



THE JAMES ISLAND PUBLIC SERVICE DISTRICT
REQUEST FOR PROPOSALS

PROPOSALS FOR: Wastewater Rate Study Consultant

ISSUE DATE: July 24, 2023

SUBMISSION DEADLINE: 2:00 pm EST on August 10, 2023

OPENING DATE & TIME: 3:00 pm EST August 10, 2023

DIRECT ALL INQUIRES TO: Ed Kilcullen
Director of Finance
kilcullene@jipsd.org

Important Note to Respondents: The James Island Public Service District (“District”) reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District. **Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract detailed below as the basis to establish a contractual relationship with the District.** Responding to this RFP acknowledges that the District has the right to omit your company’s proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified by the District in the template Professional Services Contract to establish the contractual relationship with the District.

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1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS

- 1.1 The James Island Public Service District (District) is seeking proposals from qualified financial consultants to conduct a comprehensive wastewater rate study. The intent of the study is to independently assess and evaluate the District's existing sewer rates and provide recommendations. The overall objective of the study is to adequately fund sewer operations, capital projects, and debt while minimizing rates to the greatest degree possible. The study will be based on a comprehensive review of the District's sewer fund and budget, customer classes, current usage data, future planned growth of the District, and any other information deemed necessary.
- 1.2 Located in Charleston County, SC, the James Island Public Service District is a community of approximately 35,000 residents. The District owns and operates a wastewater collection system to collect and transport wastewater generated by its citizens and other customers within and adjacent to our service area. At present, the District provides wholesale sewer service to City of Folly Beach and 102 residential City of Folly Beach customers, 6,718 District residential users, 174 District commercial users, 4,766 City of Charleston transportation customers, and 1,605 City of Charleston full charge customers.
- 1.3 The District is seeking proposals from consultants for an analysis of sewer base and volumetric rates, and other utility fees and charges (sewer capacity fees, late fees, and etc.), including recommendations for future rates and charges services.

Proposer or Proposer with principals, spouses of principals, or any other stakeholders who are also employed by the District, shall be deemed not eligible to submit proposals on this project. The District reserves the right to disqualify any proposal that it determines does not comply with the laws of the State of South Carolina, policies of the District, creates a conflict, or the appearance of a conflict of interest for the District.

For purposes of this Request for Proposals (RFP), proposers must submit copies of certificates of insurance for general liability and worker's compensation. The selected firm must have general and professional liability insurance coverage in amounts acceptable to the District. Please reference Article 5 and Exhibit B of the Professional Services Contract (PSC) for required coverage amounts. Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract detailed below as the basis to establish a contractual relationship with the District. Responding to this RFP acknowledges that the District has the right to omit your company's proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the District.

2.0 SCOPE OF WORK

2.1 Description of Services:

The proposer shall provide the rates and charges, and cost of service analyses and recommendations shall at a minimum include:

- A description of the existing system operations
- An overview of specific upcoming capital projects including scheduling, expected costs and funding
- An analysis of historical and projected operating trends
- An evaluation of the customer base and usage trends
- Fixed vs. variable cost analysis
- Cost of service allocations
- An estimate & recommendation of future rates and charges required to provide sufficient revenues
- Recommendations for billing options for customers
- Socioeconomic and demographic data
- A comparison of rates/costs at neighboring facilities
- Estimated debt service structure and coverage adequacy
- Cash flow projections
- A discussion of major financial and operational policies
- A description of the methodologies and assumptions used in the report
- Conclusions and recommendations
- Provide resolution to the discrepancies identified with methodologies and assumptions of partnering organizations
- Prior to the Final Presentation to the JIPSD Commissioners at a Regular Meeting, rate consultant will facilitate a public engagement session and answer questions from customers

3.0 PROPOSAL ORGANIZATION

The proposal should consist of the following information in the outline indicated.

3.1 General Information

- 3.1.1 Identify the Proposer's legal status (i.e., corporation, partnership, etc.), and its address, name of single point of contact, single point of contact information, and name of person with binding authority to enter into contracts.

3.2 Understanding/Statement of Interest

- 3.2.1 Indicate the Proposer's knowledge and understanding of the District's request and their capabilities to carry out the scope of work.
- 3.2.2 Describe Proposer's history, financial resources, capabilities, and stability. Provide information demonstrating Proposer's ability to fiscally manage and monitor services proposed.

3.3 Personnel

- 3.3.1 Indicate the current number of employees trained and available to provide all of the required services in each of the proposed service categories.
- 4.3.1 A detailed description of the Proposer's sales, account management, and technical services teams assigned to District. Include biographies and numbers of years working in the capacity proposed with the Proposer.
- 4.4.3 Provide a certification list for technical staff in each service category proposed.

