

September 1, 2005

REQUEST FOR QUALIFICATIONS AND PROPOSAL
RFQP/06/039
BIOSOLIDS MANAGEMENT SERVICES
PUBLIC SERVICE/WASTEWATER TREATMENT PLANT

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors.

To register for the MITN system or access bid information, including addendums, go to <http://www.govbids.com/scripts/mitn/public/home1.asp>

PURPOSE

This request for qualifications and proposal is solicited from qualified firms for the purpose of being selected to land apply biosolids from the City's Wastewater Treatment Plant and shall include the stabilization and land application.

The City reserves the right to accept any proposal, to reject any and all proposals and to make the award in the best interest of the city.

Please submit four (4) typewritten copies of your completed proposal **up to but no later than, 3:00 PM local time in effect September 29, 2005**, to the Finance Department, Purchasing Section, 8th floor City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933. All submittals must be sealed and identified on the outside of the mailing envelope with "RFQP/06/039 BIOSOLIDS MANAGEMENT SERVICES". Any result contract will be awarded to a single firm only.

Please submit two copies of the cost of services as a separate and distinct part of your overall proposal and clearly mark "RFQP/06/039 COST PROPOSAL" on the outside of the envelope enclosed with your response.

Please direct all questions concerning the content or purpose of this request to John Green, Senior Buyer, at (517) 483-4129. Technical questions should be directed to Dan LeVeque at (517) 483-4531.

Antonia M. Kraus, C.P.M.
Business Services Manager

Solicitation Number: B/06/039

Solicitation Name: BIOSOLIDS MANAGEMENT SERVICES

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet in your bid envelope or mail it back separately. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

City of Lansing Purchasing Web Page <http://www.govbids.com/scripts/MITN/public/home1.asp>

City of Lansing Purchasing Office

Other, please list: _____

II. Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing

yes _____ no _____

Is your firm owned (at least 51% ownership), operated and controlled by a member of the following minority groups? If so, please check all that apply:

African-American

Hispanic-American

Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)

Asian-Pacific

Asian-Indian (India, Pakistan and Bangladesh)

Disabled-Owned

Is your firm owned (at least 51% ownership), operated and controlled by a female: Yes _____ No _____

III. Company Information

Firm Name

Address (Street, City, State, ZIP)

Phone Number

Fax Number

Web Site Address

Contact Person

Thank you for your participation.

All proposers shall complete the Proposal and Award page(s) and submit all information requested herein in the proposal document in its entirety, **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

**REQUEST FOR QUALIFICATIONS and
PROPOSAL (RFQP)**

PROPOSAL REFERENCE No.: **RFQP/06/039**

ISSUE DATE: **SEPTEMBER 1, 2005**

PROPOSAL OPENING DATE: **SEPTEMBER 29, 2005**

PROJECT: **BIOSOLIDS MANAGEMENT SERVICES**

ISSUING OFFICE: **Public Service Department/Wastewater Treatment Plant Division**

CONTACT NAME: **DANIEL J. LEVEQUE**
PHONE: **517-483-4531**

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Should any of the required documents be missing from your packet, immediately notify the Finance Department, Purchasing Section and request that they be supplied.

DATE _____

REQUEST FOR PROPOSALS

RFQP/06/039

PROPOSAL AND AWARD Initial: _____

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Lansing. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Lansing that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document. Please initial next to Proposal and Award

STATEMENT OF NO PROPOSAL Initial _____

If you do **not** intend to submit a proposal on this commodity or service, please sign and return this page by the proposal due date. Also please initial next to Statement of No Proposal.

We, the undersigned have declined to submit a proposal for the following reason:

- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ Other (specify below).

Remarks: _____

SIGNED: _____ NAME: _____

TITLE: _____ DATE: _____

FIRM NAME (if any): _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: (____) _____ FAX: (____) _____

INSTRUCTIONS TO RESPONDENTS

TERMS AND CONDITIONS

Use Of RFQP Forms

This packet represents the RFQP document. If you choose not to submit a response, please complete and return Page 2 "Statement of No Proposal". If you choose to submit a proposal, then page 3 " Proposal and Award" must be submitted with your proposal.

