

**CITY/COUNTY UTILITIES
WINSTON-SALEM, NORTH CAROLINA**



**REQUEST FOR PROPOSALS
FOR
BIOSOLIDS PRODUCT REMOVAL AND BENEFICIAL USE**

**PROPOSALS WILL BE RECEIVED UNTIL
12:00 Noon, Friday, April 6, 2018**

**in
City/County Purchasing Department
City Hall Suite 324
101 North Main Street, Winston-Salem, NC 27101**

**Notice of
MANDATORY PRE-PROPOSAL CONFERENCE
WILL BE HELD
10:00 AM, Wednesday, March 21, 2018
in
Manson Meads Complex – Conference Room, located at 2799 Griffith Road,
Winston-Salem, North Carolina, 27103**

ADVERTISEMENT FOR PROPOSALS

Sealed proposals endorsed **Biosolids Product Removal and Beneficial Use** for the City/County Utility Commission will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, **until 12:00 Noon, Friday, April 6, 2018**. Instructions for submitting proposals and/or receiving the complete RFP document specifications may be obtained during regular office hours at the same location, or by contacting Jerry Bates via email jerryjb@cityofws.org (Email is preferred) or phone 336-747-6939. The City reserves the right to reject any or all proposals.

Jerry Bates
Purchasing Director

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

INSTRUCTIONS TO PROPOSERS

INTRODUCTION:

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response as stated within the RFP document. **All proposals shall be returned in a sealed container/envelope marked “Biosolids Product Removal and Beneficial Use”** and submitted to the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, **no later than 12:00 Noon, Friday, April 6, 2018. Late proposals will not be considered.**

Proposer Questions and Inquiries

Proposer Questions and Inquiries relative to this RFP must be submitted **in writing only by 12:00 Noon, Wednesday, March 28, 2018**, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (**Email is preferred**), Fax: (336) 727-2443. The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

RFP Response Submission

Proposals should be submitted in a **sealed container/envelope** containing **one original (please mark document as original)** proposal showing original signatures and seals, **and four (4) copies** of the complete proposal. In addition to the five (5) paper copies, the **Proposer should also include one USB flash drive** containing only the information included in the hard copy version of the proposal in a PDF format and the drive must be clearly labeled with the Company Name and RFP name. Submittals will not be accepted by fax or electronic mail.

The City will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the City or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the City. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the City will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The City reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other city employee or city of Winston-Salem elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

Section 1. INTRODUCTION AND BACKGROUND**1.1 Purpose and Background**

Through the issuance of this Request for Proposals (RFP), the City of Winston-Salem/Forsyth County Utilities (City/County Utilities or CCU) is hereby soliciting sealed Proposals from Respondents for the removal and beneficial use or distribution and marketing for beneficial use of Class A dried biosolids from CCU's Regional Biosolids Drying Facility (Facility).

CCU owns and operates two wastewater treatment plants (WWTPs), the 30 million gallons per day (mgd) Archie Elledge WWTP (Archie Elledge) and the 21-mgd Muddy Creek WWTP (Muddy Creek). CCU also owns and operates the Regional Biosolids Drying Facility located at the Archie Elledge WWTP where anaerobically-digested primary and waste activated solids from the Archie Elledge and Muddy Creek WWTPs are processed into a pelletized, Class A, Exceptional Quality (EQ) biosolids product (Biosolids Product or Product) using rotary drum drying. CCU holds a Distribution of Class A Wastewater Treatment Plant Residuals Permit (Permit No. WQ0029804) issued by the North Carolina Department of Environmental Quality (formerly the North Carolina Department of Environment and Natural Resources) for the operation of the Regional Biosolids Drying Facility and distribution of the Class A, EQ biosolids. The current permit is in effect until April 30, 2020.

CCU has developed an Operations, Maintenance and Marketing (OM&M) Plan for the Facility and Biosolids Product based on CCU Permit requirements. In developing the OM&M Plan, CCU determined that they will continue to operate and maintain the Facility to process biosolids and produce the Product while having a private Beneficial Use Entity remove the Product from the Facility and distribute and market the Product for beneficial use.

