

REQUEST FOR PROPOSALS for GRAND ISLAND REGIONAL LANDFILL- ONE (1) LEACHATE EVAPORATION SYSTEM

Bid Opening

Tuesday, October 5, 2021@ 4:30 pm City of Grand Island, City Hall 100 East 1st Street Grand Island, NE 68801

SOLID WASTE DIVISION PUBLIC WORKS DEPARTMENT GRAND ISLAND, NEBRASKA

SEPTEMBER 2021

ADVERTISEMENT

REQUEST FOR PROPOSALS

GRAND ISLAND REGIONAL LANDFILL ONE (1) LEACHATE EVAPORATION SYSTEM

CITY OF GRAND ISLAND, NEBRASKA

The City of Grand Island will receive sealed proposals for One (1) Leachate Evaporation System according to the specifications, which may be downloaded from the QuestCDN website, www.QuestCDN.com for a thirty dollar (\$30) fee.

Sealed proposals will be received at the office of the City Clerk, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **4:30 p.m.** (Local Time), Tuesday, October 5, 2021 for furnishing Grand Island Regional Landfill- One (1) Leachate Evaporation System, for the City of Grand Island. Proposals, which must be based on the City's Request for Proposals, will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Proposals received after specified time will be returned unopened to sender.

Proposals will be evaluated based upon ability to meet specifications; quality of proposed products; ability to provide financial leasing services; and ability to train Division staff in maintenance and usage of proposed equipment. Proposals shall remain firm for period of ninety (90) days after proposal due date. The City of Grand Island reserves the right to refuse any or all proposals, to waive technicalities, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

Please return one (1) original and one (1) copy of submittal.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator

308-389-0140

100 East First Street, Grand Island, NE 68801

Monday through Friday; 8:00 a.m. to 5:00 p.m.

Request of Proposals

for

Grand Island Regional Landfill- One (1) Leachate Evaporation System

The Grand Island Regional Landfill is requesting proposals for one (1) Leachate Evaporation System. This system will be used for leachate management at the Grand Island Regional Landfill. Our evaluation panel, comprised of staff from the Solid Waste Division, will determine which product/dealer best meets the City's needs based on the requirements of the proposal submittal.

It is intended that proposals be concise and easy to understand, therefore all required information shall be included.

Additional company/marketing information is welcome and should be presented as attachments to the core response.

Procedures for Submitting Proposals

Proposals must be received at the City Clerk's office (see below) no later than 4:30pm (local time) on October 5, 2021 to be considered. All submittals shall be marked "Grand Island Regional Landfill- One (1) Leachate Evaporation System". Responses received after this time will be unopened and returned to the sender. No faxed or emailed responses will be accepted.

Attn: City Clerk
City of Grand Island
City Hall, 100 E 1st Street
PO Box 1968
Grand Island, NE 68802-1968

One (1) original and one (1) copy of the proposal shall be furnished on or before the deadline. Responses will be retained as property of the City of Grand Island.

Proposals shall contain a manual signature of an authorized representative of the responding vendor(s).

The City is not liable for any costs incurred by proposers prior to the issuance of a written Notice to Proceed.

Dealers responding to this RFP may be asked to be available for presentations and/or interviews.

The contents of the Proposal of the successful dealer may become part of any subsequent contractual obligation.

The City of Grand Island reserves the right to negotiate with any applicant whose proposal is within the competitive range with respect to lease purchase terms, as well as select an applicant based on the evaluation criteria which may not be the applicant with the lowest offered price, if it is determined by the City to be in its best interest to do so.

Selection Process

The evaluation committee, which is comprised of representatives from the Solid Waste Division of the Public Works Department, will evaluate all qualifying proposals. All requirements in this RFP should be satisfied to ensure that the proposal will qualify for consideration. The City desires to receive only proposals from dealers who can demonstrate the specified qualifications mentioned in this RFP.