3.4 References

- 3.4.1 Identify 3 current references that the District may contact regarding experience for proposed services outlined in this RFP. Identification of each reference shall include:
 - Contact name and title
 - Contact organization name and address
 - Contact email and telephone number

3.5 Contract Terms and Conditions

- 3.5.1 Proposer shall submit written example of terms and conditions for the work described in their proposal. The District will review and may propose amendments to that contract or provide alternative contract language.

4.0 CONDITIONS FOR PROPOSAL SUBMITTAL

4.1 Proposal Format

The proposal should be submitted on 8-1/2" x 11" soft bound sheets

4.2 Questions

Proposers may submit questions related to the specific project requirements and contents of proposal, in writing to: Ed Kilcullen, Director of Finance @ kilcullene@jpsd.org. Proposers shall not contact any JIPSD staff directly. Evidence of such contact may be cause for rejection of proposal.

4.3 Proposal Submission/Deadline

Proposers are required to submit three (3) hard copies of their service proposal in one package/envelope. Both the proposal and the cost proposal must be submitted to the following address:

**Ed Kilcullen, Director of Finance
1739 Signal Point Road
James Island SC, 29412**

Late proposals will not be accepted.

Proposals must be endorsed with the signature of a responsible official having the authority to bind the offer to the execution of the proposal. The District expects each Proposer to have a legal review performed prior to proposal submission. Each proposal must be submitted in a sealed envelope prominently marked as follows:

Wastewater Rate Consultant Services RFP by:

PROPOSER NAME: _____

Failure to do so may result in a premature opening of, post-opening of, or failure to open that proposal. Facsimile, oral, telephone, or telegraphic proposals are invalid and will not receive consideration.

4.4 Retention of Proposals

Upon submission, all proposals become the property of the District, which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

5.0 PROPOSAL EVALUATION

5.1 Method of Award

The District considers the subject matter of this proposal to be professional service.

Although economic issues will be considered in the award process, emphasis will also be placed upon the quality of the service offered, experience factors, the competency of the prospective Proposer, and outside references.

5.2 Cancellation of Award

The District reserves the right, without any liability, to cancel the award of any proposals, at any time before the execution of the agreement documents by all parties.

5.3 Evaluation Procedures

It is the intent of the District to review all proposals and judge their merit. The District will select a Proposer with which to begin negotiations to provide the District with Deliverables. The District may elect to invite final Proposers to present and/or demonstrate services during the evaluation period.

Failure of the Proposer to provide in the proposal any information requested in this RFP may result in disqualification of that proposal.

5.4 Criteria for Evaluation

The decision on selecting a Proposer for the project will be based on the following criteria:

5.4.1. Service Experience:

- Experience of Proposer
- Proposer Depth
- Similar Type Services
- Similar Size Services
- Proposer Stability
- Proposer References

5.4.2. Understanding/Compatibility

- Understanding of the JIPSD's Needs Based On Information Provided
- Interest/Commitment

5.4.3. Approach

- Work Plan / Timelines
- Schedule Management
- RFP Specifications
- Explanation of Quality Control and Assurances
- Proposer's ability to provide multiple services

5.5 Oral Presentation

Following evaluation of proposals, Proposers may be required to give an oral presentation of their proposal to the District's Senior Staff and/or Commission. This will provide an opportunity for the Proposer to clarify or elaborate on specifics within their proposal. Proposers will be expected to pay for any costs they incur for the oral presentation along with any costs associated with preparing and transmitting informational responses.

5.6 Rejection of Proposals

The District reserves the right to reject any (or all) proposal(s) based on the evaluation criteria contained in this RFP. The District also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

6.0 MISCELLANEOUS PROVISIONS

6.1 Contract Provisions

Proposals submitted in response to the RFP may become a part of any subsequent contract. If for any reason the selected Proposer deviates in any way from previous proposed services, the District may reject the proposal and begin negotiations with another Proposer.

6.2 Non-Discrimination

The responding Proposer must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

6.3 Lobbying

Any attempt to contact members of the District's Commission, or department heads involved or affected by the project, including second party contact, may result in rejection of your proposal.

6.4 Limitations

The District will not be responsible for any costs incurred by applicants in preparing proposals.

