



## **WATER RESOURCES**

**Request for Proposal #: 320-090821RP**

**WWTP Bio-Solids Hauling and Land Application**

**Date of Issue: August 31, 2021**

**Proposal Opening Date: September 23, 2021**

**At 02:00 PM ET**

**Contract Term: January 1, 2022 – December 31, 2027**

**Direct all inquiries concerning this RFP to:**

Ramona Plemmer

Senior Purchasing Technician

Email: [Ramona.Plemmer@rockymountnc.gov](mailto:Ramona.Plemmer@rockymountnc.gov)

Phone: 252-972-1226



**ROCKY MOUNT**  
FINANCE  
THE CENTER OF IT ALL

## **Request for Quote # 320-090821RP**

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For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

**ID Number:**

\_\_\_\_\_

Federal ID Number or Social Security Number

\_\_\_\_\_

Vendor Name

***“All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances.”***



## City of Rocky Mount Wastewater Treatment Plant

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> Ramona Plemmer Senior Purchasing Technician	<b>Request for Proposal # 320-090821RP</b>
	<b>Proposals will be publicly opened: 09/23/2021</b>
	<b>Contract Type: Service</b>

**EXECUTION**

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned Vendor certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or City department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. **Do you have a financial interest or tangible personal benefit with a city of Rocky Mount employee, officer, or agent?**  Yes  No **If yes note the employee, officer, or agent; department; and the perceived or actual conflict of interest.**

**Failure to execute/sign quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted.**

<b>VENDOR:</b>		
<b>STREET ADDRESS:</b>	<b>P.O. BOX:</b>	<b>ZIP:</b>
<b>CITY &amp; STATE &amp; ZIP:</b>	<b>TELEPHONE NUMBER:</b>	<b>TOLL FREE TEL. NO:</b>
<b>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):</b>		
<b>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</b>	<b>FAX NUMBER:</b>	
<b>VENDOR'S AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>	<b>EMAIL:</b>

Offer valid for at least 60 days from date of quote opening, unless otherwise stated here:  days.

**ACCEPTANCE OF QUOTE**

If any or all parts of this quote are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<b>FOR CITY USE ONLY:</b> Offer accept, and Contract awarded this \$ _____ day of _____, 20__ as indicated on the attached certification, by _____ Purchasing Manager.
<b>PRE-AUDIT:</b> This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.
_____ Finance Director <span style="float: right;">Date</span>

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## 1.0 PURPOSE AND BACKGROUND

The Wastewater Treatment Plant generates approximately 13,500,000 gallons of thickened secondary bio-solids per year. The bio-solids will be stored in one digester at the Wastewater Treatment Plant. Due to the nature of operation of the digesters, the volume of bio-solids generated that will need to be removed from site, each day averages 50,000 to 60,000 gallons. The city currently does not have adequate land or any equipment to land apply bio-solids and will enter a contract with a qualified and duly licensed private company to operate a land application program.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the Cities terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.4 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the City’s election.

### 2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The city will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	City	Tuesday 8/31/2021
Mandatory Site Visit ( <i>choose one</i> )	City	Thursday 9/9/2021 10:00 am or 2:00 pm
Submit Written Questions	Vendor	Tuesday 9/14/2021
Provide Response to Questions	City	Thursday 9/16/2021
Submit Proposals	Vendor	Thursday 9/23/2021 2:30 pm
Contract Award	City	TBD
Contract Effective Date	City	January 1, 2022

**Mandatory Site Visit Instructions:** Vendor representatives are required to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. **You cannot bid on this project if you do not attend the site visit. Late attendees will not be allowed to sign the sign-in sheet or participate in the site visit.** Site visit attendees will meet at **3031 Treatment Plant Road, Rocky Mount NC 27801**. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

### 2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Ramona.Plemmer@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-090821RP: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City's response, and any additional terms deemed necessary by the City will be posted in the form of an addendum the City of Rocky Mount Purchasing web-page <http://www.rockymountnc.gov/services-finance-bids/> and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

### 2.5 PROPOSAL SUBMITTAL

If applicable to this RFP, sealed proposals, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one (1) paper, one (1) photocopy.

