record Collection System assets and maintenance work and update the GIS and CMMS systems.
- Buildings and grounds maintenance, janitorial services, pest control, etc.

4.4 Capital Improvements Program

- Approach to prioritizing and developing capital improvements to assure quality and effective construction and startup of new systems and equipment.
- Financial records management.

4.5 Performance

- Compliance with Performance Standards and all environmental regulations.
- Performance monitoring documentation to facilitate contract administration including all items required in the Agreement as well as changes submitted by WPCA.
Section 4
Proposal Requirements

4.6 Management and Operations Transition

- MBE utilization.

- Approach for smooth transition between the Predecessor Operator and the Company, including activities to meet with and offer employment to Designated Employees, transition of management with the current non-represented employees and working with the current employee unions and collective bargaining agreements.

- Procedures for transitioning operation and maintenance information and other records from the Predecessor Operator and WPCA to the Company and for setting up new operation and maintenance reporting systems.

- Approach for inventory assessment, supplier accounts, and other activities to ensure a smooth transition.

- Approach for smooth transition between the Company and the succeeding operator.

4.7 Customer Service Standards and Public Education

- Billing and collection services and all other customer services using the current customer service firm.

4.8 Potential Sludge Digestion and Cogeneration Project

- Provide description of issues that would need to be addressed if such a facility were to be constructed at the West Side Plant. Considerations could include, but not limited to: impact of digester effluent on treatment processes, hauling of sludge, beneficial use and/or disposal options for digested sludge, and any other operation related issues.

All required Services to be included in the Service Fee Fixed Component are set forth in the Agreement including performance based specifications provided in the Appendices and may not be specifically addressed within the above list.

Labor Requirements

The technical portions of the Proposals shall address the Proposer’s approach for all organizational, administrative, staffing, and training issues. Information shall be provided on how the Proposers will address all utility functions including, but not limited to, management, operation, maintenance, regulatory compliance, finance, human resources, Management Information System (MIS), customer services, metering services, engineering services, repair and replacement functions, etc. Proposers shall provide an organization chart. The qualifications of key staff shall be provided, along with their specific roles and responsibilities. In particular, the Proposer shall identify key staff designated responsibility for each Plant and the Collection System.
The Proposal shall specifically detail the experience and qualifications, including a full resume, of the proposed project manager for the WPCA System. The project manager shall have 10 years of operation experience with wastewater treatment facilities and collection systems. The project manager is required to be the principal contact for the Agreement. The project manager shall have the authority to direct activities as required by the Agreement and as notified by the WPCA. The Proposer shall recognize that any changes to the project manager are subject to review and approval by WPCA. The WPCA may notify the Company and require that the project manager be removed from the WPCA project and replaced by a qualified individual in accordance with the Agreement. Such removal is based on the project manager’s failure to manage the project in accordance with the Agreement.

Proposals shall describe how employees will be trained, certified (as applicable), and given the opportunity for advancement. Specific emphasis shall be placed on how the proposed programs will improve operations and enhance environmental compliance. The costs for training and certification programs shall be included in the proposed Service Fee Fixed Component. The Proposer shall assume for the preparation of the Proposal that the salary and benefit levels for labor are equal or better than the existing collective bargaining agreements.

4.2.5. Business/Financial Proposal

This section must present and separately address the business and financial aspects of the Proposals, as noted below:

Project Guarantor Commitment

The Proposer shall describe how it plans to use the Project Guarantor to guarantee all requirements of the RFP and the Agreement for the System. The Proposer shall provide a commitment from the Project Guarantor as identified in the response to the RFQ, as amended. The Project Guarantor is to complete and submit Proposal Form 3.

Service Fee

Proposers are to review the Agreement to fully understand the Service Fee formula. The Service Fee Fixed Component for the Proposal shall include all items (i.e., operation and maintenance fee, insurance, etc.) set forth in the Agreement. The Service Fee Fixed Component shall remain in effect through the first anniversary of the Commencement Date. Thereafter, the Service Fee Fixed Component shall escalate by the CPI for each subsequent Contract Year. The Proposer shall complete and submit Proposal Form 4.
Financial Information

Proposers shall submit the following information in addition to the financial information submitted in Section 4.2.3, which will be considered when evaluating financial qualifications:

1. Complete copies of annual audited financial statements, including all notes thereto for the most recent three years for all major team members, including the Project Guarantor, and operator.
2. Contingent liability, bankruptcies, and litigation.
3. Bank references for the Project Guarantor.

