

CITY OF PORT ST. JOE

REQUEST FOR PROPOSAL

RFP: 2010-01

ALL INTERESTED PARTIES:

The City of Port St. Joe, Florida, hereinafter referred to as CITY, will receive competitive sealed Requests for Proposal included herein and any other information regarding the experience, expertise, or proficiency of the Proposer, at the Port St. Joe City Hall, 305 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida 32456, (850)229-8261, for furnishing the services described below:

**UTILITIES WATER & SEWER RATE & IMPACT FEE STUDY**

The City is seeking qualified firms to provide the City with a Utilities Water and Sewer Rate and Impact Fee Study.

Proposals must be received and time stamped by City Hall, either by mail or hand delivery, no later than 4:00 p.m. local time on April 1, 2010. Late submittals, additions or changes will not be accepted under any circumstances.

RFP documents may be obtained from the City Hall or by download from the Internet at <http://www.cityofportstjoe.com>.

CITY reserves the right to reject any or all Proposals, to waive any or all Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interest of the CITY.

Jim Anderson, City Clerk

Advertise in The Star

March 11 and March 18, 2010



# REQUEST FOR PROPOSALS

## UTILITIES WATER AND SEWER RATE STUDY

### A. GENERAL INFORMATION

The City of Port St. Joe invites qualified firms to submit a competitive sealed proposal in response to this Request for Proposal for providing professional services to conduct a utilities water and sewer rate study. The City's engineer, Preble-Rish, Inc., will provide technical data to the successful consultant.

#### Demographic Data:

The City of Port St. Joe, incorporated in 1913, covers approximately 3.3 square miles and is located in Gulf County. The City's 2010 population is approximately 3,758.

The Port St. Joe Utilities Department provides approximately 3,565 people with high quality water and 2,748 sewer service through metered water and sewer connections.

The FY 2009 operating budget for water is \$1,755,777 and \$1,664,645 for sewer with a projected five (5) year Capital Improvement Project (CIP) Budget of over \$25,000.00 for water and \$1,689,335 for sewer.

### B. SCOPE OF SERVICES

The City desires to issue a contract to a single qualified firm, hereinafter referred to as the Consultant, to conduct a rate and impact study of the City's water and sewer utility rates. This study shall include a rate sufficiency analysis and a projected five (5) year financial plan for the City's Water and Sewer Utilities Enterprise Fund.

The Consultant for the City shall perform the following services as a part of the Scope of Services required as a minimum but not limited to:

1. Reviewing historical rate reports and financial data for the Department, as well as other pertinent City-wide financial information. The City provides water/sewer service to City and County residents. This needs to be considered in the study.
2. Reviewing water and sewer system configuration.
3. Reviewing customer billing statistics and receivables.
4. Conducting a revenue sufficiency analysis.
5. Developing a five (5) year financial management plan to include the following elements:
  - Operating expenditures
  - Capital Improvement Project (CIP) expenditures
  - Debt financing
  - Fund reserve and bond requirements
  - Annual rate adjustments and rate adjustment factors as necessary
6. Conducting a rate comparison, including a review of similar entities within the Panhandle area.
7. Reviewing and making recommendations regarding rate structure modifications.
8. Conducting a customer impact analysis by class of customer.
9. Consider rates involving system users and location. Cape sewer has previous agreements involved.

10. Providing impact fee studies for both water and sewer.
11. Reviewing operations and maintenance costs of water and wastewater facilities.
12. Conducting any other analysis as may be necessary.
13. Analyze potential as a regional provider of water.

#### **C. DELIVERABLES AND MEETING REQUIREMENTS**

1. The Consultant shall provide a comprehensive written report responding to the tasks outlined in the Scope of Services.
2. The Consultant shall provide the City with recommendations for water and sewer rates and impact fees. The Consultant shall also be responsible for presenting the preliminary rate study and financial plans to the Port St. Joe City Commission for comment.
3. The final study shall incorporate comments from City officials as appropriate.
4. A minimum of two (2) on-site presentations of the final report shall be required for the City Commission and for a public meeting.
5. A minimum of three (3) interactive type meetings at the office of Preble-Rish, Inc. (City's Consulting Engineer). The first meeting shall be a project kick off meeting. The other two shall be progress review meetings with PRI and City Staff.

#### **D. SCHEDULE**

Consultant shall provide the City with a proposed work schedule, including specific milestones and tasks to be completed during the project. The schedule shall be included as a part of the Consultant's Work Plan.