Interpretations for Addenda

Questions from Respondents regarding this RFQP must be submitted to the Buyer, in writing, and must arrive in the Office of Purchasing no later than seven (7) City business days prior to the due date set of the RFQP. Answers to questions that change or substantially clarify the RFQP will be issued as an addendum and will be provided to all prospective bidders. Addenda will be on file in the Office of Purchasing at least five (5) City business days before the proposals are opened. All addenda will be mailed to each person holding Documents, but it shall be the Respondent's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Respondents shall be bound by such Addenda, whether or not received by the Respondent. The Office of Purchasing will respond to telephone inquiries or visitations by bidders or their representatives. The City of Lansing's Office of Purchasing does not commit to answering questions received during the last five (5) business days prior to the proposal due date.

RFQP's

- a) All proposals must be submitted following the RFQP Format as stated in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the INSTRUCTION TO RESPONDENTS and GENERAL INFORMATION sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFQP format by the Respondent.
- b) The City of Lansing may consider as irregular any proposal on which there is an alteration of or departure from this RFQP Format, as provided in the RFQP Documents, and at its option may reject the same.
- c) If a Contract is awarded it will be awarded by the City of Lansing to the most responsive proposal on the basis of Section 206 of the City of Lansing Code of Ordinances. The Contract will require the completion of the work pursuant to these documents.
- d) Each Respondent shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal by the Respondent shall remain effective 90 days from the time of the proposal opening.

PROPOSAL CONTENTS/ ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQP. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

All costs associated in the preparation of the proposal and its contents will be born by the respondent. The city is not responsible for any costs or fees associated with its preparation or delivery. The contents of the proposal will become the property of the City's upon submission. The contents of the proposal of the successful respondent will

become contractual obligations, if a contract ensues. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

CORRECTIONS

Erasures or other changes in the RFQP form must be explained or noted over the signature of the Respondent.

COLLUSIVE AGREEMENTS

- a) Each Respondent submitting a proposal to the City of Lansing for any portion of the work contemplated by the documents on which a Response is based shall execute, and attach an affidavit to the effect that it has not colluded with any other person, firm, or corporation in regard to any proposal submitted.
- b) Before executing any subcontract, the successful Respondent shall submit the name of any proposed subcontractor for prior approval.

ORGANIZATION AND FINANCIAL STATEMENT

Each Respondent shall, upon request, of the City of Lansing, submit an ORGANIZATION AND FINANCIAL STATEMENT. The City of Lansing shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform its obligations under the Contract, and the Respondent shall furnish the City of Lansing all such information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation of available evidence or information does not satisfy the City of Lansing that the Respondent is qualified to carry out properly the terms of the Contract, or where the Respondent refuses or fails to furnish the City of Lansing with any evidence or information requested by the City.

SIGNATURES

The Proposal and Award page and any proposal notifications, claims or statements must be signed in ink by an official of the proposing organization authorized to bind the proposer to the provisions of the RFQP.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFQP's will be returned to the Respondent un-opened. **The City of Lansing is not responsible for delivery delays and the date-stamp clock at the City of Lansing Purchasing office location shall determine the official time of receipt.**

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. The proposal guarantee of any Respondent withdrawing its RFQP in accordance with the foregoing conditions will be returned promptly.

A proposal, including all pricing, may not be withdrawn, modified or canceled by the vendor for a period of 90 days following the proposal deadline and vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

DEFAULT TO CITY

It is understood that any Respondent who is in default to the City at the time of opening the proposal shall have the proposal declared null and void.

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

- a) The Contract will be awarded to the most responsive bidder as determined pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances, provided such proposal is in the best interests of the City of Lansing to accept it.
- b) The City of Lansing reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Respondent to whom the Award is made will be notified at the earliest possible date.
- c) The City of Lansing reserves the right to consider as unqualified to perform the Contract any Respondent who does not habitually perform with its own forces twenty-five (25%) of the work involved.
- d) The Contract shall not be considered executed unless signed by the Mayor after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller. Signatures on behalf of the City other than those cited above shall not constitute contract execution by the City and the contract shall be null and void.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Respondents is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, color, religion, sex, or national origin as required by the City of Lansing's Ordinance Section 206.21 (see Equal Opportunity Provisions).

TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the term of the lease. Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Provider of services.

CITY ORDINANCE AND CHARTER REFERENCES

All City of Lansing Ordinances and Charter Sections applicable to this RFQP are available at the Lansing City Clerk's office for the Respondent's inspection and review, and the Respondent understands that it is its sole responsibility to understand and fully comply with all applicable City of Lansing Ordinance and Charter sections.

NOT TO EXCEED OR NON-APPROPRIATION

The Respondent hereby recognizes that the City is a political body corporate and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of this RFQP will have a fee structure with a specified maximum, not to be exceeded, cost. Negotiations may be undertaken with those Respondents whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work; and in accord with the City of Lansing Code of Ordinances. The contract that may be entered into will be that one which is most advantageous to the City, price and other factors considered. The City reserves the right to consider proposals of modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the City.

NEWS RELEASES

News releases pertaining to this request or the work to which it relates, will not be made without prior written approval of the issuing office.

CONTRACT EXTENSIONS

This contract will be for a period of fifteen (15) years structured as three (3) successive five (5) year terms. Each five year term shall be automatically extended at the City's discretion. Said five (5) year term shall commence from the date of the execution of this agreement and the other two (2) five (5) year terms shall run successively in the expiration of five (5) years from the date of the execution of this contract. In the event that it becomes appropriate for the City to elect not to extend pursuant to the terms of the contract, the City shall notify by Certified Mail in writing at least one hundred twenty (120) days prior to the expiration of any five (5) year term.

INCURRING COST

The City shall not be liable for any costs, including any travel, by the proposer prior to award of contract. The City does not intend to pay for any information obtained, though such may be utilized in determining the award. Total liability of the City is limited to the terms and conditions of this request and any resulting contract.

NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the City and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the parties signatory hereto.

DISCLOSURE OF PROPOSAL CONTENTS

After contract award, a summary of total price information for all submissions may be furnished upon demand to those Respondents participating in this request. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the City for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the respondent, or as a result of, or in connection with the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City's right to use information contained herein if obtained from another source."

ORAL PRESENTATION

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the Issuing Office. These presentations will provide an opportunity for the respondent to clarify its proposal to ensure mutual understanding of its contents. The Issuing Office will schedule any such presentations.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful offerer will become contractual obligations, if a contract is issued. Failure of the successful bidder to accept these obligations will result in cancellation of the award.

PROJECT CONTROL

- A. The consultant will perform the work under the direction and control of a Project Director designated by the Issuing Office.
- B. The Project Director will meet periodically with the consultant's Project Manager for the purpose of reviewing project status and providing necessary guidance to the consultant in solving problems which may arise.

CONTRACT PAYMENT SCHEDULE

Payment for a contract entered into as a result of this request will be made monthly upon receipt of the consultant's billing statement and progress reports.

CANCELLATION

CANCELLATION OF CONTRACT by the City may be for; a) default by the contractor or; b) lack of further need for the service or commodity at the location names in the contract. Default is defined as the failure of the contractor to fulfill the obligations of his/her quotation, contract, or purchase order. In case of default by the contractor, the City may cancel the contract or purchase order immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the even the City no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the city may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

INDEPENDENT PRICE DETERMINATION

- A. By submission of a proposal, the offeror certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
1. The prices in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror, or with any competitor; and
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror prior to award directly or indirectly to any other offeror, or to any competitor; and
 3. No attempt has been made or will be made by the offeror to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies either:
1. They are the person(s) in the offeror's organization responsible within the organization for the decision as to the prices being offered in the proposal, and that they have not participated and will not participate in any action contrary to "A-1, 2, and 3" above; or
 2. They are not the person(s) in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to "A, 1, 2, and 3" above, and as their agent does hereby so certify, and that they have not participated and will not participate in any action contrary to "A 1, 2 and 3" above.
- C. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered, so as to delete or modify "A 1 and 2" or "B", above. If "A 2" has been modified or deleted, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