Modifications to Agreement

As defined in this RFP, the Proposers are strongly encouraged to submit the requested information based on the form of the Agreement provided in Attachment A as its base Proposal. As noted previously in the RFP, the WPCA is interested in alternate Proposals that provide innovative and cost saving opportunities to the WPCA. Such alternate Proposals may include, but are not limited to, alternate contract structures, modified payment provisions, increased operational efficiencies, refined Agreement terms, and different allocation of risks. Such changes may be submitted provided that the Proposer believes that cost savings or other benefits will be provided to the WPCA. Proposers are invited to submit an alternate Proposal, including changes to the Service Fee, based on a mark-up of the Agreement. In this section of the Proposal, the Proposer shall identify such proposed changes to the Agreement. Such modifications shall be clearly delineated and the business benefits and operational enhancements identified. The Proposer shall identify in a tabular format the specific technical and cost benefits associated with each modification. Any alternate Proposal shall be in compliance with IRS Rev. Proc. 97-13, as amended.
5. Proposal Forms

To be deemed responsive to this RFP, Proposers must provide the information requested in Section 4 of this RFP and complete all Proposal Forms contained in this section. 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 completed in ink or be typewritten.

The required Proposal Forms are outlined below and provided in this section. Electronic files of the Proposal Forms may be downloaded from: https://www.bidsync.com/DPX?ac=powersearch&srchoid_override=127467.

- Proposal Form 1 Proposal Transmittal Letter
- Proposal Form 2 Proposer Information
- Proposal Form 3 Project Guarantor Acknowledgement
- Proposal Form 4 Service Fee Fixed Component
- Proposal Form 5 Surety Letter of Intent (Operations Performance Bond)
- Proposal Form 6 Bank Letter of Intent (Letter of Credit)
- Proposal Form 7 Insurance Company Letter of Intent
- Proposal Form 8 Labor Commitment Acknowledgement

5.1. Proposal Transmittal Letter

The WPCA must receive one fully-executed Proposal Transmittal Letter (Proposal Form 1) from the Proposer acknowledging that the Proposer has completely reviewed and understands and agrees to be bound by the requirements of the RFP.

The Proposal Transmittal Letter and all attachments thereto must be signed by a representative of the Proposer who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal. The Certificate of Authorization, which shall
be included as Attachment 1 to the Proposal Transmittal Letter, must also be submitted with the Proposal. If the Proposer is a partnership, the Proposal Transmittal Letter must be signed by one or more of the general partners. If the Proposer is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the Proposer is a joint venture, each firm in the joint venture shall sign a separate Proposal Transmittal Letter. Anyone signing the Proposal Transmittal Letter as an agent must file with it legal evidence of his or her authority to execute such Proposal Transmittal Letter. The Proposal Transmittal Letter shall include the following attachments:

- Attachment 1 - Certificate of Authorization
- Attachment 2 - Project Team Member List

5.2. Proposer Information

Proposers will provide contact information, and certify its related history and legal standing. The form must be signed by the appropriate individual of the Proposer authorized to commit to the proposed contracted services.

Proposers must indicate on Proposal Form 2 the names of any officers, directors, members and owners who own more than 5 percent ownership interest in the proposing entity or any other member of the project team. Each Proposer and its Project Guarantor should be required to execute a statement that it has no conflicts of interest, has not been debarred from public contracting in any jurisdiction within the previous 5 years, that none of its officers, directors, members or owners holding more than a 5% ownership interest has been charged with, pled guilty to or been convicted of a crime punishable by more than 1 year in prison or a fine in excess of $10,000 related to its business operations or otherwise adversely affecting the integrity of its business or the fairness or legality of its business practices.