It is CCU's intent through this RFP to select and enter into an Agreement with the Successful Proposer to be the Beneficial Use Entity. CCU has structured this RFP to allow Proposers to offer a distribution and marketing plan that aligns with both CCU's objectives and requirements and the Proposer's capabilities and operations. In Section 2 of this RFP, CCU has provided information about their Product and the Facility, key objectives for the distribution and marketing program, and operational requirements the Beneficial Use Entity will be expected to meet. Proposers should use this information to inform and prepare their Proposals as outlined in Section 3 of this RFP. CCU will select the Successful Proposer who, in CCU's determination, has the experience, capabilities and proposed distribution and marketing plan which best meet CCU's objectives and requirements. It is CCU's intent to negotiate a final scope of work and pricing with the Successful Proposer that will be incorporated into the final Agreement.

CCU intends to enter into an Agreement having an initial term that extends through the April 30, 2020 effective date of the current CCU Permit with one or more optional extensions aligned with effective dates of subsequent CCU Permits¹.

CCU believes that the stated objectives of the OM&M Plan and the distribution and marketing program addressed in the RFP will best be met through a close working relationship between CCU staff and the Successful Proposer. CCU is therefore committed to developing a partnership with the Successful Proposer.

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

¹ Biosolids distribution permits issued to CCU by the North Carolina Department of Environmental Quality typically have a 5-year term. CCU expects but makes no guarantee that future permits will continue to have 5-year terms.

1.2 Definitions

The following terms when used in this RFP shall have the following meaning:

- ◆ “Agreement” means the contract executed by the City of Winston-Salem/Forsyth County Utilities and the Beneficial Reuse Entity.
- ◆ “Beneficial Use” means the application of biosolids to the land as a fertilizer, soil conditioner or soil amendment; as an ingredient in fertilizer, manufactured soils, compost, or other manufactured product; or as a solid fuel or feedstock for gaseous fuel production. Beneficial use does not include disposal of biosolids in a landfill or dedicated sewage sludge disposal unit.
- ◆ “Beneficial Use Entity” means the Proposer with which the City of Winston-Salem/Forsyth County Utilities enters into an Agreement to remove and distribute and market for beneficial use the Biosolids Product.
- ◆ “Biosolids Product or Product” – The Class A (as defined in 40 CFR, Part 503), Exceptional Quality biosolids produced by the Regional Biosolids Drying Facility.
- ◆ “CCU Permit” means the Distribution of Class A Wastewater Treatment Plant Residuals Permit (Permit No. WQ0029804) for the Regional Biosolids Drying Facility
- ◆ “Facility” means the Regional Biosolids Drying Facility.
- ◆ “Project” means the hauling, disposal, beneficial reuse, and all work required to meet the terms of the Agreement.
- ◆ “Proposer” is an entity who has submitted an RFP for this Project.
- ◆ “Successful Proposer” means the highest ranked Proposer determined by the Selection Panel.
- ◆ “CCU” means the City of Winston-Salem/Forsyth County Utilities.

1.3 Reference Documents

CCU thinks all pertinent information relative to this solicitation has been included in this RFP. Additionally, Proposers may examine the Regional Biosolids Drying Facility design documents at the Archie Elledge WWTP upon request. Proposers shall make such requests using the Communications Protocol described in Section 4.5.

1.4 Public Records Disclosure

All Proposals received in response to this RFP shall become the property of the City of Winston-Salem/Forsyth County Utilities, subject to all public domain requirements, inclusive of public access as provided by North Carolina law, and shall not be returned. If any information contained in a Proposal is considered confidential, proprietary, or a trade secret by the Proposer, such information must be identified accordingly on each and every page of the submittal where it is present. CCU will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

Proposers shall recognize and agree that CCU is not responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

Section 2. SPECIFIC INFORMATION**2.1 Facility Location**

The Regional Biosolids Drying Facility is located at the Archie Elledge WWTP, 2801 Griffith Road, Winston-Salem, NC, 27103.