INDEMNITY

Respondent shall be solely responsible for and shall indemnify, defend and hold harmless the City, its agents, officers and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person including but not limited to employees and officers of the City and for all other liabilities

whatsoever including related expenses and actual attorneys fees in any way sustained or alleged to have been sustained or indirectly, by reason of or in connection with:

1. The performance of the works by or any other activities of the Respondent, its employees or agents or officers including but not limited to the use of any equipment or material furnished by the Respondent; or
2. The presence of Respondent, its employees, agents or officers on the premises of the City; whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of the City, its employees, agents or officers or City's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from the sole negligence of the City, its agents, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCLA Section 691.991) if applicable. This provision shall extend beyond the terms of this Agreement

INSURANCE

The selected firm will be responsible for providing certificates of insurance to the City which prove the firm has not less than \$1,000,000 coverage for Personal Liability and Property Damage and proof of Worker's Compensation Insurance. The Personal Liability and Property Damage certificate shall name the City of Lansing as additionally insured and shall carry a twenty (20) day Notice of Cancellation. Proof of insurance, as stipulated above, shall be provided to the City within ten (10) working days of issuance by the City of an Award of Contract. When the City receives proof of insurance, if everything is in order, it will issue a "Notice to Proceed" to the consultant.

Automobile Liability insurance shall be provided and include:

1. Coverage that complies with the requirements of the Michigan No-Fault Law.
2. Coverage for Owned, Hired, and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.

The consultant shall also provide proof of professional liability insurance which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the consultant shall maintain such professional liability insurance during the life of the contract. Professional Liability Coverage shall be provided in an amount not less than \$1,000,000 per occurrence. This coverage may be written on a claims-made basis.

PERFORMANCE BOND

Each contractor shall submit with his proposal, a certificate from his insurance carrier that he is bondable for performance purposes in the State of Michigan.

Prior to the execution of the Contract(s), and prior to beginning any work, the successful Contractor shall at his own expense, obtain and submit to the City of Lansing a performance bond to insure the faithful performance of the work specified. The performance bond shall be for the full amount of the contract.

GENERAL INFORMATION

INTRODUCTION

The City of Lansing is currently inviting qualified Biosolids Management Service providers to submit proposals for the purpose of being selected to land apply biosolids generated at the City of Lansing's Wastewater Treatment Plant. The Biosolids Management program shall include stabilization and land application of biosolids in accordance with rules and regulations established by the Michigan Department of Environmental Quality and the U.S. Environmental Protection Agency, and utilizing storage facilities and necessary transfer equipment for the stabilized biosolids as currently available on the Wastewater Treatment Plant site. The plant is located at 1625 Sunset Avenue in Lansing, Michigan. The Land Application sites are varied and copies of approved application sites are available for review.

The City of Lansing Wastewater Division utilizes three (3) 75,000 gallon mix tanks to batch stabilize liquid blended sludge into biosolids at the Sludge Dewatering & Incineration (SDI) Building. Blended Sludge (Primary Settled & Waste Activated) is pumped from Storage (old Digester) Tank #5 to one of three SDI mix tanks. Liquid lime (approximate 10% solution) is introduced at the mix tank inlet header piping creating a uniform flash mix of lime and blended sludge prior to discharge into the mix tank. The blended sludge/lime batch mixture is held for the required 2 hours at pH 12 by the WWTP Operator. Each mix tank has a single four (4) blade impeller type mechanical mixer. Once stabilization is complete, the mix tank contents are transferred to a storage cell within the 8.2 Million Gallon storage tank system. The biosolids storage tanks capacities are as follows: East Storage Tank 4.585 MG and West Storage Tank 3.63 MG. Each storage tank is divided into three (3) cells designated as A, B, and C. The East Tank cells sequential order is from north to south. The West Tank cells sequential order is from east to west. Stabilized biosolids is stored in these tanks and water is decanted from them over time by the WWTP Operator. Stored biosolids are pumped to a Load Tank using a manure pump attached to a tractor located at a cell access hatch on top of the Storage Tank. The manure pump discharges through a flexible hose with quick coupled connections to load tank discharge lines. The Load Tank has two compartments with each using impeller type mixers to uniformly mix the biosolids. The total Load Tank capacity is 0.158 MG. Submersible pumps within each Load Tank compartment pump the uniform biosolids mixture to tanker trucks at the loading area adjacent to the Load Tank and Biosolids Storage Tanks.

