**Request for Proposals**

**For Professional Operation, Maintenance & Management Services**

The City of Petal, Mississippi will accept sealed proposals from qualified firms for professional services related to the Operation, Maintenance, and Management of the public works, water, wastewater, and vehicle maintenance. 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 Mrs. Melissa Martin, City Clerk, City of Petal, 119 W Eighth Ave, Petal, MS by Monday, August 1, 2022 at 10:00 a.m. at which time all proposals will be publicly opened and read aloud in the Board Room of City Hall.

All proposals shall be submitted in a sealed envelope marked “Public Works Proposals”, and if any envelope is not so marked, any proposal contained therein will not be considered. Include one (1) original and three (3) copies with one (1) electronic copy on flash drive. 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 City Clerk's Office during office hours or by contacting 601-545-1776. No proposal may be withdrawn for a period of thirty (30) days after the above proposal opening date. The City of Petal reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the City or to reject any/all bids.

Publish: 06/30/2022 and 07/07/2022

**Request for Proposals for the OPERATION, MAINTENANCE, AND MANAGEMENT SERVICES
FOR PUBLIC WORKS ADMINISTRATION,
WATER DISTRIBUTION MAINTENANCE, SEWER MAINTENANCE,**

The City of Petal, Mississippi (City) 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 City of Petal consisting of Public Works, Water Distribution Maintenance, and Sewer Maintenance. Facilities to be operated, maintained and managed are:

* Public Works Department - Streets and Drainage with approximately 125± miles of paved roads
* Water Maintenance consisting of four (4) wells, two (2) elevated tanks, and water distribution mains
* Wastewater Collections System consisting of gravity line; pressure force main; sewerage lift stations, manholes and related items.
* Maintenance of any City Vehicles/Equipment that will be utilized by Firm

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

1. **Personnel:** Firm shall employ a minimum of fourteen (14) employees 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 City of Petal labor market.

All personnel management will be in accordance with local, state and federal laws. All existing City employees directly related to these services shall be considered **AS PRIORITY** for employment.

1. **Water Distribution System:** Firm shall employ all distribution system operational staff as required to operate City's water distribution system in accordance with best management practices and to ensure compliance with all City, 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 City water meters. The firm shall have a certified water works operator with a minimum of 10 years’ experience in a Class C or higher-class license. The water operator shall be responsible for all records and be available for Mississippi Department of Health audit.
2. **Wells:** Firm will have experience in the operations and maintenance of ground water systems similar to the City's.
3. **Public Works Department:** Firm will manage the Public Works Department and have employees trained in street and sidewalk repairs and maintenance, traffic control devices, grass cutting, right-of-way maintenance, sanitation, storm-drain cleaning, storm-drain pumping, ditch cleaning and maintenance, as well as all related duties associated with such. Firm shall have experience working with public works systems similar in size or larger to the City of Petal and have contract(s) in place.
4. **Wastewater Collection System:** Firm will employ all collection system operational staff as required to operate City's wastewater collection system in accordance with the best management practices and to ensure compliance with all City, 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. Personnel shall be certified in Pipeline and Manhole Assessment through NASSCO's PAC Program. Firm will assist the city in the reduction of inflow and infiltration (l&I). Firm will have capability and the equipment to provide flow monitoring, cleaning and video inspections of lines, and smoke testing experience and equipment. Firm shall have at least one (1) employee who has attended the EPA Fats Oil and Grease (FOG) seminar and obtained any certification or licensing now available from EPA and/or State of Mississippi. Firm shall have experience with enforcing the FOG program in City. Firm shall have 24/7 access to Sewer Vac/Con trucks for emergency calls. Firm shall list all available equipment that would be beneficial to the City; this shall include, camera equipment, smoke testing equipment, vac/con vehicles.
5. **System Maintenance:** Firm will employ maintenance staff as required to properly maintain the City systems in accordance with accepted industry maintenance practices. Staff will be properly trained and certified as appropriate to perform preventative and corrective maintenance activities as required. Firm will also maintain a warehouse of spare/repair parts and materials for use in maintaining the facilities. Maintenance data will be maintained in a software package acceptable to the city. All maintenance records will be maintained in accordance with local, state, and federal requirements.
6. **Vehicle and Equipment Maintenance:** Firm will employ employees trained and capable of performing routine, preventative, and corrective maintenance on City-owned vehicles and equipment that will be provided to the Firm for day-to-day use. Documentation of maintenance on said vehicles and equipment shall be presented to city.
7. **Engineering Services:** Engineering services are not in this scope of work. Significant capital expenditures will be coordinated with the City and the City's consulting engineers at the discretion of the Mayor and Board.
8. **Equipment Leasing or Purchasing:** After successful implementation and operation of the contract by the Firm, the City may in its discretion consider leasing, selling, or a combination of both, some or all of the equipment and property presently owned by the City and which may be used in the course of business under the contract, each in exchange of fair market value with a determination of such value made by the City. The City shall have the right to accept, reject, or negotiate any and all bids, proposals and offers. Firm shall have experience with other Mississippi clients in buying or leasing City-owned equipment.