2.2 Biosolids Product Information

The Biosolids Product consists of anaerobically digested primary and waste activated solids that are heat dried in a rotary drum dryer to produce a spherical pellet. The Product complies with Class A pathogen reduction, vector attraction reduction, and EQ pollutant concentration requirements for distribution and land application specified in the CCU Permit (Sections II.4, .5 and .6). Quantities and typical characteristics of the Product to be handled by the Beneficial Use Entity are provided as follows for informational purposes:

- ◆ Biosolids Pellet: Class A residual
- ◆ Biosolids Pellet Size Range: 2-4 mm range
- ◆ Percent Total Solids: 75% to 100%
Historical average of 92%
- ◆ Biosolids Bulk Density: 42 to 51 lbs/cubic foot
Historical average of 48 lbs/cubic foot
- ◆ Nutrient (N:P:K) Content (dry weight): 0.6-2.6% Total Nitrogen
1.7-2.2% Total Phosphorous
0.2-1% Potassium
- ◆ Metals and Salts (2017 average monthly concentration, mg/kg dry weight basis):

Arsenic	5.0
Cadmium	2.2
Copper	256
Lead	36
Mercury	0.5
Molybdenum	10.4
Nickel	22
Selenium	5.9
Zinc	1,375
Aluminum	8912
Calcium	17,842
Magnesium	3,473
Potassium	1,685
Sodium	688
Sodium Adsorption Ratio	0.1
- ◆ Toxicity and Hazardous Testing Results (2017 test results):

TCLP:	non-hazardous
Reactivity – Sulfide	non-detect
Reactivity – Cyanide	non-detect
Corrosivity (pH):	pH
Ignitability:	> 140 °F
- ◆ Biosolids Product Production:
- ◆ Average Annual Production 5,700 dry tons/year

CCU samples and analyzes the Biosolids Product on a monthly basis for nutrients, metals and salts. Toxicity and hazardous testing is performed annually.

2.3 Storage and Truck Loading Facilities

Primary on-site Product storage is provided by two storage silos. Storage volume and capacity in the silos is summarized as follows:

- ◆ Pellet Storage Silo Volume: 8,000 Cubic Feet

The loading facility is a semi-automated facility designed to convey the Product from the on-site storage silo to an open-bed vehicle.

There is also a 104-foot by 124-foot paved and covered area with truck access at the Facility which may be used for supplemental Product storage when the storage silos are full. There is no direct conveyance of dried Product to the supplemental storage area; Product must first be loaded into trucks at the storage silos and hauled to the supplemental storage area. As currently configured, any Product delivered to the supplemental storage area must be handled and loaded into hauling vehicles by front-end loader or similar equipment. CCU is amenable to making the supplemental storage area available to Proposers' use for staging and Product storage and loading operations.

There is a truck weigh scale at the Facility, located in the truck loading bay beneath the silos, that shall be used for weighing and recording all Product removed from the Facility by the Beneficial Use Entity.

Proposers are encouraged to examine the Product storage silos, truck loading facility, and supplemental storage area during the Pre-Proposal Conference and site tour described in Section 4 of this RFP. Proposers should confirm that their proposed hauling vehicles are compatible with the size of the truck loading area and clearance beneath the storage silos.

2.4 City/County Utilities Objectives

CCU has the following key objectives, in order of importance, related to distribution and marketing of their Biosolids Product.

- ◆ Compliance with CCU's Distribution of Class A Wastewater Treatment Plant Residuals Permit.
 - Proposers are strongly encouraged to familiarize themselves with the CCU Permit (**Attachment A**) and, in particular, those sections specifically referenced in Section 2.5 Operational Requirements of this RFP.
- ◆ Reliable and dependable Product distribution, with consistent removal of the Product from the Facility without seasonal or weather-related limitations.
- ◆ 100% beneficial use of the Product.
- ◆ Cost and/or revenue potential.
 - CCU produces a high-quality Biosolids Product that has historically been purchased and sold in the beneficial use marketplace. Proposers are encouraged to consider pricing structures that have the potential to provide Product revenue to CCU.

2.5 Operational Responsibilities and Requirements

CCU will be responsible for the following:

- ◆ Producing and verifying a Class A, EQ Product with typical characteristics described in Section 2.2.
 - CCU will only release Product to the Beneficial Use Entity after CCU verifies that Class A pathogen and vector attraction reduction have been met.

- ◆ Managing removal and disposition of dewatered cake or “non-spec” dried biosolids from the Facility, except when providing such additional services are negotiated and incorporated into the Agreement with the Beneficial Use Entity.
- ◆ Providing access to the Facility to the Beneficial Use Entity.
- ◆ Initiate and supervise Product loading at the storage silos and weighing and recording the weight of each load of Product removed from the Facility. Weighing and loading operations shall be conducted during normal operating hours of 7 AM to 5 PM.
- ◆ Compliance with CCU Permit conditions and reporting related to operations and maintenance of the Facility and distribution of Product to the Beneficial Use Entity.
- ◆ Sampling and analysis and providing reports of same to the Beneficial Use Entity for the constituent and parameters listed in Section 2.2.
- ◆ Initiating and conducting with the Beneficial Use Entity an annual review of both CCU’s and the Beneficial Use Entity’s performance.