- For billing purposes, Load Tank flow discharge to tanker trucks will be a measured volume for each load. The City will maintain the flow measuring device.
- A sample of the biosolids will be taken from the Load Tank by City personnel and Total Solids analysis performed at the Lansing WWTP lab for billing purposes. (The Biosolids Service provider may split the sample and perform their own analysis for comparison.)
- The City will be billed on a "dry ton" basis for all disposed solids.
- Other Disposal Services/Cleaning Services.
 - The Lansing Wastewater Division desires that Biosolids tanks are cleaned once every 3-5 years. The City desires the same firm that manages biosolids also perform this work under the Biosolids Management Services contract. The proposal should include the cost of this service, i.e. unit cost, time and materials, lump sum, etc. Include in the proposal the specified means as to how you would accomplish this work.
 - The Lansing Wastewater Division desires other cleaning and emergency services as part of the Biosolids Management contract. Other services examples include; digester tank cleaning, pre-air tank cleaning, aeration tank cleaning, collection system/force main service, and pump station wet well cleaning. The proposal should include the cost of this service, i.e. unit cost, time and materials, lump sum, etc.
- The existing internet-based, online training shall be augmented to include training modules for solids handling including biosolids stabilization and belt filter press operation. The proposal should include the cost of these training modules and any associated materials. This training system, not currently in place, will be similar to that provided by 360Water.

The current Biosolids Management Services contract expires on December 31, 2005. The City of Lansing desires to enter into a long term agreement with the successful firm.

STANDARD TASKS

I. General Biosolids Management Services.

- A. Administration and management to meet the requirements of the U.S. Environmental Protection Agency, the Michigan Department of Environmental Quality, and the City of Lansing National Pollutant Discharge Elimination System Permit, including;
1. Application site and facility assessment and permitting.
 2. Bulk liquid lime. Provide the lime at a negotiated price for remainder of contract period.
 3. Transport biosolids to approved application sites in accordance with all appropriate regulations.
 4. Biosolids application at approved sites at agronomic rates.
 5. Biosolids Program monitoring and compliance (application sites, transportation, etc.)
 6. All required and listed laboratory analysis.
 7. Pathogen requirements certification.
 8. Vector attraction certification.
 9. Notice and Necessary Information (NANI) certification.
 10. All reports to regulatory agencies necessary for maintaining compliance.
 11. Continuous regulatory review; provide updates and recommendations as pending changes occur.

Service vendors may schedule an appointment with plant personnel at 517-483-4531 to review and duplicate drawings of the biosolids stabilization area, storage facilities and loading area, to inspect the biosolids processing facilities, and review results of laboratory analyses of biosolids.

PROPOSALS

To be considered, service vendors must submit a complete response to this RFQP, using the format indicated in the "SCOPE OF SERVICES" section of this RFQP. Each proposal must be submitted in four (4) copies to the City of Lansing Purchasing Department, 124 West Michigan, 8th Floor, Lansing, Michigan 48933 no later than 3:00 p.m., local time in effect 9/29/2005 in a sealed envelope marked with the RFQP identification number shown on the attached cover letter.

No other distribution of proposals will be made by the service vendor. Proposals must be signed by an official authorized to bind the service vendor to its provisions. Proposals must include a statement as to the period during which the proposal remains valid. For this RFQP, the proposal must remain valid for at least ninety (90) days from the time of proposal opening.

