

REQUEST FOR QUALIFICATIONS FOR OPERATOR OF RECORD FOR SPRINGERVILLE'S WATER SYSTEM

The Town of Springerville is accepting qualification statements from interested ADEQ water operators with a grade 3 distribution or higher.

Respondents to the Request for Qualifications (hereinafter referred to as RFQ) must submit a written proposal to the Town Clerk's Office by 4:00pm (Arizona time) on Thursday, June 30, 2022. Qualifications can be delivered or mailed to the Town Clerk Office, Town of Springerville, 418 E Main St, Springerville, AZ 85938 or can be sent via facsimile to (928) 333-5598 or via email to kmiller@springervilleaz.gov.

Further information on this process may be obtained through Kelsi Miller, Town Clerk, whom you may contact via email at kmiller@springervilleaz.gov or by telephone at (928) 333-2656 ext. 224.

Base Services for Water System Operator of Record

Operator of Record will:

Provide qualified staff to serve as the Operator of Record (OR) for the Water System.

- Assist OWNER staff in understanding proper facility operations and routine preventative maintenance, this would include in-house testing procedures, process control, record keeping and reporting, housekeeping, observation, and oversight of routine preventative maintenance of the Treatment Plant per the general recommendations of the O & M manuals.
- Assess OWNER staff performance of preventative maintenance per the general recommendations of the O & M manuals.
- Assess and advise OWNER staff related to the completion of necessary sampling required by the current permits of the regulatory agencies.
- Train and assist OWNER staff with preparation of reports for the regulatory agencies.
- Advise OWNER relating to regulatory agency issues.
- Evaluate and work with OWNER staff to make necessary operational changes within the water production, storage and distribution system needed to maintain proper system operation per the general recommendations of the O & M manual.
- Be available to respond to supplemental service requests and emergency conditions at the request of OWNER. This includes phone consultation. Should OR personnel be requested by the OWNER to respond on site to emergency conditions, such services are authorized and will be followed by a written report.

- Evaluate and make necessary operational procedure changes within the production, storage and distribution system for optimal performance.

- Consult weekly with the designated representative of the OWNER staff to ensure adequate communication.

There may be other areas of support that may be requested of OWNER, the rates for these services will be determined at the time of that need. The fee for any Supplemental Service may be negotiated based upon an hourly rate plus expenses of an agreed upon Lump Sum.

All Supplemental Services will be subject to the terms of this agreement and billed from portal to portal.

GENERAL TERMS AND CONDITIONS OF CONTRACT

Any Respondent entering into a contract with the Town must agree to a number of general terms and conditions.

1. Compliance with Laws: In performing this contract, Respondent shall comply with applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments, including, but not limited to, the Arizona Worker's Compensation Act and all Federal and State tax laws. Because respondent will be acting as an independent contractor, the Town assumes responsibility for Respondent's acts.

The successful Respondent shall comply fully with applicable laws, regulations, and codes governing non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder.

2. Non-Waiver of Liability: The Town of Springerville, as a public entity supported by tax money, in execution of its public trust, cannot agree to waive any lawful or legitimate right to protect the public treasury and the right of the taxpaying public to recover amounts lawfully due it. Therefore, any Respondent submitting a Submittal herein agrees that it will not insist upon or demand any statement whereby the Town agrees to limit in advance or to waive any right the Town might have to recover actual lawful damages in any court of law under applicable Arizona law. The Town may agree to liquidated damages in lieu of certain delay damages.
3. Applicable Laws: Any and all legal disputes arising under the contract or out of the RFQ herein shall be tried according to the law of the State of Arizona and Respondent shall agree that the venue for any such action shall be in the State of Arizona, County of Apache.
4. Organization Employment Disclaimer: Any contract entered into as a result of this

RFQ will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth herein. Respondent will agree that no persons, supplied by it in the performance of the contract, are employees of the Town and further agrees that no rights to the Town's civil service, personnel rules and benefits accrue to such persons.

Respondent shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premium appurtenant thereto concerning such persons provided by Respondent in the performance of the contract, and Respondent shall hold the Town harmless with respect thereto.

5. Transactional Conflicts of Interest: Respondents acknowledge that any contract resulting from this RFQ submittal is subject to cancellation by the Town pursuant to the provisions of A.R.S. 38-511.
6. Confidentiality of Information: Respondent shall treat all information furnished by the Town and the results of the project hereunder as confidential. Respondent shall not disclose such information to others without the prior written consent of the Mayor and Council's authorized representative.
7. Compliance with the Immigration Report and Control Act of 1986 ("IRCA"): Respondent understands and acknowledges the applicability of the IRCA. Respondent agrees to comply with IRCA in performing under any contract contemplated by this RFQ and to permit the Town to inspect Respondent's personnel records to verify such compliance.
8. Insurance: The successful Respondent shall provide the Town with evidence of current professional liability insurance coverage in a form and amounts satisfactory to the Town and in compliance with state law requirements.
9. Fund Appropriation Contingency: Respondent recognizes that any contract entered into shall commence upon the day first provided and shall continue in full force and effect until termination in accordance with its provisions. Respondent herein recognizes that the continuation of any contract after the close of any given fiscal year of the Town, which fiscal year ends on June 30th of each year, shall be subject to the approval of the budget of the Town providing for or covering such contract item as an expenditure therein. The Town does not represent that said budget item will be actually adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.