

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

REQUEST FOR PROPOSALS

Sealed Request for Proposals, **plainly marked RFP #19- 15 “Hydrosolids Management – City of Portsmouth” on the outside of the mailing envelope as well as the sealed envelope,** addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **November 12, 2014 @ 2:00 p.m.**

The City of Portsmouth is soliciting Proposals from contractors who wish to provide hydrosolids management for the City of Portsmouth.

There is a mandatory pre-proposal meeting on **November 5, 2014 at 10:00 a.m.** at the Water Treatment Plant, 60 Freshet Road, Madbury NH, to discuss the scope of services being requested and to answer any questions prospective proposers may have about the contract. Attendees are responsible to sign in on the attendance log provided at the meeting by the City.

If you would like to obtain a copy of the Request for Proposal you may call the Purchasing Coordinator at 603-610-7227, visit the Finance Department on the third floor at the above address, or visit our website at <http://www.cityofportsmouth.com/finance/purchasing.htm>.

Addenda to this Request for Proposal document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading at least two (2) days prior to the proposal due date. Addenda and updates will **NOT** be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator at purchasing@cityofportsmouth.com.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

SECTION I - GENERAL INFORMATION

- A. The City is requesting proposals to provide pricing for removal and recycling or disposal of drinking water solids (hereinafter “hydrosolids”) from the Water Treatment Plant located at 60 Freshet Road, Madbury. Hydrosolids are stored in open bunkers located adjacent to the drying beds. Removal of hydrosolids shall be done at a minimum three times annually.
- B. There is a mandatory pre-proposal meeting on **November 5, 2014 at 10:00 a.m.** at the Water Treatment Plant, 60 Freshet Road, Madbury NH, to discuss the scope of services being requested and to answer any questions prospective proposers may have about the contract. Attendees are responsible to sign in on the attendance log provided at the meeting by the City.
- C. Questions regarding this submittal should be directed to Lori MacGinnis, Purchasing Coordinator, 1 Junkins Ave. Portsmouth, NH 03801, (603) 610-7227. Operational questions should be directed to the Treatment Facility at 603-498-5693.
- D. The work may commence any time after the City’s acceptance of Contractor’s proposal as scheduled with the City.
- E. Upon the agreement of both parties, the agreement may be renewed in one-year increments at the rates submitted in the proposal for a total period not to exceed three (3) years.

SECTION II - PROJECT WORK SCOPE

- A. The City of Portsmouth is requesting proposals from qualified Contractors who are experienced in hydrosolids management. Cost-effectiveness and compliance are important to the City. The City prefers a beneficial use option, but will consider disposal if a cost-savings can be realized.
- B. The Water Treatment Plant utilizes aluminum salt type coagulant, sodium hydroxide, polyelectrolyte aid, activated carbon, and potassium permanganate in its clarification / dissolve floatation and filtration process. The byproduct is a non-reactive, typically inert slurry/sludge containing chemically neutralized and precipitated natural organic material, sediment and debris removed from surface water. It is physically pumped from the hydro solids holding tank of the Water Treatment Facility to the drying beds.
- C. The two bunkers have capacity for approximately 650 tons combined. Annual production is approximately 2000 tons. Annual tonnage may be more or less due to production. The density of the hydrosolids is on average 1,600 pounds/yard. The hydrosolids averages 11.5% solids.
- D. Contractor shall supply and operate loader to remove the hydrosolids from the bunkers and load on to Contractor’s trucks for hauling.
- E. Contractor shall have all required federal, state, and local permits for where the hydrosolids will be utilized/disposed. Contractor shall perform all testing and analysis of the hydrosolids to comply with any permits. Contractor shall perform all recordkeeping and reporting. Copies of documents referencing the Water Treatment Plant or its hydrosolids shall be supplied to Portsmouth.

SECTION III – PROJECT REQUIREMENTS

- A. Remove and utilize or dispose the hydrosolids from the bunkers.
- B. The hydrosolids shall be removed from the site and disposed of or processed for beneficial reuse in a manner permitted by federal and/or state environmental regulations and protocols.
- C. The work to be performed under this contract shall include furnishing all of the necessary labor and appropriate equipment to remove hydrosolids from the bunkers and transport in sealed water-tight containers. Hydrosolids must be transported in vehicles that have a Sludge Hauler Permit consistent with Env-Wq 805 issued by the NH Department of Environmental Services (NH-DES).
- D. The Contractor shall be responsible for filing all applications, reports, permits and required documentation for approval of the utilization/disposal of the hydrosolids, and provide copies to Portsmouth.
- E. The present condition of the hydrosolids shall be adequately examined by the Contractor to their satisfaction before submitting proposal. All Contractors are required to visit the site for the mandatory meeting.
- F. Hours of Operation: All work shall be performed during daylight hours Monday – Friday between 7:00 am to 3:00 pm. The Water Treatment Facility will be notified daily prior to the removal of hydrosolids at (603) 516-8360 or in person. No work may take place from 2:00 p.m. on Fridays to 7:00 a.m. on Mondays, nor on Holidays during the work period, without prior approval from the City.
- G. The Contractor will provide a price per ton to load and transport the hydrosolids from the Water Treatment Plant to its ultimate utilization/disposal location. This price will include the cost for trucking, material testing costs, and final tipping and/or disposal fees as applicable.
- H. The Contractor will provide totals of hydrosolids removed from the facility within 30 days of each bunker cleaning. Furnish weigh scale tickets with invoice. Final reports shall be furnished to the City in both paper and electronic formats.