5.3. Project Guarantor Acknowledgement

The Project Guarantor will be required to sign a Guaranty Agreement with WPCA in the form set forth in the Agreement, in which it will irrevocably, absolutely and unconditionally guarantee all obligations of the Company under the Agreement. The Company shall submit Proposal Form 3 (Project Guarantor Acknowledgment) signed by an officer of its Project Guarantor demonstrating its willingness to execute the Guaranty Agreement. A Certificate of Authorization (Attachment 1 to the Project Guarantor Acknowledgment) attesting to such authorization must also be submitted with the Project Guarantor Acknowledgment. If the Project Guarantor is a partnership, the Project Guarantor Acknowledgment must be signed by one or more of the general partners. If the Project Guarantor is a corporation, an authorized officer shall sign his or her name to the Project Guarantor Acknowledgment and indicate his or her title beneath the full
corporate name. If the Project Guarantor is a joint venture, each firm in the joint venture shall sign a separate Project Guarantor Acknowledgment. Anyone signing the Project Guarantor Acknowledgment as an agent must file with it legal evidence of his or her WPCA to execute such Project Guarantor Acknowledgment.

5.4. Service Fee

The Proposer shall complete Service Fee Fixed Component Proposal Form 4. All items to be contained in the Service Fee Fixed Component are set forth in the Agreement, including all insurance costs and requirements. The Service Fee Fixed Component shall remain in effect through the end of Contract Year 1, in accordance with the Agreement. Thereafter, the Service Fee Fixed Component shall escalate by the CPI as defined in the Definitions section of the Agreement for each subsequent Contract Year.

In addition, the Proposer shall provide its proposed Adjustment for Sludge. The Adjustment for Sludge shall be in effect beginning with Contract Year 2 and shall be calculated annually in accordance with the Agreement. The Adjustment for Sludge shall escalate by the CPI as defined in the Definitions section of the Agreement for each subsequent Contract Year.

5.5. Required Surety and Letter of Credit

The Proposer shall provide a letter of intent from a surety approved by the WPCA (Proposal Form 5) indicating that the surety is highly confident that when full application is made by the Proposer, if the WPCA so elects, the bank will furnish the required operations performance bond as described in Section 2.7.1 of this RFP, as security for the performance of the Agreement.

The Proposer shall provide a letter of intent from a commercial bank or other banking institution approved by the WPCA (Proposal Form 6) indicating that the bank is highly confident that when full application is made by the Proposer, if the WPCA so elects, the bank will furnish the required letter of credit as described in Section 2.7.2 of this RFP, as security for the performance of the Agreement.

5.6. Required Insurance

The Proposer shall provide a letter of intent from a licensed insurance company approved by the WPCA (Proposal Form 7) indicating that the insurance company is highly confident that when full application is made by the Proposer, if the WPCA so elects, the surety will furnish the required insurance as described in Section 2.3 of this RFP and the Agreement.
5.7. Labor Commitment Acknowledgement

The Proposer shall provide a letter of intent (Proposal Form 8) demonstrating its willingness to commit to the labor principles outlined in this RFP.
Operation, Maintenance and Management of the Wastewater Treatment System

Proposal Form 1
Proposal Transmittal Letter

(To be typed on Proposer’s Letterhead)

[Date]

William E. Robinson
Acting General Manager
Water Pollution Control Authority
695 Seaview Avenue
Bridgeport, CT 06607

Dear Mr. Robinson:

____________________ (the "Proposer") hereby submits its Proposal in response to the Request for Proposals for Operation, Maintenance, and Management of the Wastewater Treatment System issued by the City of Bridgeport, CT Water Pollution Control Authority (the "WPCA"), as amended, (the "RFP") on December 14, 2011, as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent and warrant, on behalf of the Proposer team, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

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2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this Proposal Form is a Certificate of Authorization that evidences my authority to submit the Proposal and bind the Proposer.
3. All Project Team Members identified to date are identified in Attachment 2 to this Proposal Form.

4. The Proposer's obligations under the Agreement will be guaranteed absolutely and unconditionally by ______________, as evidenced by the Project Guarantor Acknowledgment certificate submitted as Proposal Form 3. Attachment 1 to Proposal Form 3 is a Certificate of Authorization, which evidences the signer’s authority to submit the Project Guarantor Acknowledgment certificate and enter into a Guaranty Agreement with WPCA.