All proposals shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. File contents **shall NOT** be password-protected but shall be in .PDF or XLS format and shall be capable of being copied to other sources.

Proposal shall be marked on the outside of the sealed envelope with the Vendor's name, RFP number and date and time of opening. If Vendor is submitting more than one proposal, each proposal shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed proposals from a single Vendor may be included in the same outer package. Do not include proposals for more than one solicitation in the same package.

<b>MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE</b>	<b>OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER</b>
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Proposal Number: 320-090821RP

Vendor:

PROPOSAL NUMBER: 320-090821RP  
Attn: Ramona Plemmer  
City of Rocky Mount  
PO BOX 1180  
Rocky Mount, NC 27802

PROPOSAL NUMBER: 320-090821RP  
Attn: Ramona Plemmer  
City of Rocky Mount  
331 S. Franklin Street  
Rocky Mount, NC 27804

All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or e-mail, in response to this RFP shall NOT be accepted.**

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the City's IPS website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the City of Rocky Mount regarding this RFP other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the City of Rocky Mount Purchasing Office election.

### **Proposal Opening:**

Proposals will be opened and read aloud at the Frederick E. Turnage Administrative Services Complex, first floor atrium, 331 South Franklin Street, Rocky Mount, North Carolina 27804 at the date and time specified on the cover sheet and RFP schedule.

## **2.6 PROPOSAL CONTENTS**

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION
- h) Sealed tanker certification
- i) Performance bond

## **2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** Request for Proposal



- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

### 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

Pursuant to North Carolina General Statutes Section 143-131, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”

While the intent of this RFP is to award Contracts to multiple Contractors for different properties, the City reserves the right to make a single award to one Contractor, to not award one or more properties or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in proposals received.

**Local Preference Policy.** *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive Non-Local Bidder's price .An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at <https://rockymountnc.gov/vendors>*

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using department , issuing department , other government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

#### 3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from

consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

### 4.1 CONTRACT TERM

The Contract shall have an initial term of **five (5) years**, beginning on January 1, 2022-December 31, 2027. The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

### 4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal. The amount bid for the initial annual term is subject to negotiation and adjustment considering CPI after the first year and agreed to by the City.

### 4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: City of Rocky Mount Attn: Accounts Payable  
PO BOX 1180  
Rocky Mount, NC 27802
- c) Payment amounts will be made on a NET 30 day pay period upon submission of an invoice and appropriate trip tickets to support such invoice.

### 4.4 MWBE GOOD FAITH EFFORTS

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. The awarded bidder will be asked to show proof of good faith efforts.

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the bid and subcontract documents available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 7 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is

ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

- 8 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 9 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

#### 4.5 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%-30%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10%-30% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

### 4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. **Must have a North Carolina Land Application Permit.**

### 4.7 REFERENCES

Vendors shall provide at least three (3) different references for which your company has provided Services of similar size and scope to that proposed herein. The city of Rocky Mount shall contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Contractor’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the quote. If city of Rocky Mount references is provided it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER
<b>Optional:</b> City of Rocky Mount			

### 4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The city will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

### 4.9 VENDOR’S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management,

supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## 5.0 SCOPE OF WORK

### 5.1 WWTP GENERAL

#### I. Bio-Solids Removal:

The Wastewater Treatment Plant generates approximately 13,500,000 gallons of thickened secondary bio-solids per year. The bio-solids will be stored in one digester at the Wastewater Treatment Plant. Due to the nature of operation of the digesters, the volume of bio-solids generated that will need to be removed from site, each day averages 50,000 to 60,000 gallons. The city currently does not have adequate land or any equipment to land apply bio-solids and will enter a contract with a qualified and duly licensed private company to operate a land application program.