#### **E. QUALIFICATIONS OF PROPOSERS**

Proposals will be considered from qualified firms whose primary business activity is the study and development of municipal rate structures. Experience shall include successful work on projects of a similar nature. The successful Proposer must have sufficiently qualified staff capable of completing applicable work in the time required and in accordance with the Scope of Services herein.

### **I. PROPOSAL REQUIREMENTS**

Proposers should submit one (1) original proposal and three (3) copies, and should include documentation for each of the following items:

1. A brief but complete history of your firm.
2. Current proof of insurance.
3. Resumes of key personnel who will be assigned to the project and descriptions of their individual roles within the project scope. The City expects the personnel listed in the submittal to be those who will actually perform the work. Any personnel substitutions after project award will need to be agreed upon by the City.
4. A list of at least three (3) similar projects performed during the past five (5) years, which should include the following information. (You may utilize the enclosed "References" page, or provide information on separate attachments):
  - a) Name of the entity for which the work was performed;
  - b) Brief description of the scope of the project;
  - c) Name of contact person with current telephone number who can knowledgeably discuss your firm's role and performance in the project.
5. Any other information relevant to evaluating your firm's qualifications for this particular project.
6. A complete detailed work plan, detailing the process that is proposed to be used to successfully complete the project.

7. A complete pricing proposal delineating hourly rates, estimated hours proposed, and a not-to-exceed figure, including estimated travel expenses for on-site meetings.

Each firm is required to submit the following forms or submittals, included herein:

1. References
2. Certification acknowledging understanding of proposal terms and conditions.
3. Non-Collusive Affidavit
4. Month/Year Completed Drug Free Workplace Certification
5. The City has also provided a "Sample Proposal Form" that may be used to submit hourly pricing and expense information; however, proposing firms may use their own documents for pricing.

## II. SUBMISSION REQUIREMENTS

One (1) original and three (3) copies of the submittals shall be mailed or hand delivered to:

Mr. Jim Anderson, City Clerk  
City of Port St. Joe  
305 Cecil G. Costin Blvd.  
Port St. Joe, Florida 32456

The outside of the envelope shall be clearly marked "Request for Proposal for Water and Sewer Utility Rate Study" RFP No. \_\_\_\_\_.

## III. SELECTION/NEGOTIATION PROCESS

The City Manager, City, Clerk, and Public Works Director will evaluate and rank the proposers.

Each firm should submit a proposal that documents evidence of ability to provide the services required. Copies of the proposals received will be distributed to each Committee member for review and scoring. The Committee may then short-list the highest-ranked Proposers. The short listed firms may then be notified to prepare a presentation to the Committee. In the event that the written proposals provide sufficient documentation regarding the experience and capabilities of each firm the Evaluation Committee reserves the right to select the most qualified firm without need for oral presentations. In the event presentations are requested, each presentation will be scored based upon the same evaluation criteria used in the proposal process. The highest-ranked firm after presentation evaluation will then enter the negotiation phase with the City. Upon successful negotiations, a contract will be generated for execution by the highest-ranked Proposer.

## IV. CRITERIA FOR SELECTION

The Evaluation and Selection Committee will evaluate the proposals based on the following weighted criteria:

1. Experience with similar utility rate structure study projects, including background, education and experience of the firm's staff members who will be assigned to the project; ability of the firm to provide all of the expertise necessary to complete the work and consultant team history. **30 points**
2. Experience in effectively working with elected officials and senior managers. **20 points**

3. Pricing Proposal. **30 points**
4. Work plan, including level of innovation, ability to respond to specific City needs, acceptability of various recommended options, schedule and availability of the proposed staff members; current projected work load of the firm; ability to provide on-site time for meetings, training and cooperative review of work. **20 points**

**MAXIMUM TECHNICAL POINTS**

**100 points**

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. These criteria also guide the Evaluation and Selection Committee during the short listing and final ranking of Proposers by establishing a general framework for those deliberations.

**V. RIGHT TO REJECT PROPOSALS**

As the best interest of the City may require, City reserves the right to reject any and all proposals, or to waive any minor irregularity or technicality in proposals received. Proposers are cautioned not to make assumptions unless their proposal has been determined to be responsive to the Proposal requirements. Additional information may be required of the Proposer during the evaluation and selection process in order to clarify the submitted information.

**VI. QUESTIONS ABOUT THE RFP**

Questions regarding the project or the proposal process shall be in writing, and directed to Mr. Jim Anderson, City Clerk via e-mail to: 'janderson@psj.fl.gov' or via fax to 850- 227-7522.

