

Request for Proposals
For Professional Operation, Maintenance & Management Services

The Town of Leakesville, Mississippi will accept sealed proposals from qualified firms for professional services related to the Operation, Maintenance, and Management of its water and wastewater systems. Firms proposing to furnish such professional services are requested to submit a statement of their qualifications, experience, and list of at least five (5) references including their names, addresses, and telephone numbers. All proposals shall be submitted to the attention of Mr. Rex Garretson, Town Clerk, Town of Leakesville, 301-A Lafayette Ave., Leakesville, MS 39451 by December 22, 2020 at 2pm, at which time all proposals will be publicly opened and read aloud in the Board Room at Town Hall.

All proposals shall be submitted in a sealed envelope marked "Water and wastewater management proposal," and if any envelope is not so marked, any proposal contained therein will not be considered. Include one (1) original and seven (7) copies. All proposal envelopes must contain the firm's name and mailing address on the face of the envelope. Proposal information may be obtained at the Town Clerk's Office during office hours or by contacting (601) 394-2383. No proposal may be withdrawn for a period of thirty (30) days after the above proposal opening date. The Town of Leakesville Board of Aldermen reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the Town or to reject any/all bids.

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REQUEST FOR PROPOSALS FOR THE OPERATION, MAINTENANCE, AND MANAGEMENT SERVICES FOR WATER MAINTENANCE, SEWER MAINTENANCE, AND WASTEWATER TREATMENT.

The Town of Leakesville, Mississippi (Town) is requesting a proposal from firms (Firm) capable of entering into a minimum five (5) year contract to provide professional operation, maintenance and management services to the Town of Leakesville consisting of Water Maintenance, Sewer Maintenance, and Wastewater Treatment.

The Scope of work includes, but is not limited to, the following:

- A. Personnel: Firm shall employ all staff necessary to carry out the functions described in the RFP and will pay all costs associated with such employment. Employees will be paid fair wages as appropriate to the Leakesville labor market. All personnel management will be in accordance with local, state and federal laws. All existing Town employees directly related to these services shall be considered AS PRIORITY for employment.
- B. Water Distribution System: Firm shall employ all distribution system operational staff as required to operate Town's water distribution system in accordance with best management practices and to ensure compliance with all Town, State, and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Mississippi. Firm will be responsible for repairing water leaks, pipe breaks, meter reading, fire hydrant repairs and maintenance, flow testing, new service installations, work orders, meter cut-offs/ons, service restoration, emergency repairs, exercising water valves, as well as other services necessary to operate the water distribution system. Firm will also be responsible sampling and reporting for water system permit compliance and reading Town water meters. Firms shall have water tanks inspected on an annual basis by a certified tank inspector.
- C. Wells: Firm will have experience in the operations and maintenance of ground water systems similar to the Town's.
- D. Wastewater Collection System: Firm will employ all collection system operational staff as required to operate Town's wastewater collection system in accordance with the best management practices and to ensure compliance with all Town, State and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Mississippi. Firm will be responsible for sewer backups, installation of sewer taps, line breaks, manhole locations and repairs, and sewer overflow responses. Firm will assist the Town in the reduction of inflow and infiltration (I&I). Firm will have capability and the equipment to provide flow monitoring, cleaning and video inspections of lines, and smoke testing experience and equipment.
- E. Wastewater Treatment Plant: Firm will operate, manage and maintain the existing 3 MGD Facility and land application system in accordance with all local,

state and federal standards. Firm will also conduct all sampling and reporting as required by the Town's permit. In addition, Firm will administer the Town's Industrial Pretreatment Program. Firm will maintain all required certifications.

OPERATIONS CONTRACT PURPOSE AND OBJECTIVE:

The Town is seeking to maximize the community's benefit and use of the Water and Wastewater by contracting with an experienced and/or capable private management company. The goals and objectives listed below should assist submitting companies in developing their specific proposal, and should be considered to represent minimum standards for managing and operating the departments.

