



Harrison County Utility Authority

**10271 Express Drive
Gulfport, MS 39503
Phone: 228-868-8752
Fax: 228-868-8751**

NOTICE TO PROPOSERS

Harrison County Utility Authority; "The Authority" will receive sealed proposals for Biosolids Transport & Disposal until **10:00 a.m., February 19th, 2016. Any proposals not received at the Authority office by the required date and time will not be opened or considered. Eight (8) copies of the proposal must be submitted.** The proposals will be opened and read at that time by the Authority for the following project:

RFP # 04-04-2016 Biosolids Transport & Disposal

RFP number, contractor name and Certificate of Responsibility number must appear on the outside of the envelope in which your proposal is submitted. Proposals without these identification numbers and names will be subject to disqualification and non-consideration.

Said proposer must also be in Good Standing and licensed to do business in the State of Mississippi.

Specifications must be obtained from the Authority located at 10271 Express Drive, Gulfport, Mississippi 39503. Any questions concerning electronic responses, please contact Bart Clover Telephone number (228) 868-8752.

Proposals will be received at The Authority located at 10271 Express Drive, Gulfport, Mississippi 39503.

Or mail to: Harrison County Utility Authority 10271 Express Drive, Gulfport Mississippi 39503.

REQUEST FOR PROPOSAL BIOSOLIDS TRANSPORT AND DISPOSAL

INTRODUCTION

Harrison County Utility Authority, “The Authority” owns and operates ten (10) wastewater treatment facilities in Harrison County. Each of these facilities produces sewage biosolids and / or liquids containing biosolids. Liquids containing biosolids will be referred to hereinafter as (sludge) that must be disposed. Currently, the Authority has eight (8) facilities equipped with belt presses that dewater the biosolids which constitute primarily semi-solid (12% - 19% solids) and produce a non-hazardous “cake”. The cake must be loaded into trailers for transport to permitted disposal facilities. Two (2) facilities require pump trucks to transport to permitted disposal facilities. Transporting sludge between plant facilities may be required.

OBJECTIVE

Secure the services of a contractor who will provide the trailers, transportation, and properly disposal of non-hazardous biosolids and or liquids containing non-hazardous biosolids generated at the Authority’s ten (10) wastewater treatment facilities.

OPENING OF PROPOSALS

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Said proposer must also be in Good Standing and licensed to do business in the State of Mississippi.

The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information may be given concerning the Request for Proposals. The Authority will Issue any such addenda. If addenda are issued, the Authority will use its best efforts to notify all prospective offerors; however, it will be the responsibility of each bidder prior to submitting the proposal, to contact Bart Clover and determine if addenda were issued to make such addenda a part of the proposal.

1. **SCOPE**

Provide trailers that are “fit for use” that can transport from our eight (8) facilities equipped with belt presses. Currently trailers that haul 32 yards are being provided and are considered fit for use.

- 1.1. The trailers must be spotted in locations as directed by Authority Facility personnel.
- 1.2. The trailers must be equipped with attached easy roll-out covers to keep biosolids dry. Loose tarps will not be considered.
- 1.3. Trailers will be provided and exchanged on an as-needed basis to be determined by Facility personnel. Pick-up and trailer exchange times should not exceed 24 (twenty four) hours from the time of notification. Pick-ups are normally required Monday through Friday. Under special circumstances weekend pick-ups may be required.
- 1.4. Pick-up/exchange and transport the loaded trailers to a disposal facility that is approved to receive said waste by the state regulatory authority.
- 1.5. Provide transportation that can transport liquid biosolids on an as-needed basis from any of the Authority’s ten (10) treatment facilities, but specifically two (2) treatment facilities.
- 1.6. Provide a covered storage area at the disposal site for trailers that do not meet disposal requirements or during inclement weather when disposal is delayed.
- 1.7. Transport liquid biosolids or biosolids between facilities as requested.

2. **CONTRACTOR OBLIGATIONS**

The Contractor shall:

- 2.1. Within twenty four (24) hours after receipt of notice, Monday thru Friday, from the Authority, cause the removal, transportation, and land application of Authority’s biosolids and, in connection with such activities, maintain Authorizations and landowner Agreements required of Contractor for agricultural land application and/or disturbed land reclamation in accordance with all applicable Legal Requirements which are currently in effect, or which take effect during the term of this Agreement.
- 2.2. At the written request of the Authority, and as applicable, provide any Authorizations which are issued by applicable governmental Authorities for all land approved for biosolids land application.