#### II. Removal of Drying Bed Residual: Tar River Regional Wastewater Plant:

##### Terms:

- a) The residuals will be handled in a solid state (15% or greater)
- b) The City of Rocky Mount will be responsible for collecting samples of the material for analysis as specified in the land application permit and will provide a copy of the results to the successful bidder for loading calculations
- c) The successful bidder will be responsible for reporting the City of Rocky Mount’s analytical results and field loading activity to the U.S. Environmental Protection Agency and the N.C. Division of Water Quality

#### III. Cleaning of Digester: Tar River Regional Wastewater Treatment Plant:

- a) Annually, the city requires the cleaning of one digester to perform maintenance services. The cleaning process involves the removal of approximately 4-5 feet (420,000 gallons) of inert bio-solids. After removal of the bio-solids, high pressure washing will be used to remove any remaining product.
- b) Items identified above will be performed upon the following operational scenario:

For all “ALTERNATE” response bidders are to provide information on the alternate they will be providing on a separate sheet and return it with their bid price proposal for evaluation. The City reserves the right to make the decision on whether the alternate does or doesn’t meet City requirements.

- IV. Mobilization and Transportation Preparation: The successful contractor will mobilize enough equipment to collect the material and transport it to a designated field. The contractor will also provide the equipment necessary to land apply the residuals at agronomic rates.

- V. Equipment Set Up: The City of Rocky Mount will provide on-site staff and appropriate equipment/pumps to facilitate material removal. The City of Rocky Mount assumes all responsibility and cost associated with any damage to beds or surrounding project area unless the drying beds are damaged due to the contractor’s negligence.

- VI. Residuals Removal Alternative: The contractor will transport the residuals to a permitted, privately owned compost facility if field conditions/material is not acceptable for conventional land application.

#### VII. Sludge Hauling Summary:

Sludge Hauling Volumes/ Calendar Year for WWTP			
Volume	<u>WWTP 2018</u>	<u>WWTP 2019</u>	<u>WWTP 2020</u>

<b>Total Gallons</b>		12,259,000	14,765,000	13,520,000
<b>3-year Ave</b>		<b>13,514,666</b>		

## 5.2 DETAILED SPECIFICATIONS

- I. **Land acquisition and permitting:** The City currently owns approximately 300 acres of land permitted for bio-solids application. **The City desires each interested party to obtain or provide permits for applying “Class B” bio-solids to approximately 2500 additional acres of land.** When submitting bids, each bidder shall separate cost of obtaining permits from all other costs. The City will contract with the same company for permitting and application of Bio-solids. Bidders will be required to list sites and secure permission from site owners to apply bio-solids and secure application permits from the state within 30 days of bid award.
- II. **Labor and equipment:** The City operate and maintains the loading facilities, which will be utilized by the successful bidder. The Bio-solids will be delivered to the trucks at each loading facility in the following manner:
  - a) Wastewater Plant- Four (4) Gorman Rupp centrifugal pumps with a pumping capacity of 1750 gpm/each.

The contractor shall provide all necessary materials, labor and equipment for removal, transport, and disposal of the bio-solids.

