

**NOTICE OF REQUEST FOR
PROPOSALS
#25-100-8-99
PEARL RIVER VALLEY
WATER SUPPLY DISTRICT
FOR PROFESSIONAL WATER AND WASTEWATER
MAINTENANCE & REPAIR SERVICES**

The Pearl River Valley Water Supply District (the "District"), Ridgeland, Mississippi, will accept sealed proposals from qualified firms for professional services related to the maintenance and repair of its water and wastewater facilities and systems. Firms proposing to furnish such professional services are requested to submit a proposal to the attention of Mr. Mark Beyea, District Engineer, Pearl River Valley Water Supply District, 115 Madison Landing Circle, Ridgeland, MS 39157 by 11:00 a.m. on July 22, 2025 at which time the proposals will be publicly opened in the conference room at 115 Madison Landing Circle, Ridgeland MS, 39157.

All proposals shall be submitted in a sealed envelope marked "Water and Wastewater Maintenance and Repair Services." Proposal envelopes must contain the firm's name and mailing address on the face of the envelope.

Any firm desiring a copy of the Request for Proposals should contact Mark Beyea, District Engineer, phone number (601) 605-6886, Pearl River Valley Water Supply District during regular office hours, Monday through Friday. The Request for Proposals may be obtained by contacting Brigitte Walker at bwalker@therez.ms, at the PRVWSD's website www.therez.ms or at Central Bidding centralbidding.com.

The District will select the most qualified proposal and proceed to negotiate a contract with the selected firm. The District reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the District, or to reject any/all proposals, or to not enter into a contract with any firm submitting a proposal.

Dated this the 20th day of June, 2025.

Adam Choate
Executive Director
Pearl River Valley Water
Supply District

1st Advertisement: 6/20/25

2nd Advertisement: 6/27/25

Request for Proposals
RFP #25-100-8-99
For The Water and Wastewater Maintenance and Repair Services
Pearl River Valley Water Supply District

Date: **June 20, 2025**

Project Title: **Water and Wastewater
Maintenance and Repair
Services, PRVWSD**

Delivery Date/Time: **July 22, 2025/11:00 a.m.**

Deliver Proposal To: **Mark Beyea, District Engineer
Pearl River Valley Water
Supply District
115 Madison Landing Circle
Ridgeland, MS 39157**

Pursuant to the requirements set forth in Section 31-7-13(r), Mississippi Code of 1972, as amended, the Pearl River Valley Water Supply District, Mississippi (the "District") seeks the professional services of a qualified Contractor (the "Contractor") capable of entering a two (2) year contract to provide for the maintenance and repair of the District's water and wastewater (sewer) systems.

The water facilities consist of seven (7) elevated water tanks, ten (10) water wells, several miles of water distribution mains and approximately six thousand residential and commercial water meters. The wastewater facilities consist of sixty-five (65) major sewage pumping stations and several miles of sanitary sewer gravity collection lines, ranging in size from 6" to 21", and several miles of force mains, ranging in size from 2" to 18". The system also includes approximately 40 individual wastewater grinder pump stations. In the next two (2) years, as many as seventy (70) additional individual wastewater grinder pump stations may be added. In 2024, the District's Maintenance Division responded to 8,785 work order requests. In 2024, the District's Maintenance Division received 3,926 requests to locate and mark underground water and sewer utilities.

