REQUIREMENTS FOR REQUEST FOR PROPOSALS FOR BIOSOLIDS DISPOSAL

GENERAL INFORMATION

**PURPOSE**

The City of Vicksburg, hereinafter referred to as “City”, is accepting proposals for provision of services necessary for the processing and disposal of a portion of its biosolids generated at its Rifle Range Road facility. This contractual agreement shall be for a period of ten (10) years with an option to extend for an additional five (5) years, which shall commence on October 1, 2018.Proposals are requested as per the contracts included herein; any exceptions to the contracts should be listed, otherwise the bid prices will be accepted as per contracts. Final Contract wording will vary according to what Option the City chooses.

**PROPOSAL/BID SUBMITTAL TIME AND PLACE**

Proposal/Bids deadline shall be received in the City Clerk’s office at address listed below by 9:00 o’clock a.m., September 04, 2018:

Mailing Address: Physical Address:

City of Vicksburg City Hall, 2nd Floor

City Clerk City Clerk’s Office

Post Office Box 150 1401 Walnut Street

Vicksburg, MS 39181-0150 Vicksburg, MS 39180

Proposal/bids to be publicly opened and received in the Board Meeting, September 04, 2018, 10:00 o’clock a.m.

GOALS AND OBJECTIVES

To provide the Citizens of Vicksburg with the most economical, reliable, efficient, biosolids processing and disposal service available that meets all state and federal regulations applicable to this type process. The City will select the contractor that meets those qualifications so that the biosolids disposal service provided is performed in the most healthful and esthetic manner as possible.

With the understanding that the City will select the most qualified proposal or proposals on the basis of price, technology and other relevant factors and from such proposals, but not limited to the terms thereof, negotiate and enter into contracts with one or more of the persons or firms submitting proposals/bids.

Proposals shall provide for the disposal of approximately 1000 dry short tons per year of anaerobically digested and further stabilized class B biosolids. The biosolids are residuals from a trickling filter process treating residential, commercial, and industrial wastewater. Scheduling of removal and disposal shall be determined by the City, but will not be highly restrictive and should be suitable to both the contractor and the City. The City shall be responsible for analysis to establish biosolids quality. Record keeping required for land application shall be the responsibility of the contractor. The City intends to make available, with certain restrictions, to the successful contractor adequate land for staging and access to its facilities.

Currently, the City concentrates, ages, heats and agitates, and pumps to two lagoons in alternation the digested biosolids to produce a 10% DWS product which may be landfilled, or disposed of by other means with further dewatering. Interested parties shall be free to submit any process, procedure or technique capable of producing a product which the contractor shall use or dispose of in a legal manner, subject to the following limitations:

1. The process, procedure, or techniques shall not employ incineration.

2. The disposal method shall be in strict compliance with all applicable federal state and local regulations.

Interested parties must currently have the process, procedure, or technique they would plan to propose in operation at a minimum capacity of 1000 DT/Y and for a duration of not less than ten (10) years. Interested parties shall submit a general overview of their process and a list of locations where their process is currently in operation.

INSTRUCTIONS AND CONDITIONS FOR PROPOSAL SUBMISSIONS

Inquiries - No Interpretation of the meaning of this Request for proposal will be made except in writing.

Every request for such Interpretation must be in writing and must be received not later than ten (10) calendar days prior to the closing date for proposals, addressed to:

Mailing Address: Physical Address:

Walter W. Osborne, Jr. City Hall, 2nd Floor

City Clerk City Clerk’s Office

Post Office Box 150 1401 Walnut Street

Vicksburg, MS 39181-0150 Vicksburg, MS 39180

**SITE VISITATION**

Respondents are required to make an on-site visit to Vicksburg.

**RESPONDENT SUPPLIED MATERIALS**

Any material submitted in response to this proposal by an offeror shall become the property of the City of Vicksburg.

Information supplied will be confidential only to the extent allowed by applicable law relating to disclosure of public records.

**MULTIPLE PROPOSAL**

Any major variations or alternatives to the primary proposal should be presented as an alternate proposal. Such proposals should follow the same instruction and format as the primary proposal, but need include only information which differs from the primary proposal.

**REJECTION OF PROPOSAL**

The City reserves the right to reject any and all proposals submitted in response to this RFP, or to cancel, in part or in its entirety, this request.

**REQUIRED COPIES FOR SUBMISSION**

The original and four (4) copies of each proposal should be submitted.

All proposals must be properly sealed and labeled (on the outside of sealed container) to show the following:

1. Vicksburg Biosolids Disposal RFP

2. Name of Offeror

3. Address of Offeror

Address for Submission - Proposal responses must be submitted to:

Mailing Address: Physical Address:

Walter W. Osborne, Jr. City Clerk’s Office

City Clerk City Hall, 2nd Floor

Box 150 1401 Walnut Street

Vicksburg, MS 39181-0150 Vicksburg, MS 39180

The City reserves the right to require any additional information it may deem appropriate.

The City has the right to waive any irregularities in the proposal.

The proposal will be open for acceptance by the City and will be irrevocable for a period of thirty (30) calendar days from the submission date.

All proposals will become the property of the City and will not be returned.

The City, at its discretion, may also use any non-propriety information contained therein.