CITY'S RESPONSIBILITIES

The City will have the following responsibilities in conjunction with a contract resulting from this RFQP.

1. Provide information as to the City's requirements for the service contract and make available all pertinent information which may be useful in the service contract work, including any previous reports or data relative to this service.

2. Designate in writing a person to act as the City's Project Director with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment and other such elements pertinent to the work.
3. Provide opportunity for inspection of the Wastewater Treatment Plant site associated with this RFQP.
4. Provide access for sample collection of blended sludge and/or biosolids.
5. Coordinate as necessary the efforts of the vendor to make provisions to enter upon public or private land as required to perform this work.
6. Examine all studies, reports, estimates, proposals and other documents prepared by the service vendor and render in writing, if necessary, decisions pertinent thereto within a reasonable time.
7. Direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the consultant of the appropriateness of such action.
8. Direct the consultant in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the consultant detailing as to cost, time (schedule), and reason for such special service or extra work.
9. The City will make available to the selected consultant:
 - a. Existing sewer, road, and site plans.
 - b. Aerial photographs and topographic information.
 - c. Necessary prints, drawings and maps of the work area.

The consultant will develop or obtain from other agencies all other material, information and data necessary to perform the work.

SCOPE OF SERVICES

Contract proposals must be submitted in the format outlined below:

BUSINESS ORGANIZATION

State the full name and address of your organization, and if applicable, any branch office or other subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. If appropriate, state whether you are licensed to operate in the State of Michigan.

PROPOSAL OF AWARD

This form should be completed and signed by the authorized person.

NON-COLLUSION AFFIDAVIT

Provide an executed statement to effect that there has not been collusion with any other person, firm, or corporation in regard to any proposal submitted.

AUTHORIZED NEGOTIATIONS

Provide a list of individuals, names and phone numbers, authorized to negotiate this contract with the City of Lansing's issuing office.

PROOF OF INSURANCE

Provide the following:

- A. Certificate of General Liability
- B. Certificate of Automobile Liability
- C. Certificate of Workers Compensation and Employers' Liability
- D. Certificate of Professional Liability

STATEMENT OF SERVICES

State in precise terms your understanding of the services presented by this RFQP.

WORK PLAN

Describe in narrative form your management, operational and technical plan for accomplishing the work.

EXPERIENCE

The Respondent shall provide the following information with the proposal for the purpose of evaluating the qualifications of the Respondent's firm in relation to performance of the work described in this RFQP.

1. Describe five (5) current biosolids management service contracts you are working on. Include service contract description, address location of the work, budget estimate, and final cost. Include contact names along with their addresses and telephone numbers for each contract.
2. List all the personnel to be assigned for carrying out the service work including all individuals that will be subcontracted and include:
 - a. Expertise and experience for carrying out each type of service.
 - b. Certification(s) for performing each activity and/or test.
 - c. Experience carrying out each activity and/or test.

STAFF DESCRIPTION

List each staff person, including the number of executive and professional personnel, by skill and qualification, which will be employed to carry out this service contract. Show where personnel will be physically located during the time they are engaged in the work. Indicate which individuals you consider key to the successful completion of the services rendered. Identify key individuals by name and title. Include resumes for all personnel assigned to this proposed work, including all individuals that will be sub-contracted as a person, firm, laboratory, or corporation to carry out the proposed work.

ADDITIONAL INFORMATION

You may also include any information and/or comments believed to be pertinent, but not specifically requested elsewhere in the document.

CRITERIA FOR SELECTION

All proposals received shall be subject to an evaluation by the City of Lansing's issuing office and assisted by other City personnel. The following factors will be considered in making the selection, taking into account that the Respondent is found responsive pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances:

COMPLETENESS OF THE PROPOSAL

All the following items must be included in the Respondent's proposal:

- A. Business Organization
- B. Proposal of Award
- C. Non-Collusion Affidavit
- D. Authorized Negotiations
- E. Proof of Insurance
- F. Statement of Services
- G. Work Plan
- H. Staff Description
- I. Additional Information

COMPLETENESS OF THE STATEMENT OF SERVICES

The Statement of Services should include all activities of the proposed services.