I. SCOPE OF WORK

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

- A. Personnel: The Contractor shall employ sufficient personnel, one of which will be designated as the On-Site Supervisor, dedicated exclusively to functions necessary to maintain and repair the District's water distribution and wastewater collection systems. The Contractor will pay all costs associated with the employment of the employees. The Contractor's personnel shall be available to perform Basic Services and Emergency Service, as described in Annex A. The Contractor will be required to comply with all applicable Federal and State labor laws and regulations. The Contractor shall provide personnel to perform Additional Services, as described in Annex A, as requested by the District and agreed upon by the Contractor and District.
- B. Equipment/Tools: The Contractor shall provide all equipment needed to perform the required maintenance and repair activities. Equipment may be owned, leased, or rented by the Contractor. Equipment shall include: crew and supervisor vehicles, construction equipment such as concrete saws, excavation equipment, dewatering, compaction and grading machinery, utility maintenance machinery, temporary pumps, hoses, sewer cleaners, vacuum trucks, air compressors, power generators and lifts/cranes. Equipment shall also include haul assets such as dump trucks, equipment transporters, and trailers. The Contractor shall provide a storage location for its equipment as well as all fuel, supplies, and maintenance for the equipment. The Contractor shall also provide tools and diagnostic equipment to perform the required maintenance and repair services.
- C. Materials and Supplies: The District shall furnish all supplies for normal maintenance of water supply and sewer systems. The District shall maintain a stock of commonly needed supplies which shall be issued to the Contractor on an as needed basis. Supplies shall include, but not be limited to, degreaser, detergents, drive belts, sewage pumps, hardware, gaskets, seals, pipe, fittings, and water metering components. District shall provide aggregate (sand and stone), and borrow material. The Contractor may make recommendations regarding brands and sources of supplies and materials but, the District shall make final determination of the brands and sources of supplies and materials that are purchased.
- D. Repair Work: Calls for repairs shall be monitored by the Water Department at the District main office during normal business hours (8:00 a.m. - 5:00 p.m. Monday - Friday), and by the spillway control tower after hours, on weekends and on holidays. Contractor employees shall respond to calls for emergency service within one hour of receiving a call for service. Failure to respond to a call for emergency service within the

one-hour response time may result in a \$500 penalty. Complete failure to respond to an emergency call for service may result in a penalty of \$2,500, or the value of loss and damages that actually occur, whichever is greater. The determination whether a call for service represents an emergency shall be made by the Water Department or the spillway control tower operator. Generally, an emergency shall involve possibility of death, serious injury, serious property damage, environmental contamination or loss of utility service. In non-emergency situations, calls for service will be translated into work orders by the District staff. The work orders will be transmitted to the Contractor by designated District personnel. Once the Contractor has completed the required work, Contractor personnel will record the actions taken and any follow-up actions that are required on the work order and return the annotated work order to a designated District employee. The Contractor shall be responsible for scheduling, completing, and reporting any follow-up actions. In emergency and after-hours situations, taskings will be issued verbally by telephone to the Contractor. A follow-up work order will be generated and issued to the Contractor on the next business day. This work order will be annotated and returned the same as a regular work order. The Contractor shall be responsible for scheduling any required follow-up actions.

- E. Water Distribution System: The Contractor shall employ a distribution system maintenance staff necessary to maintain and repair the District's water distribution systems in accordance with best management practices and to ensure compliance with all District, State, and Federal requirements and regulations. Employees must be properly trained and certified as required by the State of Mississippi. The Contractor shall be responsible for performing Basic Services as listed in Annex A. Additional Services may be authorized by the District.
- F. Water Wells: The Contractor shall be responsible for maintaining and repairing the District's water wells. This shall include maintaining and repairing the on-site piping, valves, chemical feed lines and injector ports. The Contractor shall report repairs needed to fencing, gates, grounds, chemical feed equipment, electrical equipment and controls, and structures so that these can be accomplished by District maintenance assets. The Contractor shall be responsible for all records and be available for any audits, including those conducted by the Mississippi Department of Health.
- G. Water Storage Tanks: The Contractor shall repair piping, valves, and other water system appurtenances associated with the tanks. The Contractor's personnel shall not be required to climb elevated tanks. The Contractor shall report repairs needed to fencing, gates, grounds, control equipment, electrical equipment, and structures so that these can be accomplished by District maintenance assets.