**CONTACT WITH PERSONNEL OF THE CITY OF PORT ST. JOE OTHER THAN THE CITY CLERK OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSAL MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

**IX. INSURANCE REQUIREMENTS**

Consultant agrees that he or she will, in the performance of work and services under this Agreement, comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Consultant, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement including, but not limited to, Worker's Compensation Insurance, Unemployment Insurance, Contractor's Liability Insurance, and all other insurance required by law. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide certificates of all insurances required under this section to the City's Risk and Safety Manager prior to beginning any work under this Agreement.

Consultant shall maintain in full force and effect during the life of the contract, Workers Compensation insurance covering all employees in performance of work under the contract. Consultant shall make this same requirement of any of its subcontractors. Consultant shall indemnify and save the City harmless from any damage resulting to them for failure of either Consultant or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Consultant agrees to maintain during the term of this contract:

ERRORS AND OMISSIONS LIABILITY                      \$1,000,000

Neither Consultant nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied owner with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurance companies provided shall be rated at least A-VII per A.M. Best's Key Rating Guide; and licensed to do business in Florida.

All policies provided shall be Occurrence, not Claims Made forms. The Consultant's insurance policies shall be endorsed to add the City of Port St. Joe as an Additional Insured. The Consultant shall be responsible for all deductibles.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

**X. GOVERNING LAW .**

Interested consultants will agree that contracts shall be governed by the laws of the state of Florida. Venue will be Gulf County.

**XI. PUBLIC ENTITY CRIMES**

A person or affiliate as defined in F.S. 9287.133 who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the City of Port St. Joe, may not submit a bid or proposal on a contract with the City of Port St. Joe for the construction or repair of any public building or public Work, may not submit bids or proposals on leases of real property with the City of Port St. Joe, may not be awarded to perform Work as a contractor, Supplier, subcontractor, or consultant under a contract with the City of Port St. Joe, and may not transact business with the City of Port St. Joe in an amount set forth in 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### SAMPLE PROPOSAL FORM

Consultant proposes to furnish the following in conformity with the Scope of Work provided herein. The following fees are provided as shown below. Said fees have been checked and certified to be correct. Said fees are fixed and firm and shall be paid to Bidder upon successful completion of its obligation as specified in the contract documents

DESCRIPTION OF FEE	FEE
1. _____ _____ _____	\$ _____ per hour
2. _____ _____ _____	\$ _____ per hour
3. _____ _____ _____	\$ _____ per hour
<b>TOTAL PROJECT FEE</b>	Not to Exceed \$ _____

**PLEASE provide any additional fees as separate attachments to your response.**

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s) service(s) described in the Request for Proposal. We (I) certify that we(I) have read the entire document, including the Scope of Services, Additional Requirements, Supplemental Attachments, Instructions, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposal.

Indicate which type of organization below:

INDIVIDUAL       PARTNERSHIP       CORPORATION       OTHER

If "Other", Explain: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed Or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer I.D./Social Security No.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

He/she is the \_\_\_\_\_, (Owner, Partner, Officer,  
Representative of Agent) of \_\_\_\_\_ the Proposer that  
has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal  
and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a  
collusive or sham Proposal in connection with the Work for which the attached Proposal has  
been submitted; or to refrain from bidding in connection with such Work; or have in any  
manner, directly or indirectly, sought by agreement or collusion, or communication, or  
conference with any Proposer, firm, or person to fix the price or prices in the attached  
Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the  
Proposal price or the Proposal price of any other Offeror, or to secure through any collusion,  
conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any  
person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted  
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror  
or any other of its agents, representatives, owners, employees or parties in interest,  
including this affiant.

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NON-COLLUSIVE AFFIDAVIT**  
**(continued)**

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print.  
Stamp, or Type as Commissioned)

- Personally known to me or
- Produced Identification:

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

## REFERENCES

Please identify the government agencies for which you have provided and completed similar rate studies during the last five years: \*

Name of Project Manager	_____
Name of other Staff who worked On Assignment	_____
Name of Jurisdiction or Agency	_____
Name/Title – Point of Contact	_____
Address	_____
City State Zip	_____
Phone and Fax	_____
Population of Jurisdiction	_____
Month/Year Completed	_____
Outcome/Results	_____

\*Please attach additional sheets as necessary.

## VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE PROPOSALS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1) notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name