UNDERSTANDING THE SERVICES

A precisely written exhibition of the Statement of Services should demonstrate a full understanding of the proposed services.

COMPLETENESS OF THE WORK PLAN

A comprehensive Work Plan narrative should include the proposed services, all activities and/or tests related to each service, and the means for carrying out each activity/test. The Work Plan should also include the means for tracking costs and invoicing.

METHOD OF APPROACH

The Work Plan should include technically sound methodology through which the activities/tests will be carried out, especially in anticipation of special or unique situations, personnel safety, and techniques for delivering the products. The methodology for carrying out each activity/test should also include decision making points and a description as to how decisions are made along with impacts to responsiveness.

EXPERIENCE AND EQUIPMENT QUALIFICATIONS

Technical experience, references, quality of equipment, and quality of laboratory facilities will be evaluated in reference to work performance and ability to carry out the proposed work presented in this RFQP.

STAFF EXPERIENCE AND ACCESSIBILITY

Experience and qualifications will be measured by the reputation of the Respondent's character, integrity, and competence in managing services contracts of similar size and scope and the ability of the Respondent's staff and sub-contracted staff to work closely with City of Lansing's personnel and/or City of Lansing's contracted consultant staff, for the duration of the contract. It will also be based on the experience and qualifications of the principals and key staff assigned to the tasks.

RESPONSIVENESS

Evaluation is based on the Respondent's ability to conduct the proposed services and deliver test results and/or reports to meet the City of Lansing's needs. It will also be based on the level of effort the Respondent is willing to commit to help the City resolve issues associated with unpredicted field conditions and construction issues.

FEE AND/OR PRICE

The proposals are evaluated using the eight criteria listed above prior to reviewing the fee proposal. The City of Lansing's issuing office reserves the right to negotiate a final contract fees and scope in accordance with the City of Lansing code of Ordinances.

FEE AND/OR PRICE PROPOSAL

FEE AND/OR PRICE ANALYSIS

Fee information is requested in this section. The information will be held in confidence and will not be revealed to or discussed with competitors. This portion of the proposal must be submitted in two sealed and separate envelopes clearly marked "RFQP/06/039 FEE and/or PRICE PROPOSAL" and included with your RFQP submittal.

Fee and/or Price Proposal: Provide a complete fee and/or price schedule for each service and/or test your company provides. All fees and/or prices must be good for one year from the date of the proposal opening. Include:

1. Direct Personnel Costs.
 - a. List the names of all personnel to be involved.
 - b. Indicate their role in the work, i.e. project engineer, field technician, etc.
 - c. Show the associated time to carry out the activity/test by each individual
 - d. Provide the actual hourly rate of pay for each individual
2. Overhead Costs - Provide the overhead costs, including payroll overhead, calculated as a percentage of all direct labor costs related to staff personnel.
 - a. Profit - Indicate as a percentage.
 - b. Equipment Fee Schedule.
 - c. Lab Fee Schedule
3. Cost per dry ton of chemical for stabilization of biosolids, including delivery to the Wastewater Treatment Plant over the term of the contract. Include estimate of annual usage to stabilize the biosolids.
4. Cost per dry ton of biosolids over the term of the contract, to recover all cost of management, administration, and operation of the proposed program.

Independent Fee and/or Price Determination: Include a statement substantially as follows: "This fee and/or price analysis is submitted in full compliance with the provisions of the paragraph titled "Independent Fee and/or Price Determination" in the **Instructions, Terms & Conditions** section of the RFQP to which this proposal is a response."

This is expected to be a fifteen (15) year contractual arrangement with three (3) terms of five (5) years. At the time the services contract is considered for extension at the end of each five year period, the performance and fees will be subject to review by the City of Lansing. For each calendar year of the contract, fees may be increased by a factor, up to a value not to exceed the average positive increase in the Detroit area CPI-U index (1967 base) from the prior calendar year, if requested in writing by the contracted Respondent.