- H. Water Metering: The District utilizes a remote meter reading system manufactured by Badger Meter. The system uses brass yokes holding bronze positive displacement meter bases, LCD digital register/encoders and LTE cellular endpoint transmitters. The Contractor must ensure that at least two (2) of the assigned personnel are fully trained in installing, activating, reading, troubleshooting, and repairing the Badger metering equipment at all times.
- I. Wastewater Collection System: The Contractor shall employ a collection system maintenance staff as required to maintain and repair the District's wastewater collection system in accordance with best management practices and to ensure compliance with all District, State, and Federal requirements and regulations. The Contractor's staff will be properly trained and certified by the State of Mississippi. The Contractor will be responsible for investigating complaints of sewer problems, video inspection of gravity sewer lines, correcting sewer backups, installation of sewer taps, and repairing damaged lines and manholes. The Contractor shall also be responsible for inspecting, maintaining, and repairing lift stations as well as controlling sewer odors and performing overflow responses. The Contractor will assist the District to identify and eliminate inflow and infiltration (I&I) in the sewer systems. The Contractor will have the capability and the equipment to provide flow monitoring, cleaning, smoke testing and video inspections of lines.
- J. Lift Stations: The Contractor shall maintain and repair the District's waste water lift stations. This shall include servicing the stations on a daily basis. Deodorizing and degreasing the stations when necessary. Repairing leaks, clearing blockages, and adjusting and replacing pumps as needed and approved by the District Engineer. The Contractor shall report repairs needed to fencing, gates, grounds, electrical systems, controls and structures so that these can be accomplished by District maintenance assets.
- K. Utility Locates: The Contractor shall receive requests issued by the MS811 system from the Administrative section of the District Maintenance Division. Locates and markings shall be completed in accordance with Chapter 13, Title 77 of the Mississippi Code of 1972. The Contractor shall return completed locate requests to the Administrative section of the District Maintenance Division with appropriate annotations regarding the status of the locates. The Contractor shall provide trained personnel and locating equipment. The District shall maintain a stock of utility marking paint and flags for the Contractor's use. The District shall make available to the contractor copies of such as-built and/or construction drawings as exist in paper or digital formats for use in locating utilities. The Contractor shall assume liability for damages to utilities resulting from failure to mark, and incorrect marking, of buried utilities. Only water and sewer utilities will

be located/marked.

- L. Supervision and Control: The Contractor's project superintendent shall report directly to, and work at the direction of, the District's Maintenance Division Director. The Contractor shall participate in regular weekly meetings with the District Engineer, the District's Maintenance Division Director, and other District staff members, to review performance and establish priorities for future work. The District Engineer and the District's Maintenance Division Director shall conduct a performance review with the Contractor's On-Site Supervisor at least once per quarter. The results of this review will be formalized in writing and distributed to the District's Executive Director, Deputy Director, and the Contractor's Project Manager. The performance review report shall include an overall opinion of the Contractor's performance for the previous quarter and specific details concerning areas where the Contractor is non-compliant, or needs improvement.
- M. System Improvements, Expansions and Upgrades: Water and wastewater improvement, expansion, and upgrade projects must be approved by the District before any expenditures are made.
- N. Availability of Contractor's Facilities: To ensure the efficiency of services and response to emergency calls, it is preferable that the Contractor maintain a full-time operational facility within thirty (30) miles of the District Headquarters. This facility need not be manned 24-hours a day, but must be available for the use of the Contractor's staff involved in supporting District maintenance efforts at all time.
- O. Safety: The Contractor shall be responsible for ensuring that its employees are trained in safe practices for the types of work they are required to perform under this contract and that they are provided with the appropriate safety equipment. Failure to follow safe work practices shall be grounds for punitive actions up to, and including, contract termination.
- P. Fee: The Contractor's fee shall be the sum of the product of labor hours multiplied by labor rates and the sum of equipment hours multiplied by hourly equipment rates expended to perform Basic Services, Emergency Services and authorized Additional Services during a specific period. The Contractor shall submit weekly reports of hours expended to the District Project Manager. The Contractor shall submit an invoice for each calendar month to the District Project Manager no later than the 5th calendar day of the following month. Both weekly reports and monthly invoices shall clearly differentiate labor and equipment hours spent on Basic Services and Additional Services. Only labor and equipment hours spent in active work on contract services shall be paid. Unless specifically agreed in advance, standby time shall not be paid as it shall

be assumed that employees and equipment not actively engaged in contract services work can be utilized on other contracts. Labor travel time shall be absorbed into the contract labor rates.

- Q. Excluded services: The following water and sewer service shall be performed by the District and shall not be the responsibility of the Contractor.

Providing a certified operator to oversee the water distribution system. The operator shall be responsible for all sampling and testing, inspection of wells and storage tanks, and sites and monitoring, replacing and replenishing water treatment equipment and chemicals.

Providing a certified operator to oversee the Ratliff Ferry wastewater treatment facility.