5. The operations performance bond as security for performance of the Agreement, will be provided by ____________, as evidenced by such Surety’s letter of intent submitted as Proposal Form 5.

6. The letter of credit as security for performance of the Agreement, will be provided by ___________ (or another banking institution approved by the WPCA and licensed in Connecticut), as evidenced by such banking institution’s letter of intent submitted as Proposal Form 6, if such a letter is requested by the WPCA.

7. The Required Insurance required by the Agreement will be provided or brokered by ____________ , as evidenced by such insurance company’s letter of intent submitted as Proposal Form 7.

8. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that WPCA will rely on such information and statements in selecting the selected Proposer and executing the Agreement.

9. The Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.

10. Neither the Proposer, the Project Guarantor nor any Project Team Member is currently suspended or debarred from doing business with any governmental entity.

11. The Proposer has reviewed all of the engagements and pending engagements of the Proposer and the Project Guarantor, and no potential exists for any conflict of interest or unfair advantage.

12. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer or the Project Guarantor.
13. The principal contact person who will serve as the interface between WPCA and the Proposer for all communications is:

NAME: ____________________________
TITLE: ____________________________
ADDRESS: ________________________
PHONE: ___________________________
FAX: _____________________________
E-MAIL: __________________________

14. The individuals who will be the Proposer's key technical and legal representatives are set forth below:

Technical Representative:

NAME: ____________________________
TITLE: ____________________________
ADDRESS: ________________________
PHONE: ___________________________
FAX: _____________________________
E-MAIL: __________________________

Legal Representative:

NAME: ____________________________
TITLE: ____________________________
ADDRESS: ________________________
PHONE: ___________________________
FAX: _____________________________
E-MAIL: __________________________

15. The Proposer has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the price set forth in the Proposal Forms.
Name of Proposer

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _______________
County of _______________

On this ________ day of ____________, 2012, before me appeared
______________, personally known to me to be the person described in and who
executed this _____________ 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.

Notary Public in and for the State of ________________

(seal)

(Name printed)

Residing at __________________________

My commission expires ________________________
Attachment 1

CERTIFICATE OF AUTHORIZATION*

I, ____________________, a resident of _____________________ in the State of _____________________, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____________________, a corporation duly organized and existing under and by virtue of the laws of the State of _____________________; that I have custody of the records of the corporation; and that as of the date of this certification, _____________________ holds the title of _____________________ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Operation, Maintenance and Management of the WPCA System issued by the Water Pollution Control Authority on December 14, 2011, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ____________________ day of __________, 2012.

(Affix Seal Here)

__________________________
Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory’s address is outside of the United States.
**Attachment 2**

**PROJECT TEAM MEMBER LIST**

Name of Project team (if any): __________________________________________

Names and roles of Proposer, Project Guarantor, subcontractors and all other Project team members identified to date:

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Operation, Maintenance and Management of the Wastewater Treatment System

Proposal Form 2
Proposer Information

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE WPCA WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Proposer: _____________________________
Person signing this form: ___________________________
Title: __________________________
Phone Number: (          ) ________-__________

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the WPCA is entitled to rely thereon:

1. Business is (check one)
   □ a corporation       □ a general partnership
   □ a limited liability company       □ a sole proprietorship
   □ a limited liability partnership       □ other ____________.

2. Business Address: ____________________________________________
                    ____________________________________________

3. State of incorporation or organization: □ Connecticut
   □ Other ______________
   If other, attach certificate of authority to do business in Connecticut.
4. What other trade names does the Proposer use, if any?

________________________________________
________________________________________
________________________________________

5. (a) Identify all officers, directors, managing or general partners, or managing members.

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(b) Identify officers, directors, members and owners of 5% or more interest in the proposing entity or any other member for the project team:

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City of Bridgeport WPCA
Request for Proposals for Operation, Maintenance, and Management of the Wastewater Treatment System
6. Identify all subcontractors to which the Business intends to give 5% or more of its total, subcontract work on this contract.

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<th>Name of subcontractor</th>
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7. Identify any parent organization of the Proposer.

Parent’s name ________________________________, a

☐ a corporation          ☐ a general partnership
☐ a limited liability company ☐ a sole proprietorship
☐ a limited liability partnership ☐ other ______________.