- III. **Alterations:** Any alterations to loading facility after initial startup will be the responsibility of the contractor after approval by the City.
- IV. **Spill Control and Clean-up:** The Contractor considered to be the lowest responsive, responsible bidder shall provide a written plan for controlling soil erosion and clean-up before contract signing. The plan is required within 30 days of bid award. Clean-up of all spills whether at the plant site, in transit to, or at the disposal site shall be done immediately and is the sole responsibility of the contractor.
- V. **Bio-Solids Transportation:** Bio-solids shall be transported in sealed tankers. Each tanker used in this project must be easily identifiable and certified for volume. A copy of certification for each tanker shall be submitted to the City with the bid. These volumes will be used for calculation of volume for payment.
- VI. **Removal documentation:** The volume of bio-solids removed will be used to determine payment and will be based on a trip ticket system. With each tanker that is filled, a numbered trip ticket will be filled out to include the following information – tanker identification number, volume, date, and load destination. Each trip ticket is to be signed by the driver and an authorized representative of the city with a copy left with the city’s representative at the time of departure. Failure to provide this information shall be grounds for non-payment of that load.
- VII. **Bio-solids sampling and analysis:** It will be the responsibility of the city to collect all samples of bio-solids necessary to meet state requirements and to perform laboratory analysis.
- VIII. **Permitted Land Analysis:** The contractor shall comply fully with all analytical requirements associated with the land application permits. Any soils analysis required for permitting and application will be the sole responsibility of the contractor. The contractor shall supply both the City and the landowner with a copy of this analysis. The analysis shall be used to determine proper liming practices, etc. which should be followed prior to bio-solids application. The contractor shall be responsible for all correspondence with the landowner concerning lime additions or other nutrient additions needed to supplement growth. Any special provisions or agreements between landowner and contractor with reference to lime or nutrient additions are the sole responsibility of the contractor.
- IX. **Record Keeping:** The contractor shall be responsible for maintaining all records including any records created by the city. These records will include all analytical data, dates of application, site of application,

volume supplied, and any other information deemed necessary by the city. Copies of these records shall be submitted monthly by the 10<sup>th</sup> of the following month to the City.

- X. **Hauling Schedules:** No bio-solids shall be applied on Sunday or legal holidays observed by the city unless approved in writing in advance by the city on a per case basis. Hauling of Bio-solids will be limited to daylight hours. The contractor shall prepare a schedule for disposal sites at least one week in advance and provide the City with a copy of this schedule. The contractor should provide the landowner with a minimum one week notice that application to their land will be made. The city will consider and may approve changes in the schedule on a case-by-case basis. All bio-solids removal and hauling are to be coordinated with the appropriate Plant Superintendent to minimize interruptions in plant operations.
  
- XI. **Application Method and Rates:** The Contractor shall utilize equipment capable of either surface application or subsurface injection. He/she shall use the method preferred by the landowner, so long as it does not conflict with permit requirements. Application method shall be such as to protect the environment and minimize any public nuisance. The loading rates shall be determined according to approved agricultural standards and the Land Application Permit.
  
- XII. **Application Sites:** The contractor is responsible for making sure all bio-solids are applied to properly permitted sites. Each site for application should be flagged prior to any application of bio-solids. It is the contractor's responsibility for choosing application sites which correspond with crop cycles of individual landowners.
  
- XIII. **Performance Bond:** The Contractor shall provide a performance bond in the amount of 100% of the annual contract amount within 30 days of bid award. Because all permits are in the city's name and the city is, therefore, ultimately responsible for the disposal of bio-solids, the bond is to provide protection to the city from any liabilities which may arise from the bio-solids land application program. The bond may further be used to reimburse the city for any expense it may incur in handling and/or disposal of bio-solids due to failure of the contractor to remove bio-solids as needed for efficient plant operations.
  
- XIV. **Charges for failure to remove bio-solids:** The City plans to use its current disposal method as a back up to the land application program due to limited bio-solids storage. However, if the city incurs additional costs by having to operate its backup system due to the failure of the contractor to provide the services as required under the terms of this contract, the Contractor shall pay liquidated damages in the amount of **\$1,000.00** per day that the bio-solids removal services are not performed per contract requirements. This shall not be considered as a penalty or stipulation and it is not to be construed in any sense, as a penalty. City shall have the right to require the contractor to pay such additional costs as agreed upon for liquidation damages.
  
- XV. **Permit Ownership:** All land application permits will be issued to the city. The city will make applications for permit renewals.
  
- XVI. **Requirement Precedence:** In any occurrence where Land Application Permit requirements differ from any stated city requirements, the more stringent of the two will take precedence.
  