Purchase of repair parts and maintenance supplies. The Contractor must obtain approval before purchasing any equipment, materials, supplies or services for which it expects to be reimbursed.

Electrical services and repairs. The District maintains a separate electrical repair contract. The Contractor shall coordinate and cooperate with the electrical repair contractor when necessary. The electrical contractor shall be responsible for maintenance and repair of all stand-by electric power generator equipment.

- R. Insurance Requirements: Prior to execution of a contract, the Contractor must provide proof that it has in force the following coverages and that the District is listed as an additional insured.

Workers Compensation:	As required by State statute
Commercial Liability:	\$1,000,000 each occurrence; \$5,000,000 aggregate
Automobile Liability	\$250,000 each occurrence; \$1,000,000 aggregate; \$100,000 property damage

- S. Contract Extension: The contract shall include an option for an extension of the contract term for an additional two-year period. If the contract extension is exercised, the Contractor may request adjustments to the contract fee and hourly rates. The District shall have the option to accept the requested revisions, negotiate the requested revisions or reject the requested revisions and solicit proposals for a new contract.

II. GOALS AND OBJECTIVES

The goals and objectives listed below should assist submitting Contractors in developing their specific proposals. These goals and objectives should be considered to represent minimum standards for maintaining, and repairing the water and wastewater facilities:

- A. To enhance the quality of life for residents and customers of the District by providing a safe and plentiful water supply and a reliable wastewater system in an economic and efficient manner.
- B. To staff, maintain, repair and, if needed and authorized, expand the water distribution and wastewater collection systems:
 - 1. to the current industry standards.
 - 2. in compliance with and pursuant to all regulations, requirements and recommendations of the Mississippi State Department of Health and the Mississippi Department of Environmental Quality.
 - 3. in compliance with all applicable state, federal and local laws.
 - 4. pursuant to District oversight and approval and consistent with District rates, regulations, and policies.
- C. To provide emergency and on-call customer and facilities support service 24 hours a day, seven days a week for all aspects hereto.
- D. To obtain, if applicable, and maintain all necessary licenses, certifications, and accreditations as necessary to maintain and repair the system.
- E. To protect, repair and maintain the system and the District's facilities and equipment, to preserve and improve District assets, investments, and services.
- F. To provide the highest level of friendly, reliable, professional, and responsive customer service utilizing, to the extent feasible, the District's existing assets, facilities, offices, and equipment.
- G. To maximize revenues by maintaining and repairing the system at the lowest possible cost to the customers and interconnection recipients of the District.
- H. To promote the District, its systems and services in a manner that enhances the reputation of the District.

III. GENERAL TERMS AND CONDITIONS

A. Acceptance/Rejection

The District reserves the right to accept or reject any or all Proposals or to select the Proposer, who in the opinion of the District, will be in the best interest of and/or the most advantageous to the District. The District also reserves the right to reject the Proposal of any Proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, or which is not in a position to perform the requirements defined in this RFP. Additionally, the District reserves the right to reject any Proposal if an investigation reveals conflicting information with that which was submitted by Proposer. The District further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

B. District Not Liable for Delays

It is further expressly agreed that in no event shall the District be liable for, or responsible to, the Successful Proposer, or to any other person for, or on account of, any stoppages, or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the District has no control.

C. Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

D. Legal Requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, and rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

E. Availability of Funds

It is expressly understood and agreed that the obligation of the District to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the District shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the District of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

F. Payment

Payments to the Successful Proposer shall be made in arrears.

G. One Proposal

Only one (1) proposal from a firm, partnership, corporation, or joint venture will be considered in response to this RFP.

H. Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

I. Employees are Responsibility of Successful Proposer

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the successful Proposer under its sole direction and not an employee or agent of the District. The Successful Proposer shall supply competent and physically capable employees. The District may require the Successful Proposer to remove an employee the District deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under this contract is not in the best interest of the District. All the services required herein shall be performed by the Successful Proposer and all personnel engaged in performing the services shall be fully qualified to perform such services.

J. Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with a District employee. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The District will investigate all situations where collusion may have occurred and the District reserves the right to reject any and all Proposals where collusion may have occurred.

K. Collateral

The Successful Proposer shall pledge collateral security as specified by Mississippi law. At no time shall the amount of deposits exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation.

