

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

REQUEST FOR PROPOSALS

INVITATION

Sealed Request for Proposals, **plainly marked RFP # 21-20 “Biosolids Hauling – 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 **2:00 p.m. January 29, 2020.**

The City of Portsmouth is soliciting Proposals from qualified contractors who wish to provide biosolids hauling for the City of Portsmouth.

To obtain a copy of the Request for Proposal 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, to accept any proposal and to negotiate the terms of any final contract that may be in the best interest of the City.

SECTION I - GENERAL INFORMATION

A. The City is requesting proposals from qualified firms to provide pricing for removal and transportation of wastewater treatment plant solids (hereinafter “biosolids”) from the Pierce Island Wastewater Treatment Facility located at 200 Peirce Island Rd, Portsmouth, NH. Biosolids are to be transported to the Waste Management’s Turnkey Landfill at Turnkey Way, Rochester, NH.

B. Biosolids will be collected in 40-foot semi-trailers or roll off containers provided by the hauler. Removal of biosolids shall be done at a minimum once daily, five days a week from the Pierce Island WWTF. Additional days of hauling may be necessary based on volume of biosolids generated at the facility. The City will notify the vendor 24 hours in advance if additional removal will be needed.

C. Questions regarding this submittal should be directed to the following individuals:

For technical questions:

Patrick Wiley, PhD, Wastewater Operations Manager. 680 Peverly Hill Road
Portsmouth, NH 03801. (603) 570-8063 pewiley@cityofportsmouth.com.

For operational questions and arranging site visits:

Peter Conroy, Chief Plant Operator. 200 Peirce Island Road, Portsmouth, NH 03801.
(603) 531-2012 paconroy@cityofportsmouth.com.

General questions:

Lori MacGinnis, Purchasing Coordinator. 1 Junkins Avenue, Portsmouth, NH 03801.
(603) 610-7227 lemacginnis@cityofportsmouth.com.

D. The proposer shall participate in good faith in the process, being mindful of the intent of the project work scope and not take advantage of any error or omission.

E. The work may commence any time after acceptance as scheduled with the City.

F. Upon the mutual agreement of both parties, this agreement may be renewed in one-year increments at rates negotiated at the time of renewal for a total period not to exceed three (3) years.

SECTION II - PROJECT WORK SCOPE AND REQUIREMENTS

The Pierce Island Wastewater Treatment Facility generates biosolids from blended primary and secondary sludges. In all cases, the sludge will be dewatered using screw presses and have potassium permanganate addition to minimize odors. The total solids concentration of the biosolids are expected to range between 18-25%.

Project requirements are as follows:

A. Remove biosolids from the wastewater treatment facility; furnish all of the necessary labor and appropriate equipment, including vehicles, roll off containers, and semi-trailers for biosolids collection and transport. The contractor is expected to make commercially reasonable efforts to minimize odors from hauling containers.

B. Hours of Operation: All work shall be performed during daylight hours Monday – Friday between 7:00 am to 3:30 pm. The wastewater treatment facility will be notified daily prior to the removal of biosolids at (603) 531-2012 or in person. No work may take place from 1:00 p.m. on Fridays to 7:00 a.m. on Mondays, nor on Holidays during the work period, without prior approval from the City. Periodically hauling may be requested as early as 6:00 a.m. with 24 hours prior notice to the Contractor.

C. The Contractor will provide a price per load to transport the biosolids from the Peirce Island Wastewater Treatment Facility to the Turnkey Landfill. **This price shall be held for one year contract term.**

D. **Contractor's failure to perform its work in accordance with these requirements, including timely response to requests for additional hauling, satisfactory coordination with City operational staff and safe operation will result in termination of services.**

E. The Contractor will maintain throughout the course of the engagement insurance coverage that at a minimum meets the requirements set forth in Attachment A.

SECTION III - SUBMITTAL REQUIREMENTS

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 invitation. 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.

