



**REQUEST FOR PROPOSALS**

for

**ENGINEERING SERVICES RELATED TO  
EMISSION RATE TESTING AT THE SOLID WASTE LANDFILL**

*Submittal Opening*

Wednesday, March 9, 2022 @ 4:00 pm  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street  
Grand Island, NE 68801

**SOLID WASTE DIVISION  
DEPARTMENT OF PUBLIC WORKS  
GRAND ISLAND, NEBRASKA**

**FEBRUARY 2022**

**ADVERTISEMENT  
REQUEST FOR PROPOSALS**

**ENGINEERING SERVICES RELATED TO EMISSION RATE TESTING  
AT THE SOLID WASTE LANDFILL**

**CITY OF GRAND ISLAND, NEBRASKA**

Proposal submittals will be received by the City Clerk's Office, 100 E 1<sup>st</sup> Street or PO Box 1968, Grand Island, NE 68802 until **4:00 p.m. (local time) on Wednesday, March 9, 2022** for **Emission Rate Testing at the Solid Waste Landfill**. Submittals received after the specified time will be retained unopened until after award. Submittals must be based on the City's Request for Proposals and will be publicly opened at the designated time in Conference Room #1 located on the 1<sup>st</sup> floor of City Hall. Submittals received after the specified time will be returned unopened to sender.

Documents for use in preparing submittals may be downloaded from the Quest CDN website, [www.QuestCDN.com](http://www.QuestCDN.com) for a thirty dollar (\$30) fee. Submittals must either be uploaded to the Quest CDN website or received in hard copy before the specified time to be considered.

Contact Jeff Wattier, Solid Waste Superintendents, at [jeffw@grand-island.com](mailto:jeffw@grand-island.com) for further information.

The criteria for proposal submittals and any addenda may be viewed on-line at [www.grand-island.com](http://www.grand-island.com) under Business - Bid Calendar.

Submittals shall include, but are not limited to:

- Preparation of a sampling plan for sample location and collection;
- Submit sampling plan to the NDEE for approval;
- On-site landfill gas sampling using a geoprobe;
- Laboratory analysis to determine the concentration of NMOC in the landfill gas;
- Revised estimate of NMOC emissions based on the site-specific concentration data utilizing the USEPA methodology;
- Preparation of a Tier II analysis report;
- Provide the City of Grand Island two (2) hard copies and one (1) electronic copy of the report.

The award winning submittal will be required to comply with the City's insurance requirements.

Submittals will be evaluated based upon firm experience on similar work, experience with the city of Grand Island Solid Waste Division, approach, proposed schedule, and proposed fees and agreement. Submittals shall remain firm for a period of ninety (90) days after due date. The City of Grand Island reserves the right to refuse any or all submittals, to waive technicalities, and to accept whichever submittal that may be in the best interest of the City, at its sole discretion.

## **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.

RaNae Edwards  
City Clerk

# **REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES RELATED TO EMISSION RATE TESTING AT THE SOLID WASTE LANDFILL CITY OF GRAND ISLAND, NEBRASKA**

## **PROPOSED WORK**

The Solid Waste Division of the Public Works Department for the City of Grand Island, Nebraska is seeking a consultant to provide engineering services to conduct USEPA Tier II Non-Methane Organic Compounds (NMOC) Emission Rate Testing at the City's Sub-Title D landfill. The Solid Waste Division is responsible for the operation of a 300 ton-per-day landfill located nine miles North of Shelton, Nebraska, Hall County.

The proposed engineering services will involve the USEPA Tier II NMOC testing of the current Sub-Title D landfill and the City's old landfill, which is adjacent to the current Sub-Title D landfill, per USEPA requirements.

More specifically, the proposed services shall include, but are not limited to:

- Preparation of a sampling plan for sample location and collection;
- Submit sampling plan to the NDEE for approval;
- On-site landfill gas sampling using a geoprobe;
- Laboratory analysis to determine the concentration of NMOC in the landfill gas;
- Revised estimate of NMOC emissions based on the site-specific concentration data utilizing the USEPA methodology;
- Preparation of a Tier II analysis report;
- Provide the City of Grand Island two (2) hard copies and one (1) electronic copy of the report.

## **EVALUATION CRITERIA**

Proposals will be evaluated with the following considerations, along with the weight percentages assigned to each element which will be used to rank and evaluate the proposals:

- Firm experience on similar work. (25%)
- Experience with the City of Grand Island Solid Waste Division. (25%)
- Approach. (20%)
- Proposed schedule. (10%)
- Proposed fees and agreement. (20%)

## **PROPOSAL SHALL INCLUDE**

(Limit 12 pages excluding staff resumes)

In order to be carefully evaluated, the proposal shall include:

- Brief firm profile.
- Brief approach to the project.
- Resume of key staff designated for the work.
- Copy of typical agreement with proposed cost.
- Brief summary of no more than five (5) similar projects the firm has completed.
- Any exception(s) to the proposal requirements.

## **PROPOSAL PROTOCOL**

Jeff Wattier of the Solid Waste Division of the Public Works Department will be the City's contact person for additional information on this proposal ( [jeffw@grand-island.com](mailto:jeffw@grand-island.com) ). Interested firms shall send three (3) copies of their proposal to the City Clerk, Grand Island City Hall, 100 East 1<sup>st</sup> Street, P.O. Box 1968, Grand Island, NE 68802-1968 OR submittals may be uploaded to the Quest CDN website, [www.QuestCDN.com](http://www.QuestCDN.com). Submittals must either be received in hard copy or uploaded to the Quest CDN website before the specified time to be considered.

Proposals must be received no later than 4:00 pm (local time) on March 9, 2022. Proposals must remain firm for ninety (90) days from the proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to select the proposal which is deemed to be in the City's best interest, at its sole discretion.

## **CONTRACT NEGOTIATIONS**

The evaluation committee will rank the proposals. It is anticipated that no interviews will be necessary. The City will then negotiate with the highest ranked proposer. If a satisfactory agreement cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate an agreement with the next highest ranked proposer.

## **ANTICIPATED SCHEDULE**

The following timetable is anticipated:

- March 9, 2022                      Proposal due
- March 14, 2022                    Begin negotiations
- April 12, 2022                    City Council approve agreement
- April 13, 2022                    Issue notice to proceed
- July 30, 2022                      Complete work and submission of final report

## **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 subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **INSURANCE COVERAGE**

The proposer shall purchase and maintain at its expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect proposer and the interest of Owner and others from claims which may arise out of or result from proposer's operations under the Contract Documents, whether such operations be by proposer or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of proposer to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

## **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**

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

### **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.

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## **PROPOSAL TERMS AND CONDITIONS**

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. 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 proposals, 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.