State of Incorporation or organization: ______________

8. Has the Proposer, its Parent Guarantor, its parent organization, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of nolo contendere, or otherwise admitted to:

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City of Bridgeport WPCA
Request for Proposals for Operation, Maintenance, and Management of the Wastewater Treatment System
or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor?

c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?

d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.

e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions?

f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?

g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?

EXPLAIN ANY “YES” ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.

9. Proposers shall identify each case within the last five (5) years where:

- A civil, criminal, administrative, bankruptcy, litigation or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under an Agreement for the operation and maintenance of a wastewater treatment plant, or any municipal contract;
- A county, municipality, or other entity terminated a written Agreement with the Proposer concerning the operation and maintenance of wastewater treatment plants; or
- Administrative fines, liquidated damages, or other penalties were deducted from the Proposer's payments under a contract for the operation and maintenance of wastewater treatment plants. For each case identified, the Proposer must describe the basic facts concerning the case and its current status.
- Any case or proceeding brought within the last ten years by the Securities and Exchange Commission that involves the Proposer, any parent corporation, subsidiary, affiliated business entity, or any owner or officer of the Proposer.
10. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE WPCA. ________ (Initial)

11. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE. ________ (Initial)

Dated: _______________________ _________________________

Name: ____________________________________________
Title: ____________________________________________
duly-authorized
Operation, Maintenance and Management
of the Wastewater Treatment System

Proposal Form 3
Project Guarantor Acknowledgement

William E. Robinson
Acting General Manager
Water Pollution Control Authority
695 Seaview Avenue
Bridgeport, CT  06607

Dear Mr. Robinson:

The undersigned hereby represents to the Water Pollution Control Authority (WPCA) that if __________________________________ (the "Proposer") is awarded the Agreement for the Proposal submitted for the Request for Proposals for Operation, Maintenance, and Management of the Wastewater Treatment System (the "RFP") issued by the City of Bridgeport, CT Water Pollution Control Authority (the "WPCA") on December 14, 2011, as amended, the Guarantor agrees to fully and unconditionally guarantee all obligations of whatever kind or nature of the Proposer to WPCA. Those matters which the undersigned will guarantee shall include, but shall not be limited to the following:

- All financial, payment, and performance obligations of the Proposer under the Agreement to be executed by the Company and WPCA.
- All obligations of the Proposer to operate, maintain and manage the WPCA Wastewater System in accordance with the Agreement.
- All indemnification obligations of the Proposer to WPCA for any claims, losses, damages or liabilities arising out of any acts or omissions of the Proposer, its agents, contractors, subcontractors, and employees, in performing the Services, in accordance with the Agreement, including but not limited to (1) operating, maintaining, and managing the WPCA System and providing customer services; and (2) treating wastewater to meet the performance requirements included in the Agreement.

The undersigned acknowledges that (s)he has reviewed the Form of Guaranty Agreement, and agrees that _________________________ (the Guarantor) will execute such Guaranty Agreement concurrently with execution of the Agreement.

Sincerely yours,

________________________________________________________________________
Authorized Representative

________________________________________________________________________
Name of Firm
PROJECT GUARANTOR CERTIFICATE OF AUTHORIZATION*

I, ____________________, a resident of _____________________ in the State of _____________________, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____________________, a corporation duly organized and existing under and by virtue of the laws of the State of _____________________; that I have custody of the records of the corporation; and that as of the date of this certification, _____________________ holds the title of ________________ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Guaranty Acknowledgment submitted by the corporation as part of the ______________ (the Proposer’s) response to the Request for Proposals for Operation, Maintenance and Management of the WPCA System issued by the Water Pollution Control Authority on December 14, 2011, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ____________________ day of __________ 2012.