1. To enhance the quality of life for the residents and customers of Leakesville by providing a safe and plentiful water supply in an economic and efficient manner.
2. To staff, manage, operate, maintain and when needed, expand the Water Distribution and Wastewater Collection Systems:
 - a. To the highest Industry stands;
 - b. In compliance with and pursuant to all manufacturer's warranties and recommendations with respect to Town equipment and assets;
 - c. In compliance with all applicable state, federal and local laws and regulations;
 - d. Pursuant to Town oversight and approval and consistent with Town rates, rules and policies.
3. To provide emergency and on-call customer and facilities support service 24 hours a day, seven days a week.
4. To obtain, if applicable, and maintain all necessary licenses, certifications and accreditations as necessary to operate, maintain and manage the Town's Water and Wastewater Systems.
5. To protect, repair and maintain the Town's facilities and equipment, so as to preserve and improve the Town of Leakesville's assets, investments, and services.
6. To provide the highest level of friendly, reliable, professional and responsive customer service utilizing to the extent feasible the Town's existing assets, facilities, office, and equipment.
7. To maximize revenues and to operate/maintain the System at the lowest possible cost to the customers.
8. To accomplish its work in a manner that enhances the reputation of the Town.
9. To hire local citizens and existing Town staff to the extent feasible and use local merchants and service providers to the extent possible.
10. To include input from the citizens and community leaders in developing operations and programming.
11. To operate pursuant to the annual budget and fee schedule adopted by the Town of Leakesville using the Town's existing resources.
12. To provide revenues that more than offset operating costs.
13. To provide all water, wastewater testing, monitoring and reporting as required by state, federal and local law and industry standards.

14. To maintain all assets of the water and wastewater systems, which are owned, leased or utilized by the Town.

PROPOSAL REQUIREMENTS:

1. Cover Letter: The cover letter should be signed by the principal contact and express the company's interest in entering into a contractual relationship with the Town of Leakesville. The letter should designate the name and address of the principal contact, telephone number, and email address.
2. Legal Form of Company: The Company should indicate its legal form (individual, partnership, corporation, joint venture, non-profit). If the company is a consortium, joint venture, or team, indicate the entity that is primarily responsible for the proposal.
3. Biography of Company Principals: The resume should include history of managing operations of a system or similar facility. A list of biographical information on staff who will be involved in the negotiation and oversight of the day-to-day administration of the proposed contract shall be included. This should include management individuals that will be available to assist the on-site staff. Also, relative expertise, tenure, evidence of relevant expertise and relevant personal, professional, and community accomplishments should be included.
4. Management Fee: The fee the company will charge for the operation, maintenance and management services offered under its proposal. This fee should include, but not limited to, the following:
 - A. Personnel - salaries, wages, overtime, pay differential, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees.
 - B. Vehicle and Equipment - Includes, but not limited to, vehicle maintenance and repairs, office equipment, safety equipment, tools, communication equipment, maintenance equipment, mechanical equipment and manually operated equipment, which must necessarily be owned by the company. Town will evaluate proposals which include provisions for its own acquisition/ownership of equipment.
 - C. Materials and Supplies - Includes, but is not limited to, water/wastewater/ground maintenance/streets parts and materials, gasoline and diesel fuel, vehicle supplies and parts as needed for repairs, vehicle accessories, lubricants, duplicating supplies, medical/first aid supplies, laboratory chemicals and supplies, clothing and uniforms and other materials.
 - D. Chemicals - All chemicals used currently in the treatment of the Town's water and wastewater systems. Town will accept alternate proposals including provisions for town acquisition/ownership of chemicals.

- E. Outside Services - includes, but is not limited to: equipment rentals, temporary and/or part-time help, legal fees, registrations, telephone, courier service, outside lab testing, dues, subscriptions, postage and freight charges, insurance and other professional services.
 - F. Other - Includes amortization of contractor-furnished capital and startup cost and overhead and profit, as well as any and all expenses not identified. The fee should include a proposal and recommendation on the firm's Repair and Maintenance account.
5. Experience: Submit any experience in the operation of a water distribution, wastewater collection, wastewater treatment or similar facilities and any expertise working with or contracting with a government entity.
 6. References: Provide a list of at least five (5) references including primary contact name, title, address and phone numbers. Provide a list of Public Works projects in the State of Mississippi.
 7. Staffing Plan: Provide a staffing plan for the System and its facilities, including job descriptions and qualifications, on-site staff schedule during operations, and any off-site schedule during operations, and any off-site staff support that will be available.
 8. General Operation: Provide proposed operating policies, procedures, and guidelines including operating hours, safety rules, emergency procedures for any repairs, recordkeeping and periodic reports to the Town, inspection of books and records by the Town or other government agency.
 9. Draft Contract: Include a draft agreement for the Town to review. Some of the general provisions the Town will expect to see in any final agreement are as follows:
 - Provisions for liability for the payment of fines and/or civil penalties levied against the Firm and/or Town by any regulatory agency having jurisdiction, as result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the Firm's negligence during the period of the contract.
 - Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facilities (systems) and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.
 - Provision of indemnification and hold harmless of the Town and its agents, officers, assigns, employees, etc. from and loss or liability for claims, damages, lawsuits for reasons resulting from the Firm's negligence during the period of the partnership.