- XVII. **Contract Information:** The following is a list of specifics to use for cost preparation:
  - a) Permitting to begin immediately upon award of contract.
  - b) The amount bid for the initial annual term is subject to negotiation and adjustment after the first year and agreed to by the City.
  - c) Contract term is to be for a period of five (5) years subject to annual appropriation of funds starting January 1, 2022 – December 31, 2027.

- d) Plant operation shall take precedent over land application if a conflict should occur between application and operations.
- e) Payment amounts will be made on a NET 30 day pay period upon submission of an invoice and appropriate trip tickets to support such invoice.
- f) The 21,000,000 gallons of Bio-solids per year is only an estimate.
- g) The contractor shall always permit and assist the designated city personnel in the inspection of the disposal sites and methods of disposal.
- h) The City reserves the right to cancel the contract upon thirty (30) days written notice, as required per these bio-solids removal requirements. The Contractor shall have seven (7) days to correct the identified concern(s) presented to them in written form. Should the concern(s) be of a serious nature, the City shall have the right to cancel the contract immediately.

### **5.3 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

### **5.4 ACCEPTANCE OF WORK**

All the above specifications for Bio-Solids hauling and removal are subject to daily inspections by either the Director of Water Resources or the designated city representative. Failure to meet the standards set forth in these specifications will be noted and discussed with the vendors designated project manager. Failure to remedy issues shall be grounds for the cancellation of this contract. Ongoing failure to consistently meet specifications noted in this RFP shall also be grounds for the cancellation of this contract.

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

### **5.5 LIQUIDATED DAMAGES**

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

### **5.6 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to 3 months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably



apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the City a project manager. The project manager shall be the City's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

### **6.2 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the City, shall meet periodically monthly with the Parks Superintendent for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and City performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### **6.3 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.4 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

**ATTACHMENT A: PRICING**

I have reviewed the requirements for performing this contract and my total cost price to remove bio-solids the Wastewater (WWTP) per City of Rocky Mount bid requirements is as follows:

A.	Permitting costs	\$ _____
B.	Program administration and Hauling (disposal) for an estimated volume of 13,500 gallons X ____ /gallon for a cost of	\$ _____
<b>GRAND TOTAL</b>		<b>\$ _____</b>

**ALTERNATE COSTS AS NEEDED (Cleaning of drying bed)**

Cost Estimates

A.	Rates per bed	\$ _____ per bed
B.	Hauling Rates per cubic yard (land applied)	\$ _____ per cubic yard
C.	Hauling Rates per cubic yard (composted)	\$ _____ per cubic yard
D.	Mobilization per event	\$ _____ per event

Note: Please use an estimated quantity of 250 cubic yard per bed for 14 beds

**ALTERNATE COST AS NEEDED (Cleaning of digester)**

Cost Estimate

A	Mobilization per event	\$ _____ per event
B	Labor Cost/Man Hour	\$ _____ per man hour

Note: Hauling cost for the cleaning of the digester will be at the prevailing hauling rate

## **ATTACHMENT B: ACCEPTANCE OF TERMS & CONDITIONS**

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### **City of Rocky Mount Sample Contract Terms**

Review Terms and Conditions: <https://rockymountnc.gov/vendor>

Check here to indicate that you have read and agree to the City of Rocky Mount Contract Terms.

### **Additional Contract Terms – Insurance**

#### **PROPERTY INSURANCE**

- a) Unless otherwise provided the Owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.
- b) Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insured as their interests may appear.
- c) Other insurance insuring against such perils as tornado, theft, plate glass, etc., may be provided by the contractor at this option; to the extent that the Owner will not be subject to claims for any item in connection with the project unless otherwise provided.

**This Space Is Intentionally Left Blank**

**ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

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\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

## **ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION**

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### **HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business?  **Yes**  **No**
  
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  **Yes**  **No**

If so, state HUB classification: \_\_\_\_\_

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### **VENDOR REGISTRATION**

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet.

[rockymountnc.gov/vendor](http://rockymountnc.gov/vendor)