Proposals shall include:

- 1) Cover letter introducing the firm and providing a summary of company resources, experience and expertise;
- 2) Completed Price Proposal Form (attached);
- 3) Confirmation that Contractor can meet the insurance requirements described in this RFP; and
- 4) At least three (3) references from other municipalities in New Hampshire, southern Maine and northern Massachusetts where the Contractor has provided similar services with the Proposal (contact name, address, phone/email, description of project, tonnage, outlet, and date of service).

Proposal shall be open for acceptance for sixty (60) calendar days from the date of submittal to the City of Portsmouth.

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.

SECTION IV - SELECTION

Selection shall be based: (1) Contractor's qualifications, experience and resources (2) satisfactory past performance and (3) price. Proposer must have a minimum of 5 years of experience in the hauling of biosolids.

Upon selection, Contractor will receive a service contract substantially in the form attached hereto as Attachment C and will be expected to complete negotiations on a final contract and execute within 14 business days of receipt. If the parties cannot agree on the final contract terms and scope, the City may proceed to another proposer.

SECTION V – RESERVATION OF RIGHTS

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

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

INSURANCE REQUIREMENTS

Insurance shall be 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 performed by Contractor or by anyone directly or indirectly employed by Contractor. The City of Portsmouth shall be named as an additional insured.

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
- C) Pollution Liability -- \$1,000,000

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 as required by the most current laws of the State of New Hampshire.
- B) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.
- C) Pollution Liability Coverage

PRICE PROPOSAL FORM TO BE COMPLETED

**1. PRICE PER HAUL - PEIRCE ISLAND WWTF TO WASTE MANAGEMENT
TURNKEY LANDFILL: \$ _____**

***In words* _____**

PROPOSAL CERTIFICATE

The undersigned represents that he/she is authorized to bind the proposer to the pricing above for the services described in the Request for Proposal.

Furthermore,
The undersigned certifies that this Proposal is bona fide, fair, and made without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature/Title

Company

**CONTRACT AGREEMENT
BIOSOLIDS HAULING**

THIS AGREEMENT is made as of the ____ day of ____ in the year **2020** by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor). Owner and Contractor agree as follows:

ARTICLE I - Work - The Contractor shall provide at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of those services described in the Scope of Work and Project Requirements referred to in RFP # 21-20 and incorporated herein.

ARTICLE II – PROJECT MANAGER - The Peirce Island Wastewater Treatment Facility Chief Plant Operator, or his/her authorized representative, will act as contact in connection with the scheduling and authorization of services in accordance with the contract documents. Scheduling of project work may be confirmed or memorialized by e-mail or purchase order.

ARTICLE III - CONTRACT TIME - The initial contract period will commence on _____ and end on _____.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Price Proposal Form.

ARTICLE V - PAYMENT – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

ARTICLE VI – RENEWAL PERIOD-It is the intent of this proposal to establish a contractor for biosolids hauling services for a period of one year with a yearly option to extend the contract. Both the City of Portsmouth and the Contractor must agree on any extensions beyond the first year, but not to exceed a total of three years.

ARTICLE VII - TERMINATION FOR DEFAULT - The City of Portsmouth may terminate this Contract with seven (7) days notice should the Contractor fail to perform work in accord with the Scope of Work and Project Requirements. Failure to maintain any and all licenses necessary to perform the work and/or to maintain insurance coverage is grounds for immediate termination of the Contract.

ARTICLE VIII - INDEMNIFICATION OF CITY - Contractor will indemnify City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligence or breach of its obligations or warranties under this Contract. Contractor will defend all such actions with counsel satisfactory to City at its own expense, including attorney's fees, and will satisfy any judgment rendered against City in such action.

ARTICLE IX - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE X - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those described in the attached Insurance Requirements.

ARTICLE XI - MISCELLANEOUS -

- 12.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- 12.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 12.3 This Contract shall be governed by and construed in accordance with New Hampshire Law.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

NAME OF BUSINESS

BY: _____
TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____

City Manager