L. Acknowledgement of Amendments

Proposer shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgement shall be submitted via email to mbeyea@therez.ms (Mark Beyea, District Engineer). Each Proposer shall submit a written acknowledgment of every amendment to Pearl River Valley Water Supply District on or before the submission deadline.

M. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and that if this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

N. Certification of Independent Price Determination

By submitting a proposal, the Proposer certifies that the prices submitted in response to the

solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

O. Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The District is under no obligation to award a contract following issuance of this solicitation.

P. Minor Informalities and Irregularities

The District has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any proposer. If insufficient information is submitted by a proposer for the District to properly evaluate the offer, the District has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any proposer.

Q. Representation Regarding Contingent Fees

By responding to this RFP, the Proposer represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Proposer cannot make such a representation, a full and complete explanation shall be submitted in writing with the Proposer's response to the District prior to contract execution.

R. Procurement Regulations

This RFP shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any proposer responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

S. Property Rights

Property rights do not inure to any proposer until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The District is under no obligation to award a contract and may terminate a legally executed contract at any time.

T. Representation Regarding Gratuities

Proposer represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the District a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Proposer further represents that no employee or former employee of the District has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the Proposer. The Proposer further represents that it is

in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

U. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Proposer acknowledges and agrees that the District and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and *the Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

V. Discussions may be made with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but the proposal may be accepted without such discussions.

W. This Request for Proposals, its Amendments, the offeror's proposal and the Best and Final Offer, if applicable, shall be incorporated into the successful offeror's contract.

X. This Request for Proposals may be conducted at the sole discretion of the Pearl River Valley Water Supply District pursuant to the Requirements of Section 6.10 of the *PPRB Rules and Regulations*.

Y. Any proposal may be rejected in whole or in part when in the best interest of the Pearl River Valley Water Supply District pursuant to Section 6.10 of the *PPRB Rules and Regulations*.

Z. Proposers have the opportunity to request reconsideration of the terms of this solicitation by referencing Section 6.5.4 of the *PPRB Rules and Regulations*.

AA. In addition to the complete unredacted version of the proposal or qualification, the offeror shall also submit a copy of the proposal or qualification with information the offeror deems confidential commercial and financial information and/or trade secrets in accordance with *Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1* redacted in black;

BB. The offeror may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the Pearl River Valley Water Supply District or the PPRB determine that redactions made by the offeror were made in bad faith in order to

prohibit public access to the portions of the proposal or qualifications which are not subject to *Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1*; and

CC. The redacted version of the proposal or qualification – or if an offeror does not produce a redacted version, the full proposal or qualification – will be released at the Pearl River Valley Water Supply District’s sole discretion, without notice to the offeror, and will be produced as a public record exactly as submitted. It is recommended, but not required, that the Pearl River Valley Water Supply District include the following language on a form the offeror will be required to execute and submit with its proposal or qualification.

IV. SPECIAL PROVISIONS OF PROPOSED CONTRACT

General

This Contract shall address but not limited to, the following terms and conditions:

A. Amendments to the Contract:

The District Manager, or its designee, shall have sole authority to amend the contract on behalf of the District.

B. Assignments of Contract:

The Successful Proposer shall not assign any portions thereof, or any part of their operations, without written permission granted by the District through District Management.

C. Audit Rights and Records Retention:

The Successful Proposer agrees to provide access to the District, or any of its duly authorized representatives, to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the District makes final payment and all other pending matters are closed. If requested, the most recent audited Financial Statements and audit reports, whether internal or external, must be provided to the District.

D. Compliance with Orders and Laws:

The Successful Proposers shall comply with all local, state and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

E. Warranty:

Proposer warrants that no one was paid a fee, commission, received a gift, or given other consideration contingent upon receipt of an award for the services specified herein.

F. Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

G. Compliance with Equal Opportunity in Employment Policy

Proposer understands that the District is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the Agreement that Proposer will strictly adhere to this policy in its employment practices and provisions of services. Proposer shall comply with, and all activities under this Agreement shall be subject to all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

H. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The District agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

I. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. *Mississippi Code Annotated* § § 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws; The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

- (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

J. Confidentiality

The District is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to the District by Contractor, The District shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The District shall not be liable to the Contractor for disclosure of information required by court order or required by law.