- 2.3. Notify the Authority in writing of any notice of violation, action, suit, claim, or legal proceeding against Contractor relating to any aspect of the Authority's Biosolids.
- 2.4. For Biosolids which are land applied, employ land application methods approved by applicable Governmental Authorities.
- 2.5. Develop and implement monitoring, record keeping, and reporting programs as required by applicable Legal Requirements, and as set forth in Section 7 of this document.
- 2.6. Provide proof of liability insurance, as set forth in Section 4 of this Agreement.
- 2.7. Indemnify, Authority, and hold harmless Authority, its subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees, shareholders, representatives and agents (hereinafter referred to collectively in this section as Authority Indemnitees) from and against any and all claims, liabilities, lawsuits, and causes of action, together with reasonable costs, expenses, and attorneys' fees associated therewith and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by Authority Indemnitees or asserted against Authority Indemnitees by any other person or persons (including Governmental Authority's), to the extent caused by Contractor's breach of its obligations.
- 2.8. Comply in all material respects with all Legal Requirements applicable to Contractor's provision of the services.
- 2.9. Contractor's obligations to take, receive or beneficially reuse biosolids shall be suspended during a Force Majeure for a period of 30 days.

3. AUTHORITY OBLIGATIONS.

The Authority shall:

- 3.1. Provide Contractor with reasonable access to the Authority's biosolids delivery system, except as reasonably required for safety or emergency considerations, or planned shutdown of the Facility. It is agreed that when safety, emergency or shutdown conditions prevent access, that both parties will attempt to resolve such conditions as expeditiously as possible.
- 3.2. Provide Contractor written notice of information for Authority to facilitate its compliance with Authority's requirements of 40 C.F.R. Part 503. The methods and procedures by which Authority samples and analyzes shall comply with methods and procedures prescribed by 40 C.F.R. Part 503.
- 3.3. Not provide to Contractor any biosolids or sludge which contain Hazardous Material or are hazardous in accordance with 40 C.F.R. Part 261, other

federal law, and state law.

- 3.4. Provide Contractor with at least twenty-four (24) hours advance notice, Monday thru Friday, of when Authority desires for Contractor to remove biosolids from the facility.
- 3.5. Notify the Contractor of operating changes or any other condition that would reasonably be expected to affect the biosolids handled by the Contractor.

4. INSURANCE

The Contractor shall maintain and provide the Authority evidence of insurance as follows:

- 4.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Mississippi, and Employer's Liability with a minimum single limit of \$1,000,000.
- 4.2. Commercial General Liability and Automobile Liability Insurance to include premises operations and subcontractors. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies will have limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Authority shall be named as an additional insured.
- 4.3. Pollution Insurance to include premises operations. The insurance policy shall have a limit of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Authority shall be named as an additional insured.

5. PERFORMANCE BOND AND PAYMENT BOND

- 5.1. Contractor will be required to furnish a corporate surety bond throughout the term of this contract as security for all payments required by this contract. Said surety bond must be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) and must be furnished within fifteen (15) days of notice to do so.
- 5.2. Premium for bond(s) described above shall be paid by the contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 5.3. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Mississippi.
- 5.4. Attorneys-in-Fact who sign performance bonds or contract bonds must file with each bond a certified and currently dated copy of their Power of Attorney.

6. PAYMENT

The Contractor shall provide the Authority with an accounting of the yards of Biosolids removed from the Authority's Facility. The Authority will be provided with manifests for all loads removed by the contractor

- 6.1. The Contractor shall submit invoices twice a month for services provided by Contractor, using the rates and the amounts agreed to. The Authority shall pay all invoices pursuant to the laws of the State of Mississippi.
- 6.2. It is agreed that in the event of any dispute concerning invoice amount, Authority will pay undisputed invoice amounts pursuant to the laws of the State of Mississippi.

7. RECORD KEEPING

The Contractor shall maintain records and submit summary reports to the Authority after each hauling event and on an annual, cumulative basis. Reports shall include information regarding, but not be limited to:

- 7.1. Number of loads transported and applied with identification of utilization site(s).
- 7.2. Such other information as will reasonably allow Authority to fulfill its recordkeeping and reporting requirements under applicable Legal Requirements.

8. NOTICES

Except as otherwise provided herein, any notice, demand or other communication shall be in writing and shall be personally served, sent by commercial courier service or prepaid registered or certified mail. Any such notice shall be deemed communicated upon receipt. Pick-up notifications are excluded.

- 8.1. The following address is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to Authority.

(To be Determined)

- 8.2. The following address is hereby designated as the legal address of the AUTHORITY. Such address may be changed at any time by notice in writing delivered to Contractor.