(Affix Seal Here)

______________________________
Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed the Guarantor Acknowledgment as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.
# SUMMARY OF SERVICE FEE FIXED COMPONENT

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<tr>
<td>Operating Expenses (supplies, materials, etc.)</td>
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<tr>
<td>Utilities&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Chemicals</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Maintenance, Repair and Improvement&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
<tr>
<td>- WWTPs (including pump station equipment, facilities and vehicles)</td>
<td>$ /yr</td>
</tr>
<tr>
<td>- Collection System (including pipelines, manholes, other structures and vehicles)</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Sludge Management and Residuals Management/Disposal</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Sludge Hauling and Disposal&lt;sup&gt;(5)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Laboratory Costs</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Billing and Collection Services&lt;sup&gt;(6)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Letter of Credit&lt;sup&gt;(7)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Insurance&lt;sup&gt;(8)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Legal Services</td>
<td>$ /yr</td>
</tr>
<tr>
<td>All Other (specify via the addition of the necessary line items below)&lt;sup&gt;(9)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
<tr>
<td>+</td>
<td>$ /yr</td>
</tr>
<tr>
<td>Service Fee Fixed Component&lt;sup&gt;(1)(2)&lt;/sup&gt;</td>
<td>$ /yr</td>
</tr>
</tbody>
</table>
## SERVICE FEE FIXED COMPONENT – ADJUSTMENT FOR SLUDGE

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustment for Change in Annual Sludge Quantity</td>
<td>$/dry ton</td>
</tr>
</tbody>
</table>

Notes:

1. The Service Fee Fixed Component shall remain in effect through the first anniversary of the Commencement Date. Thereafter, the Service Fee Fixed Component shall escalate by CPI in accordance with the Agreement. The Agreement outlines all costs that must be included in the Service Fee Fixed Component.
2. All costs are in 2012 dollars.
3. All utilities, exclusive of electricity and natural gas.
4. Sum of WWTPs and Collection System Maintenance, Repair and Improvement line items.
5. Includes only Sludge hauling and disposal. The WPCA reserves the right to exclude Sludge disposal services in accordance with the Agreement.
6. Represents billing and collection services in accordance with the Agreement.
7. The WPCA reserves the right to request a Letter of Credit as set forth in the RFP and Agreement at its discretion.
8. Includes all insurance costs, in accordance with the Agreement.
9. All Other Costs represents all costs for the services required in accordance with the Agreement.
10. The WPCA reserves the right to exclude Sludge disposal services from the Agreement. If the total annual sludge produced and disposed of from the two WPCA treatment plants exceeds an annual Upper Threshold of 5,335 dry tons in a Billing Year, the Service Fee Fixed Component will be increased for that Billing Year by the difference between the dry tons received and processed at the disposal facility for that year and 5,335 dry tons times the unit cost proposed. If no price adjustment is proposed, insert the word “ZERO” where appropriate. Pursuant to the Agreement, any such adjustments to the Service Fee Fixed Component shall be computed only for that specific Billing Year and shall not result in a permanent adjustment to the Service Fee Fixed Component for the remainder of the Term.
11. The WPCA reserves the right to exclude Sludge disposal services from the Agreement. If the total annual sludge produced and disposed of from the two WPCA treatment plants is less than the annual total Lower Threshold of 4,365 dry tons in a Billing Year, the Service Fee Fixed Component will be decreased for that Billing Year by the difference between the dry tons received and processed at the disposal facility for that year and 4,365 dry tons times the unit cost proposed. If no price adjustment is proposed, insert the word “ZERO” where appropriate. Pursuant to the Agreement, any such adjustments to the Service Fee Fixed Component shall be computed only for that specific Billing Year and shall not result in a permanent adjustment to the Service Fee Fixed Component for the remainder of the Term.

Name of Authorized Representative

_______________________________
Name of Authorized Representative

Signature

_______________________________
Signature

Title

_______________________________
Title
Operation, Maintenance and Management
of the Wastewater Treatment System

Proposal Form 5
Surety Letter of Intent
Operations Performance Bond
(to be typed on Surety's Letterhead)

William E. Robinson
Acting General Manager
Water Pollution Control Authority
695 Seaview Avenue
Bridgeport, CT 06607

Dear Mr. Robinson:

____________________ (the "Proposer") has submitted herewith a Proposal in response
to the Request for Proposals for Operation, Maintenance and Management of the Wastewater
Treatment System issued by the City of Bridgeport, CT Water Pollution Control Authority
(the "WPCA"), as amended, (the "RFP"), dated December 14, 2011. The RFP requires the
selected Proposer to enter into the Agreement for the services described in the RFP, if the
Proposer is determined to be the selected Proposer and is approved for execution of the
Agreement.