K. Applicable law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

L. Compliance With Equal Opportunity in Employment Policy

Contractor understands that the District is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

M. Paymode

Payments by District using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The District may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

N. Stop Work Order

The District may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the District. Upon receipt of such an order, Contractor shall

forthwith comply with its terms and take all reasonable steps to minimize any further cost to the District. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the District has terminated that part of the agreement or terminated the agreement in its entirety. The District is not liable for payment for services which were not rendered due to the stop work order.

O. Termination

Termination for Convenience. The District may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The District shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the District gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the District may terminate the contract for default and the Contractor will be liable for the additional cost to the District to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

V. PROPOSAL REQUIREMENTS

A. Cover Letter

The cover letter should be signed by the principal contact and express the Contractor's interest in entering a contractual relationship with the District. The letter should designate the name and address of the principal contact, telephone number, and email address. The cover letter shall describe the contractor's proposed concept of operations, or how the Contractor plans to ensure that the required services are provided and the goals and objectives are met.

B. Legal Form of Company

The Contractor should indicate its legal form (individual, partnership, corporation, joint venture, non-profit). If the contractor is a consortium, joint venture, or team, indicate the entity that is primarily responsible for the

proposal.

C. Fee/Rates

The Contractor shall provide a list of personnel classifications it intends to utilize for Basic Services and Emergency Services with proposed regular time and overtime labor rates. Labor rates shall include actual wages, taxes, labor burden and benefits. If different personnel in the same category will be billed at different rates, each rate must have a separate classification. The Contractor shall also provide a list of hourly rates that would be charged to the District for all items of equipment that might be needed for either Basic Services or Emergency Service work. Equipment rates must include actual operating expense, fuel, maintenance and any other cost of providing the equipment for use, except the labor costs associated with the operator. Each item of equipment shall have an operating rate and a standby rate. Standby rates may be zero, as in the case of equipment that will be utilized for other purposes when not used for work not associated with PRVWSD. Equipment operators shall be listed on the personnel list. Overhead and Profit rates shall be stated separately and shall be either fixed amounts or percentages of the labor and equipment rates. Fee will be evaluated by multiplying the anticipated number of labor and equipment hours by the labor and equipment rates provided by the Contractor to assess the likely overall cost. Equipment operators shall be listed on the personnel list. Submit a sample weekly report of labor and equipment hours expended and a sample invoice.

D. Contractor's Experience

Submit documentation of experience in the maintenance and repair of water distribution, wastewater collection systems, and any expertise working with or contracting with a government entity for a minimum of the preceding five years. Provide the names and locations of previous projects and a reference (name, position, telephone number and e-mail address) for each listed item of experience.

E. Staff Experience and Qualifications

Submit a list of employees, by classification, who will be assigned to the project. The list shall clearly indicate the numbers and classifications of employees who will be assigned to perform Basic services. The list shall also include the numbers and classifications of employees available to perform Additional Services, if those services are requested. Submit resumes, copies of certifications, and other documentation of the experience and qualifications of key staff members who the Contractor would assign to provide the services requested in the Request For Proposals. At a minimum, the proposal must include qualifications for the Contractor's Project Manager, on-site Supervisor, water maintenance supervisor and sewer maintenance supervisor.

F. Equipment

Submit a list of equipment that the Contractor would have available to perform the services requested in this Request For Proposals. The list should include the type, make, model, capacity, year of manufacture and location of existing equipment. If the Contractor proposes to obtain equipment to fulfill the requirements of this Request For Proposals, include the type, capacity and location where the equipment will be housed.

G. Subcontractors: Identify any subcontractors who would participate in providing the services requested in the Request For Proposals. Indicate each subcontractor's responsibilities, number of personnel and the location(s) of the subcontractors' personnel, equipment and offices. Use of fewer, or no, subcontractors shall be considered more desirable than use of numerous subcontractors.