Harrison County Utility Authority
10271 Express Drive
Gulfport, MS 39503
(228) 868-8752
Fax: (228) 868-8751
Attention: Mr. John Wilson

9. FORCE MAJEURE

Wherever the word "Force Majeure" is used, it should be understood to mean:

- 9.1. acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances;
- 9.2. labor disputes, strikes, Work slowdowns, or Work stoppages;
- 9.3. orders or judgments of any Federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;
- 9.4. power failure and outages affecting the Premises; and
- 9.5. any other similar cause or event, including a change in law, regulation, ordinance or permit, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure.

If, because of Force Majeure any party's cost is increased by more than 15% or any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

10. CONTRACT TERMINATION

Contractor may terminate The Agreement at any time upon written notice to Authority and have no further obligation to Authority if;

10.1. The biosolids become unsuitable for land application by the Contractor by reason of (i) the act or omission of any third party or Authority, and through no fault of Contractor, or (ii) the condition of the biosolids is materially inconsistent with the description and analysis, certifications or other information the Authority has provided to the Contractor regarding the biosolids, or (iii) Authority breaches its obligations hereunder regarding the quality of the biosolids.

11. TERMS OF CONTRACT

The term of the contract will be for five (5) years (4/4/16 - 4/4/21) with the option of one (1) one-year renewal with the same terms and conditions if the Authority chooses. A notice of intent to renew would be issued in writing by the Authority.

12. REFERENCES

Proposer shall supply a minimum of three (3) references with BID submittal; i.e. list agencies you are currently providing hauling & disposal services as well as the length of the service contract period.

13. FINES / VIOLATIONS / REGULATORY NON-COMPLIANCE

Proposer shall list any / all fines, violations or other Regulatory non-compliance during the past three (3) years.

14. HISTORICAL DATA

It should be noted that the historical disposal totals, provided are based upon the Authority's past operations. Biosolids analyses will be provided upon request. The Authority may expand its utility services in causing the amount of biosolids generated to increase. Likewise, the Authority may decommission some Facilities, sell or donate biosolids causing the total of biosolids generated to decrease. The historical numbers are not to be construed by the contractor as a guarantee of that volume of work.

HCUA FACILITY ANNUAL SLUDGE PRODUCTION 2014

TRANSPORTED FROM	2691	yds.	TRANSPORTED FROM	8094	yds.
Name:	Long beach/Pass Christian WWTP		Name:	West Biloxi WWTP	
Address:	440 Fleitas Ave Pass Christian		Address:	370 Rosalie Maria Drive Biloxi	
State(s):	MS		State(s):	MS	
Phone	1-228-452-9333		Phone	1-228-385-1028	
TRANSPORTED FROM	9493	yds.	TRANSPORTED FROM	1863	yds.
Name:	Gulfport North #2		Name:	North D'iberville WWTP	
Address:	10371 Larkin Smith Road Gulfport North #2		Address:	5200 Reece Bergeron Rd. Biloxi	
State(s):	MS 39503		State(s):	MS	
Phone	1-228-896-2262		Phone	1-228-354-8782	
TRANSPORTED FROM	3230	yds.	TRANSPORTED FROM	TBD	yds.
Name:	Gulfport South WWTP		Name:	Traditions WWTP	
Address:	13762 Washington Avenue Gulfport		Address:	13101 Pony Ranch Rd. Saucier	
State(s):	MS		State(s):	MS	
Phone	1-228-863-0030		Phone	N/A	
TRANSPORTED FROM	3993	yds.	TRANSPORTED FROM	TBD	yds.
Name:	Keegan Bayou WWTP		Name:	South Woolmarket WWTP	
Address:	336 Iroquois St. Biloxi		Address:	11631 Shorecrest Rd Biloxi	
State(s):	MS		State(s):	MS	
Phone	1-228-347-5042		Phone	1-228-392-0001	
TRANSPORTED FROM	100,000	gallons	TRANSPORTED FROM	TBD	gallons
Name:	Delisle WWTP		Name:	Riverhills WWTP	
Address:	7435 LoBouy Rd Pass Christian		Address:	16293 Old Highway 49 Saucier	
State(s):	MS		State(s):	MS	
Phone	NA		Phone	NA	

15. **PROPOSAL SPECIFICATIONS**

The proposal **SHALL** include all the following information:

- 15.1. Designation of the final disposal site (s) for the biosolids. Provide copy of the permit for the disposal site(s). If permits expire in less than 6 months, then a copy of the Permit Application For Renewal Should also be provided.
- 15.2. Proof that the designated disposal site (s) or means of disposal is authorized by the governing regulatory agency to receive and dispose of sewage biosolids and meets **Requirements of U.S. EPA 40 CFR. Part 503 for Class "B" product.**
- 15.3. Proof that the contractor is authorized by the governing regulatory agency to transport sewage biosolids.
- 15.4. Specify the means of disposal solids and liquid.
- 15.5. Provide an inventory of the equipment (trailers trucks and off site storage facility) that will be available to the Authority for use on this project. Include age / condition of equipment.
- 15.6. Proposal Sheet including a price quote per yard and gallon that is all inclusive of the services described in the Scope.
- 15.7. The responding vendor's qualifications, years in business, staff profile and experience to provide the level and type of service specified in the proposal.
- 15.8. If applicable, detail the beneficial re-use of the sewage biosolids (name of program, type of re-use recognized by a local, State or Federal entity).
- 15.9. The successful Proposer must supply The Authority with a current certificate of liability insurance that provides evidence of current coverage and proof of other insurance requirements.
- 15.10. Listing of any / all regulatory fines / violations / non-compliance, including cause, response and final resolution.
- 15.11. Copies of all required permits, including date of permit expiration / renewal.
- 15.12. Documentation of available site capacity for term of contract.

16. **DEFINITIONS**

- 16.1. "**AUTHORIZATIONS**" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions, required for the removal, transportation and land application of Biosolids in compliance with all applicable Legal Requirements.

- 16.2. "BIOSOLIDS" means sewage sludge meeting Class B pathogen requirements, vector attraction reduction requirements and pollutant concentrations (as defined by 40 CFR Part 503 and State of Mississippi requirements for land application) that have been dewatered at the Authority's expense to a minimum of 12% solids concentration. Biosolids do not include any hazardous materials or substance and must be suitable for land application under the applicable law.
- 16.3. "ENVIRONMENTAL LAWS" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect relating to Hazardous Materials, Biosolids, or the protection of the environment, health and safety, or a community's right to know, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Emergency Planning and Community Right to Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any analogous state or local law.
- 16.4. "GOVERNMENTAL AUTHORITY" means any foreign governmental authority, the United States of America, any State of the United States of America, any local authority, and any political subdivision of any of the foregoing, and any agency, department, commission, board, bureau, court, tribunal or any other governmental authority having jurisdiction over this Agreement, Biosolids, Or Company, Hauler, or any of their respective assets, properties, sites, facilities or operations.
- 16.5. "HAZARDOUS MATERIALS" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Environmental Laws, or as they become defined, listed, or regulated under Environmental Laws.
- 16.6. "LEGAL REQUIREMENT" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect, including without limitation, Environmental Laws.

17. AWARD

The Authority reserves the right to reject any and all proposals received as a result of this Request for Proposals (RFP). If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors' qualifications and capabilities to provide the specified service, and grade based on the criteria described in this RFP. The Authority reserves the right to add additional facilities and tests as may be required at any time during the course of the contract providing the price has been agreed upon all parties.

Preference to resident contractors 2013 Mississippi Code - § 31-7-47

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, province, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state, city, county, parish, province, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, province, nation or political subdivision of domicile of the nonresident.

EVALUATION SPECIFICATIONS

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Authority, which will determine the proposal most advantageous to the Authority, taking into consideration price and the other criteria described below.

The Authority will grade the proposals on a variety of weight criteria which is set forth in advance:

<u>Points Possible</u>	<u>Evaluation Criteria</u>
25	Contractor's ability to dispose of the sewage biosolids as demonstrated by the following: <ol style="list-style-type: none">1) Designation of the disposal site including proof that said site is authorized by the governing regulatory agency to receive and dispose of sewage biosolids.2) Proof that the contractor is authorized to transport sewage biosolids by the governing regulatory authority.3) Proof that disposal site (s) or facilities have the available capacity to receive the Authority's wastes through the contract period.
25	Contractor's ability to deliver the above described services as demonstrated by the following: <ol style="list-style-type: none">1) Contractor's qualifications, years in business, staff profile, and experience.2) Thorough inventory of contractor's equipment, buildings and facilities that meet the Authority's needs and will be available for use on this project.
10	Utilization of the sewage biosolids in a beneficial re-use program (name of program, type of re-use, recognized by a local, State or Federal entity).
40	Contractor's price.

BIOSOLIDS TRANSPORT AND DISPOSAL PROPOSAL SHEET

Harrison County Utility Authority

BID PROPOSAL

RFP # 04-04- 2016 Biosolids Transport & Disposal

BIDDER hereby proposes to deliver equipment and provide services to all of Harrison County Utility Authority's treatment facilities located within the County of Harrison in accordance with the published specifications, for the following prices.

\$ _____ Costs per cubic yard of biosolids to haul and dispose.

\$ _____ Costs per gallon of liquid biosolids (sludge) to haul and dispose.

\$ _____ Costs per gallon of liquid biosolids (sludge) to haul between facilities.

*All inclusive (i.e. includes spotting trailers, pick-up, trailer rental, pump trucks for liquids, transport, liners, trailer covers, and disposal).