The City will not be responsible for the payment of any expenses incurred as a result of responding to the proposal, including any subsequent pre-contractual Interview.

The Offeror must submit a cover letter indicating the firm’s intention to participate in good faith in subsequent contract negotiations. Proposals will not be considered without this letter.

**FIRM BACKGROUND**

Submit information concerning your firm’s experience in biosolids processing/disposal

service.

Include reference(s) and information explaining experience with similar size cities.

Provide a five (5) year balance sheet and financial information regarding the financial stability of the firm. Please indicate whether the financial information is to be kept confidential.

The City reserves the right to request additional financial information from the applicant as it may deem appropriate.

**EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

* Minimizing the cost to the Citizens of Vicksburg for biosolids disposal.
* Capability and experience in providing biosolids disposal services.
* How fully the proposal meets all requirements as stated in the RFP.
* How fully the plan both meets the fiscal requirements as stated in the RFP and the goals and objectives of the City to provide the most efficient, healthful and esthetic disposal of biosolids.
* Professional experience and performance of the firm.
* Professional qualifications of the firm.
* The firm’s prior history of operation within the region.
* Financial stability of the company making the offer.
* Transition Plan, from current contractors.

**ATTACHMENTS**

Submitting firms are encouraged to include attachments with their submittals, including but not limited to:

* Letters of Reference
* Brochures

**BONDS**

The Contractor will secure and maintain, and furnish to the City, annual Payment and Performance Bonds as listed the contract in the amount as stated; written by a company qualified and licensed to do business in the State of Mississippi and acceptable to the City. The annual Bonds shall be kept in force and effect until formally released by the City. The bonds shall be maintained in the City Clerk’s Office.

**INSURANCE**

The Contractor will secure and maintain and furnish to the City liability and workers compensation insurance. As permitted by law, the Operator shall indemnity, defend, and hold harmless The Mayor and Aldermen, City, its agents, and employees from and against claims, damage, losses, and expenses, including, but not limited to, attorney’s fees arising out of, resulting from, or related to the agreement that results in any claim for damage whatsoever including, without limitation, any bodily injury, sickness, disease, death, or injury to or destruction of tangible or intangible property, including the loss of use resulting therefrom that is caused by the Contractor, or anyone for whose acts any of them may be liable.

This section shall not require the Contractor to indemnify, defend, and hold harmless The Mayor and Aldermen, City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City.

In addition, the City shall not be responsible nor be held liable for any damage consequent upon the use, misuse, or failure of any City equipment, material, or supplies used by the Contractor or anyone directly or indirectly employed by the Contractor.

The acceptance or use by any such equipment, material or supplies shall be construed to mean that the Contractor accepts the full responsibility for and in addition to paying for any loss or damage thereto, Contractor agrees to exonerate, indemnify and hold harmless the City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment or property of the Contractor, the City or other persons, even though such equipment may be furnished, rented or loaned to Contractor by the City.

The Contractor shall purchase such insurance as shall protect the Contractor from claims which may arise out of or result from the Contractor’s operation under the agreement for which the Contractor may be legally liable, whether such operations be by the Contractor itself or by anyone directly or indirectly employed by the Contractor or by anyone for whose acts any of them may be liable.

The insurance required shall be written for not less than the amounts as stated in the individual contract for the different services requested by this request for proposals but in no event less than the following amounts:

* Commercial Comprehensive General Liability $ 2,000,000
* Single Limit each occurrence $ 1,000,000 Aggregate
* Property Damage Liability $ 100,000 / Occurrence
* Workers Compensation per State and Federal laws
* Employer’s Liability $ 100,000

All liability insurance policies shall be written on an occurrence basis only, shall be endorsed to add the City of Vicksburg, its agents and employees as an additional insured as related to this agreement and shall be maintained without interruption from the date of the commencement of the work until the date of termination. A copy of said policies shall be filed in the City Clerk’s Office. The insurance specified must be written by a company duly authorized and licensed to do business in the State of Mississippi. Said insurance must be maintained at all times during the term of the contract.

A Certificate of Insurance evidencing such policies must be furnished to the City with the signed contract.

Said certificate must specifically indicate that the insurance policies shall give the City at least sixty (60) days written notice in the event of cancellation, non-renewal, or of material change in any part of the policy.

The Operator shall not commence work under this contract until the Operator has obtained all insurance required under this section and such insurance has been approved by the City Attorney and Risk Manager for the City of Vicksburg.

All certificates of insurance evidencing such coverage shall be filed with the agreement showing the specific limits of insurance coverage required and any deductibles required.

Each envelope and/or bid proposal sealed container must have a complete return address and the designation “RFP/BID” in the lower left hand corner.

Firms considered to be finalists may be invited to an interview and the opportunity to make a presentation to The Mayor and Aldermen. The Mayor and Aldermen will award the contract(s) to the group, individual, company, or firm they deem most appropriate based solely on their judgment.

The Mayor and Aldermen welcome any innovative and/or novel approaches to processing and disposal of biosolids for the citizens of the City of Vicksburg.

**E-Verify :** All contractors with the City of Vicksburg, Mississippi must provide proof of compliance with the Mississippi Employment Protection Act, Sec. 71-11-3 of the Mississippi Code of 1972, as amended.