The Surety has reviewed the Proposer's Proposal that will form the basis of the
Agreement. The Surety hereby certifies that it intends to issue on behalf of the Proposer, as
security for performance of the Services required under the Agreement, an Operations
Performance Bond in an amount equal to annual amount of the then-current Service Fee
Fixed Component to be renewed annually for the Agreement Term for the benefit of the
WPCA in the event the Proposer is selected for final negotiations and execution of the
Agreement.

_______________________________
Name of Surety

_______________________________
Name of Authorized Signatory

_______________________________
Signature

_______________________________
Title

City of Bridgeport WPCA
Request for Proposals for Operation, Maintenance, and Management of the Wastewater
Treatment System
Dear Mr. Robinson:

____________________ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals for Operation, Maintenance and Management of the Wastewater Treatment System issued by the City of Bridgeport, CT Water Pollution Control Authority (the "WPCA"), as amended, (the "RFP"), dated December 14, 2011. The RFP requires the selected Proposer to enter into an agreement to perform all services described in this RFP and the Agreement.

The Bank has reviewed the Proposer's Proposal which will form the basis of the Agreement. The Bank hereby certifies that, if the WPCA elects to require such security, it intends to issue on behalf of the Proposer, as security for performance under the Agreement, a direct payment letter of credit to equal to 50% of the annual Service Fee Fixed Component (amount to be determined) to remain in effect throughout the term of the Agreement for the benefit of the WPCA in the event the Proposer is selected for final negotiations and execution of the Agreement.
Operation, Maintenance and Management of the Wastewater Treatment System

Proposal Form 7
Insurance Company Letter of Intent
(To be typed on Insurance Company’s Letterhead)

William E. Robinson
Acting General Manager
Water Pollution Control Authority
695 Seaview Avenue
Bridgeport, CT 06607

Dear Mr. Robinson:

______________________________ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals for Operation, Maintenance and Management of the Wastewater Treatment System, issued by the City of Bridgeport, CT Water Pollution Control Authority (the "WPCA"), as amended, (the "RFP"), dated December 14, 2011. The RFP requires the selected Proposer to enter into an Agreement for the services described in the RFP, if the Proposer is determined to be the selected Proposer and is approved for execution of the Agreement.

The Insurance Company has reviewed the Proposer's Proposal which will form the basis of the Agreement. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in the RFP in the event the Proposer is selected by the WPCA's Selection Committee for approval and execution of the Agreement.

Name of Insurance Company

______________________________

Name of Authorized Signatory

______________________________

Signature

______________________________

Title
Operation, Maintenance and Management of the Wastewater Treatment System

Proposal Form 8
Labor Commitment Acknowledgement

William E. Robinson
Acting General Manager
Water Pollution Control Authority
695 Seaview Avenue
Bridgeport, CT 06607

Dear Mr. Robinson:

The undersigned hereby represents to the Water Pollution Control Authority (WPCA) that if ______________________ (the Proposer”) is awarded the Agreement for the Proposal requested by the Request for Proposals for Operation, Maintenance and Management of the Wastewater Treatment System issued by the City of Bridgeport, CT Water Pollution Control Authority (the "WPCA"), as amended, (the "RFP"), dated December 14, 2011, the Guarantor agrees to commit to the labor principles outlined in the Agreement. Those matters which the undersigned will guarantee shall include, but not limited to the following:

- All current employees of the company currently providing the operation, maintenance and management of the WPCA wastewater treatment system (the “Predecessor Operator”) will be offered employment by the Company.
- All current employees of the Predecessor Operator will be provided with a similar wage and benefit package as provided by the Predecessor Company.
- There will be no disruptions in pension plans. The Company will provide retirement benefits that mirror those of the Municipal Employee Retirement Fund (MERF) plan, which is the state-managed retirement fund that the Predecessor Company now has under its labor arrangements with the City.

The undersigned acknowledges that (s)he has reviewed the MERF plan and existing collective bargaining agreements and agrees that ______________________ (the Proposer) will adhere to such labor requirements concurrently with execution of the Agreement.

________________________________________
Authorized Representative

________________________________________
Name of Firm