- Certificate of Liability Insurance (\$1,000,000 each occurrence, \$2,000,000 general aggregate) naming the Town as an additional insured on General Liability, and Automobile Liability) coverage. In addition, management company must provide an employee dishonesty bond, as well as workmen's compensation insurance sufficient to meet any and all corresponding liability. Umbrella Insurance in the amount of \$4,000,000.
- Provision that the Firm shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Town and will assist the Town in enforcing existing equipment warranties and guarantees.
- Provision that the Firm shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A safety program that follows general industry guidelines, such as AWWA M3, Safety Practices for Water Utilities, and WEF Manual of Practice No. 1, Safety and Health in Wastewater Systems, OQ Training Manual, Welding Procedure Manual, Public Awareness Program, Federal Regulations Pt. 192 & 195, O/M Manual, Distribution and Integrity Management for gas and all portions of the program shall be adhered to by the Firm's staff.
- Provision that in no case will the Town be responsible for the safety of the Firm's employees.
- Provision that within the first one hundred and eighty (180) days, the Firm shall provide the Town with a listing of any recommended capital improvements the Firm believes will be required for any of the facilities covered under the contract. The Firm will not be relieved of responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented, however.
- Provision that the Firm shall provide the Town with full documentation that maintenance is being performed on all Town-owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the Town. Such a maintenance program must include documentation of maintenance and a spare parts inventory. Replaced or removed equipment must be turned over to the Town for sale or disposal.
- Provision of the Firm to provide computerized maintenance management system (CMMS).
- Provision of the term of the agreement between the Town and Firm to be for a minimum of five (5) years with both parties having the right to exercise an option for an additional five (5) year term to the contract. Said option shall be deemed automatically exercised unless either party gives written notice to the other party not to renew at least ninety (90) days prior to the expiration of the initial term or any renewal term. Any such

written notice shall be served by certified or registered mail, return receipt requested. The Town shall have the right to terminate the Contract at any time for failure to perform with notice sent to Firm by certified mail.

- Provision for mechanism(s) or alternatives to the annual price adjustments shall be described by the Firm.
- Provision for the Town and Firm to negotiate and increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirement level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes.
- Provision for a “Contract Repair and Expenditure Report” (CRER) budget.

PROPOSAL EVALUATION:

The Town of Leakesville will evaluate all proposals based on, but not exclusive to, the list of criteria outlined below:

1. Qualifications and Experience of Company
2. Alignment with the Town's Goals, Philosophy and Needs
3. Proposed Financial Arrangement
4. Programming, Staffing, and Operations Plan
5. Specificity of Proposal Response and additional resources provided from Firm
6. The Town may consider any additional information provided or creative approaches submitted. Notwithstanding the foregoing, the Town reserves the right to accept or reject any or all proposals, to waive technicalities, and to award on a basis of cost alone, or to otherwise make decisions and act in a manner regarding proposal evaluation and acceptance that is deemed to be in the best interest of the Town of Leakesville and its customers.
7. Any cost associated with the preparation of the proposal response is the responsibility of the proposing company. The Town of Leakesville may elect to require presentations prior to contract award. Any costs, including travel and associated arrangements, are the responsibility of the proposal company.

APPROVALS:

The Town of Leakesville reserves the right to approve and oversee certain tasks, functions and responsibilities of the management and operation of the System. These include, but may not be limited to: rates, expenses, fees, cost of services, staffing, policies and procedures, financial reporting methods, programming, hours of operation, marketing and advertising.

EQUIPMENT:

All land, buildings, improvements and permanent equipment which are presently in place, or new facilities which may be added by construction projects, shall remain or become the property of the Town.

TOWN RESPONSIBILITIES:

1. The Town will fund all necessary Capital Expenditures. Capital expenditures are defined as money used to purchase, upgrade, improve, or extend the life of long-term assets. Long-term assets are typically property, infrastructure, or equipment with a useful life of more than one year. Capital expenditures generally take two forms: maintenance expenditure, whereby the company purchases assets that extend the useful life of existing assets, and expansion expenditure, whereby the company purchases new assets. Capital expenditures must be approved by the Town and according to relevant purchasing laws and regulations.
2. The Town will keep in force all project warranties, guarantees, easement and licenses that have been granted to the Town and are not transferred to the Firm.
3. The Town will pay all sales, exercise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with it.
4. The Town shall provide for Firm exclusive use of all vehicles and specialized equipment as permitted by law.
5. The Town will pay the cost of any State or Federal fees associated with permits for the Water/ Wastewater Facilities.
6. The Town will provide a single point of contact for the selected firm.