JAMES ISLAND PUBLIC SERVICES DISTRICT
STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL
FOR
PROFESSIONAL SERVICES CONTRACT

This is a Contract Agreement (the “AGREEMENT”), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT, a South Carolina Special Purpose District, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the “DISTRICT”, and “INSERT NAME OF THE COMPANY,” a South Carolina Corporation, whose address is “INSERT STREET ADDRESS,” hereinafter referred to as “PROFESSIONAL.”

ARTICLE 1. SERVICES OF PROFESSIONAL

A. Scope of Services

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in *Exhibit A* (“Scope of Services”).
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. “Scope of Services” shall at all times be relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in *Exhibit A*.

B. *Description of Services.* PROFESSIONAL will conduct a comprehensive wastewater rate study as delineated in *Exhibit A (Scope of Services)*.

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

A. *Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XX,XXX.XX per year for a period of twelve (12) months starting MONTH, DAY, YEAR through MONTH, DAY, YEAR by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.

B. *Payment.* Consideration payments are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis and paid on or before the ____ day of every month for Services provided and accepted the previous month.

C. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on _____.

ARTICLE 3. CONTRACT DOCUMENTS

A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:

- i. This Agreement
- ii. A letter submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
- iii. Proposal submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.

B. *Conflicts.* To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

ARTICLE 4. STANDARDS OF PERFORMANCE

A. *Standard.* The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Compliance.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.

D. *Regulations and Standards.* PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

ARTICLE 5. INSURANCE

A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in *Exhibit B*, "Insurance" to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

- A. The PROFESSIONAL shall indemnify, and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all costs, losses, and damages (including reasonable attorneys fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of PROFESSIONAL, or any consultant, subcontract and/or supplier within PROFESSIONAL's control to provide Services or for whose acts any of them may be legally liable.
- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. The PROFESSIONAL's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and punitive damages (if any) but only to the extent caused by (1) the negligent violation of or failure to comply with applicable law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is legally liable, (2) negligence in the execution of performance of the Services, and (3) negligent failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys' fees and court costs) incurred by any of them in enforcing any of the PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

- A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

ARTICLE 8. DISPUTE RESOLUTION

- A. *Mediation.* DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

ARTICLE 9. EMPLOYMENT PRACTICES

- A. *Equal Opportunity Employment.* PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance.* PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.
- C. *Indemnity.* PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

- A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.
- B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.
- C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.
- D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.
- E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.
- F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.
- G. *Assignability.* Any rights provided for in this Agreement, to any party hereto, are not assignable.
- H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE AGREEMENT

Dated:

Signed By: Dave Schaeffer

Its: District Manager

INSERT COMPANY NAME OF PROFESSIONAL

Dated:

Signed By: **Insert Name of Representative**

Its: **Insert Title of Representative**

EXHIBIT A

“Scope of Services”

The James Island Public Service District (District) is seeking proposals from qualified financial consultants to conduct a comprehensive wastewater rate study. The intent of the study is to independently assess and evaluate the District’s existing sewer rates and provide recommendations. The overall objective of the study is to adequately fund sewer operations, capital projects, and debt while minimizing rates to the greatest degree possible. The study will be based on a comprehensive review of the District’s sewer fund and budget, customer classes, current usage data, future planned growth of the District, and any other information deemed necessary.

The proposer shall provide the rates and charges, and cost of service analyses and recommendations shall at a minimum include:

- A description of the existing system operations
- An overview of specific upcoming capital projects including scheduling, expected costs and funding
- An analysis of historical and projected operating trends
- An evaluation of the customer base and usage trends
- Fixed vs. variable cost analysis
- Cost of service allocations
- An estimate & recommendation of future rates and charges required to provide sufficient revenues
- Recommendations for billing options for customers
- Socioeconomic and demographic data
- A comparison of rates/costs at neighboring facilities
- Estimated debt service structure and coverage adequacy
- Cash flow projections
- A discussion of major financial and operational policies
- A description of the methodologies and assumptions used in the report
- Conclusions and recommendations
- Provide resolution to the discrepancies identified with methodologies and assumptions of partnering organizations

- Prior to the Final Presentation to the JIPSD Commissioners at a Regular Meeting, rate consultant will facilitate a public engagement session and answer questions from customers

EXHIBIT B

“Insurance”

Insurance

- A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:
- i. Professional and General Liability
 - a. Each Occurrence: \$1,000,000.00
 - b. General Aggregate: \$2,000,000.00
 - ii. Workman’s Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
 - iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).
 - iv. Umbrella/Excess Liability
 - a. Each Occurrence: \$1,000,000.00
 - b. General Aggregate: \$1,000,000.00
- B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.
- D. Before DISTRICT is to execute this AGREEMENT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.