SECTION IV - INSURANCE REQUIREMENTS

Contractor shall be required to maintain insurance in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by Contractor.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$2,000,000
each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

TYPES OF INSURANCE FOR CONTRACTOR

Purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project as may be required by the most current laws of the State of New Hampshire.
- B) Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
 - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
 - 2) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
 - 3) Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

ADDITIONAL INSURED: The City of Portsmouth shall be named as an additional insured.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Service Contract. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

SECTION V - INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Portsmouth, and its agents, officials and employees from and against any and all claims, actions, damages and losses incurred by Portsmouth arising out of or relating to Contractor's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

PROPOSAL SHEET

PRICE PER TON: \$ _____
Price in Words

\$ _____
Price in Figures

The undersigned represents that they are authorized to bind the proposer to the pricing amount specified and hereby offers to provide to the City of Portsmouth the services as contained in the attached competitive sealed proposal specifications at the price stated in accordance with all conditions of the Request for Proposal specifications. The undersigned agrees that he/she on behalf of firm has read the proposal documents and agrees to the terms and conditions set forth herein. Proposal price shall be firm for at least 60 days.

Firm further agrees that this proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Firm agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____

SECTION VI - SUBMITTAL REQUIREMENTS

Preparation of Proposals

Proposals will be accepted until **November 12, 2014 at 2:00 p.m.** and be addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth NH 03801.

The proposer agrees that the proposal shall be open for acceptance for sixty (60) calendar days from the date of submittal to the City of Portsmouth.

The contractor certifies that proposal submitted, if accepted and a contract consummated, will be considered by the City as a **not to exceed price**. If it is determined or discovered that there are changed conditions or additional work is needed to arrive at a satisfactory conclusion, all work must cease and a change order shall be negotiated, agreed to in writing, and signed by both the City Manager and the Contractor's authorized representative, before work can begin and/or resume.

Delivery of Proposals

Proposals must be submitted in a sealed envelope, and shall be addressed to the City at the address and to the attention of the official as outlined in the proposal documents. All proposals must be submitted prior to the specified date and time. Any proposals received after the specified date and time will not be considered and will not be opened. Proposals delivered via facsimile, e-mail, or any format other than within a sealed envelope shall not be considered.

Withdrawal of Proposals

A proposer will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposal.

Proposal Ownership and Costs

Upon submission, proposals become the property of the City of Portsmouth. The cost of preparing and submitting a proposal is the sole responsibility of the proposer and shall not be chargeable in any manner to the City. The City will not reimburse any proposer for any costs associated with the preparation and submission of a proposal.

Examination of Proposed Materials

The submission of a proposal shall be deemed a representation and warranty by the proposer that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No requests for modification in the provisions of the proposal shall be considered after its submission on the grounds that the proposer was not fully informed as to any fact or condition. Statistical information, which is contained within a RFP or any addendum thereto, is for informational purposes only. The City disclaims any responsibility for this information that may subsequently be determined to be incomplete or inaccurate.

Proposal Contents:

1. Cover letter describing the contractor's experience and summarizing contractor's proposal to complete the work. Cover letter should provide contact information.
2. Attach at least three (3) references from other municipalities in New Hampshire where Contractor has provided similar services with the Proposal (contact name, address, phone/email, as well as description of project, tonnage, outlet, and dates of service).
3. Provide a summary of company experience and expertise. Proposer must have a minimum of 5 years experience in the hauling and beneficial utilization or disposal of wastewater solids/biosolids.
4. Provide documentation that indicates the outlet has and is operating in accordance with State and Federal regulations. The Proposer will also provide documentation that indicates the outlet has the capacity to treat the quantities of solids/biosolids generated at the participating wastewater treatment plants over the life of the contract.
5. Completed Price Proposal Sheet

SECTION VII - EVALUATION AND SELECTION OR PROPOSAL**Acceptance or Rejection of Proposals**

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that is determined to be in the best interest of the City. The City reserves the right to undertake such investigation as is necessary to determine the qualifications of Contractor. By submitting a proposal, Contractor agrees to hold harmless the City of Portsmouth from any and all actions relative to such investigation. Contractor may be asked to execute releases.

The award of a proposal shall not be considered official until such time that a Purchase Order, fully executed contract, or an award letter has been issued by the City of Portsmouth. No presumption of award shall be made by any proposer until such documents have been executed and are in hand. Verbal notification of award is not considered official. Any action by the proposer to assume otherwise is done so at its own risk and the City will not be held liable for any expense incurred by a proposer that has not received an official award.

Selection

Selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, skills and outlets, project understanding, approach, ability to comply with proposed or required time of completion or performance, and possession of a satisfactory record of performance as well as cost.