H. In scoring proposals, the District shall assign the following weights to the components to be evaluated:

Fee/Rates:	20%
Contractor's Experience	20%
Staff Experience and Qualifications	20%
Equipment:	10%
Subcontractors:	15%
<u>Draft Contract:</u>	<u>5%</u>
Total:	100%

VI. OTHER CONSIDERATIONS

- A.** The exact terms of the agreement will be negotiated between the District and the Contractor, but shall include all items in Section 3, General Terms and Conditions and Section 4 Special Provisions of Proposed Contract.
- B.** Three (3) complete, bound submission packages based on the information contained in this Request for Proposals should be submitted to the District at the above address in a sealed envelope, clearly marked "Water and Wastewater Maintenance and Repair Services, PRVWSD", on or before the above stated delivery date and time. No facsimile or e-mail responses will be accepted.

- C.** The District may consider price, equipment, qualifications, location of the contractor and employees, service and support, quality of the response, subcontractors, and such factors as it determines are reasonable and necessary to obtain the necessary quality maintenance and repair services, and support thereof, in awarding a contract through this Request for Proposal process.
- D.** Any proposal received after the deadline time and date will not be considered.
- E.** All questions should be directed to Mark Beyea, District Engineer, 115 Madison Landing Circle, Ridgeland MS 39157 via written request delivered to Brigitte Walker (bwalker@therez.ms).
- F.** Pearl River Valley Water Supply District will select the most qualified proposal and proceed to negotiate a contract with the selected Contractor. The District reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the District or to reject any/all proposals or to not enter into a contract with any Contractor submitting a proposal.
- G.** PRVWSD plans to issue a written notice of intent to award a contract by July 25, 2025. Request for Post-Award Debriefings must be submitted by July 31/2025. Post-Award Debriefings will be completed by August 8, 2025. If any proposer wishes to file a protest to the proposed award, it must be filed, in writing, by August 11, 2025 5:00 p.m. PRVWSD plans to approve award of a contract on August 21, 2025.

ANNEX A
Services

I. Basic Services

- A. The Contractor shall complete Basic Services, as assigned by the Contract, required by work orders, or requested by the District. Basic Services shall be performed between 7:00 a.m. and 3:30 p.m. Monday-Friday. Straight time rates shall apply to all services performed during these hours.
- B. Complete work orders as assigned by the Maintenance Division Administrative section.
- C. Contractor shall check each sewer lift station at once per week. Clean, deodorize and degrease as needed.
- D. Make repairs, based on work orders. Repairs may include, but not be limited to:
 - 1. Locate and repair leaks in water mains and service lines.
 - 2. Install new water service lines from the main to the meter.
 - 3. Install, read, diagnose and repair water meters.
 - 4. Locate and exercise water valves annually (2" size and larger).
 - 5. Inspect fire hydrants in Roses Bluff, Tavern Hills, Summers Bay, Marina at Roses Bluff and Jackson Yacht Club.
 - 6. Repair and replace fire hydrants.
 - 7. Adjust, repair and replace valves, all sizes.
 - 8. Adjust, clean and repair sewer manholes.
 - 9. Inspect, clear, clean and repair sanitary sewer mains and service lines from the main to the tap.
 - 10. Service, repair and adjust sewer pumps.
 - 11. Service, clean, repair and replace piping, valves, floats and fittings in sewer lift stations.
 - 12. Make repairs to the Ratliff Ferry Wastewater Treatment Plant. Repairs may include:
 - i. Removal of debris from the lagoons and flow control structures, or aerator.
 - ii. Repair or replacement of spray field heads or piping.

II. Emergency Services

- A. Services required to make any repairs meeting the criteria described in paragraph 1, D, or so designated by the Water Department or Spillway Control Tower Operator. Straight time rates

shall apply to Emergency Services performed during Basic Services hours. Overtime rates shall apply to services performed outside Basic Services hours.

III Additional Services

- A. The Contractor shall not perform any Additional Services unless specifically authorized by the District. Classification of labor hours for Additional Services shall be negotiated agreed upon by the District and the Contractor on a project specific basis.
- B. The following activities shall be considered Additional Services:
 - 1. Install new fire hydrants and valves.
 - 2. Install new sewer mains and manholes.
 - 3. Install new sewer pump stations (all sizes)
 - 4. Install sewer by-pass connections.
 - 5. Other services, as requested.

Dated this 20th day of June, 2025.

ADAM CHOATE, EXECUTIVE DIRECTOR