Evaluation Criteria

The following criteria will be used by the evaluation committee to evaluate all proposals. The percentage of importance for each criterion is listed below:

•	Conformance to preferred specifications	60%
•	Price	20%
•	Warranty Offered	20%

Final Selection

After demonstrations, the evaluation committee will present their recommendation to the Public Works Director for review and consideration. The City Council will make the final decision and contract award.

Anticipated Schedule

1.	Proposal Due Date	October 5, 2021
2.	Final Recommendation	October 7, 2021
3.	City Council Meeting for Purchase Approval	October 12, 2021
4.	Issue Purchase Order and Schedule Delivery	October 13, 2021

Terms and Conditions

The City of Grand Island reserves the right to accept or reject any submittal.

The City reserves the right to award the contract to the next qualified dealer if the successful dealer does not begin contracted services within the prescribed time stated in the contract

The contracted dealer will correct and an all errors and omissions that they make, at their own expense

The selected dealer shall be required, before awarding of contract, to demonstrate to the complete satisfaction of the City that they have the necessary resources to execute the work in a satisfactory manner and within the time specified; that they have experience of the same or similar nature; that they have past history and references which will assure the owner of their qualifications for executing the work.

Contract Information

Questions about the RFP should be made via email to: Jeff Wattier
Solid Waste Superintendent
jeffw@grand-island.com

Specifications

Any evaporation system submitted for consideration should have the following characteristics:

- Floating evaporator that operates directly on the liquid surface of the leachate lagoon
- Constructed of materials that are impervious to harsh landfill leachate chemicals
- Droplet size and airspeed control to allow the reduction and elimination of pollution
- Down draft configuration to minimize lofted aerosols
- Capable of evaporating a minimum of 1,900 gallons per day

Any evaporation system submitted for consideration should be capable of, and intended to operate within the following conditions:

- 240 volt, single phase, AC power
- 3 concrete anchor points
- Leachate lagoon size at maximum height; 100 feet Wide X 200 feet Long
- Leachate lagoon maximum capacity; 890,182 gallons

Proposals

For each evaporator system submitted for consideration, vendors shall include the following:

- 1. Description of the system to verify it meets the minimum specifications, and gives an overview of how well it conforms to the preferred characteristics
- 2. At least one photograph and/or video of the evaporation system in operation
- 3. The total price for the evaporation system delivered, installed, and made operational at the Grand Island Regional Landfill
- 4. Manufacturer data to establish performance and operating parameters
- 5. Clear description of what hardware, equipment, and functions will be provided by the vendor for installation, and what hardware, equipment, and functions will be provided by the Grand Island Regional Landfill for installation
- 6. Projected timeframe for delivery and installation upon proposal acceptance
- 7. Warranty information, as well as service and support capabilities

Delivery

Delivery of the selected evaporation system shall be made within ninety (90) days of selection. Delivery shall occur during normal working hours to the Grand Island Regional Landfill located at:

19550 West Husker Highway Shelton, NE 68876

Landfill personnel should be notified 48 hours prior to machine delivery.

Payment

All applicable charges must be included and shown within the proposals. The Solid Waste Division is tax-exempt, so no tax should be included on the proposals. The Solid Waste Division is prohibited from paying any credit card transaction fees. Therefore, any bidder who requires such a fee, will instead be compensated through the traditional invoice/purchase order method. In any event, no invoice is to be submitted until a P.O. number is received (if applicable), and the machine is delivered. **The City reserves the right to reject any and all proposals.**

Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

<u>Insurance</u>

Provide a summary of the firm's (and sub-consultant's) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

Workers' Compensation and Employer's Liability

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation Statutory Limits Employer's Liability \$100,000 each accident \$100,000 each employee \$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 Combined Single Limit

3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$ 500,000 each occurrence \$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage \$1,000,000 each occurrence \$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

Fair Employment Practices

The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

LB 403

Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Fiscal Years

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

Terms and Conditions

The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all submittals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP.

This RFP does not constitute any form of offer to contract.

End of Request for Proposals