**OPERATIONS CONTRACT PURPOSE AND OBJECTIVE:**

The City is seeking to maximize the community's benefit and use of the Public Works, Water, Wastewater Systems 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 Petal, MS by providing a safe and plentiful water supply in an economic and efficient manner
	2. To staff, manage, operate, maintain and if needed, expand the Water Distribution and Wastewater Collection Systems:
	3. To the highest Industry standards;
	4. In compliance with and pursuant to all manufacturer's warranties and recommendations with respect to City equipment and assets;
	5. In compliance with all applicable state, federal and local laws;
	6. Pursuant to City oversight and approval and consistent with City rates, rules and policies
	7. To provide emergency and on-call customer and facilities support service 24 hours a day, seven days a week for all aspects herein.
	8. To obtain, if applicable, and maintain all necessary licenses, certifications and accreditations as necessary to operate, maintain and manage the System
	9. To protect, repair and maintain the System and the City's facilities and equipment, so as to preserve and improve the City of Petal assets investments and services
	10. To provide the highest level of friendly, reliable, professional and responsive customer service utilizing to the extent feasible the City's existing assets, facilities, office and equipment
	11. To maximize revenues and to operate/maintain the System at the lowest possible cost to the customers and interconnection recipients of the City of Petal
	12. To promote the City of Petal, its Systems and services in a manner that enhances the reputation of the city.
	13. To hire local citizens and existing City staff to the extent feasible, and use local merchants and service providers to the extent possible
	14. To include input from the citizens and community leaders, in addition to the City's customers and interconnection recipients, in developing operations and programming
	15. To operate the System pursuant to the annual budget and fee schedule adopted by the City of Petal using the City's existing assets, resources and leases
	16. To provide all water, wastewater testing, monitoring and reporting as required by state, federal and local law and industry standards
	17. To maintain all facilities and/or buildings and grounds owned, leased or utilized by the Firm

**PROPOSAL REQUIREMENTS**

**Cover Letter:** The cover letter should be signed by the principal contact and express the firm's interest in entering into a contractual relationship with the City of Petal. The letter should designate the name and address of the principal contact, telephone number, and email address.

**Legal Form of Company:** The Firm should indicate its legal form (individual, partnership, corporation, joint venture, non-profit). If the firm is a consortium, joint venture, or team, indicate the entity that is primarily responsible for the proposal.

**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.

**Management Fee:** The fee the Firm will charge for the operation, maintenance and management services offered under its proposal. This fee should include, but not limited to, the following:

1. 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.
2. 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.
3. 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.
4. Chemicals - All chemicals used currently in the treatment of the City's water and wastewater systems.
5. Utilities – to be paid by City.
6. 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.
7. Other - Includes amortization of firm-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.

**Experience:** Submit any experience in the operation of a water distribution, wastewater collection, wastewater treatment and public works system or similar facilities and any expertise working with or contracting with a government entity for a minimum of 5 years.

**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 firm has worked for in the State of Mississippi.

**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 schedule during operations and any off-site staff support that will be available.

**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 City, inspection of books and records by the City or other government agency.

**Draft Contract:** Include a draft agreement for the City to review:

Some of the general provisions the City 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 City 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, statue, 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 City and its agents, officers, assigns, employees, etc. form and loss or liability for claims, damages, lawsuits for reasons resulting from the Firms negligence during the period of the partnership.
	+ Certificate of Liability Insurance ($1,000,000 each occurrence, $2,000,000 general aggregate) naming the City 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 City and will assist the City 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 City 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 City 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 City with full documentation that maintenance is being performed on all City-owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of maintenance and a spare parts inventory. Replaced or removed equipment must be turned over to the City for sale or disposal.
* Provision of the term of the agreement between the City 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) – one year terms 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 City 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 City 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.

**APPROVALS:**

The City of Petal 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 City.

**CITY RESPONSIBILITIES:**

1. The City will fund all necessary Capital Expenditures at the discretion of the Mayor and Board of Aldermen. 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.
2. The City will keep in force all project warranties, guarantees, easement and licenses that have been granted to the City and are not transferred to the Firm.
3. The City shall negotiate with the Firm use of Public Works vehicles and specialized equipment as permitted by law.
4. The City will pay the cost of any State or Federal fees associated with permits for the Water/ Wastewater Facilities.
5. The City will provide a single point of contact for the selected firm.

# **DISQUALIFICATION OF PROPOSER**

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

* Evidence of collusion among proposers
* Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
* Default or termination on a previous contract for failure to perform or otherwise.

# **BASIS OF THE PROPOSAL**

The Mayor, City Clerk, and Mayor Pro Temp will evaluate and rank the proposals. The evaluation criteria are as follows:

Criteria Percentage

1. Price 30%
2. Customer Satisfaction 20%
3. Experience in Managing Contracts of Similar Scope and complexity 30%
4. Vendor Stability & Solvency 10%
5. Additional or Special Expertise 10%

Any cost associated with the preparation of the proposal response is the responsibility of the proposing company. The City of Petal may elect to require presentations prior to contract award. Any costs, including travel and associated arrangements, are the responsibility of the proposal company.