CCU expects the Beneficial Use Entity to be responsible for and meet the following requirements:

- ◆ Providing all equipment, materials and labor required for hauling, packaging, branding, marketing, sales, and distribution of the Product.
- ◆ Removing the Product on a routine and consistent basis.
 - CCU reserves the right to divert Product to the supplemental storage area should silos become more than 75% full or the temperature in the silos exceeds 130 °F. In such cases, CCU will notify and the Beneficial Use Entity shall provide the necessary equipment and labor to handle and load for removal all Product diverted to the supplemental storage area.
 - CCU reserves the right to utilize up to 10% of the annual average production.
- ◆ If proposed and agreed upon by CCU, be responsible for all equipment, materials, and labor related to Beneficial Use Entity’s routine use of the supplemental storage area for Product handling and/or storage.
- ◆ Ensuring the distribution of the Product complies with all applicable laws and regulations.
- ◆ Identifying, applying for, and obtaining any federal, state, and local permits for biosolids distribution the Beneficial Use Entity is required to hold.
- ◆ If packaging the product in bags or other containers for retail distribution and sale, working with CCU to develop package design and labeling acceptable to both parties.
- ◆ Working with CCU to ensure compliance with conditions in the CCU Permit that apply to the Beneficial Use Entity’s distribution and marketing operations, which include but may not be limited to the following:
 - A Utilization Agreement is required between CCU and the Beneficial Use Entity (Condition III.9) that must include certain stipulations related to distribution and use of the Product (Condition III.10). CCU intends that the final Agreement between CCU and the Beneficial Use Entity will serve as the Utilization Agreement.
 - Bulk land application of the Product performed by the Beneficial Use Entity must be performed in accordance with applicable conditions in Sections II, III and V.2 of the CCU Permit.
- ◆ Developing and maintaining a safety manual/safety program that complies with Occupational Safety and Health Act standards and all federal, state, and local safety requirements for work performed under the Agreement.
- ◆ Developing, maintaining and implementing a spill response plan covering spills and other unintentional releases of the Product.
- ◆ Providing to CCU on a monthly basis a written summary of the Product tonnage distributed, by intended beneficial use outlet.

- ◆ Report to CCU as soon as possible and within 24 hours any and all product spills, traffic violations and accidents involving Product hauling vehicles, inspections or citations issued by regulatory authorities, odor or other complaints related to Product distribution, and OSHA and other safety violations.
- ◆ Participating with CCU in an annual performance review.

2.6 Product Registration

The Product is currently categorized as a soil amendment. Any Biosolids Product marketed as a Fertilizer will need to be registered with the North Carolina Department of Agriculture and Consumer Services (NC-DACS) or appropriate state agency prior to distribution of the Product to the public. The Beneficial Use Entity will be responsible for preparing the application for and obtaining registration of the Biosolids Product with the NC-DACS.

In addition to registration with the NC-DACS, the Beneficial Use Entity shall have sole responsibility to obtain appropriate state and local permits, registrations and certifications in each state for which the Product will be used.

CCU will support the Beneficial Use Entity in these efforts. CCU will provide information needed by the Beneficial Use Entity regarding the Product.

2.7 Draft Agreement

The Draft Agreement contained in this RFP sets forth the detailed risks, responsibilities, and obligations of the selected firm in providing the services. Note that the final Scope of Work and Pricing will be negotiated with the Successful Proposer and included with the final Agreement. Proposers are advised that CCU reserves the right to modify the Draft Agreement prior to the RFP response deadline. If such modifications are made, they will be made by addenda. The addenda, if any, are binding on all Proposers, and all Proposals shall be based on the final Draft Agreement. Proposers are further advised that the terms and conditions of the final executed Agreement are complete and supersede any information derived from any part of this RFP from CCU, its agents, employees, advisors, or consultants.

2.8 Term of Agreement

CCU intends to enter into an Agreement having an initial term extending through the April 30, 2020 effective date of the current CCU Permit with one or more optional five-year, or other period that aligns with the effective dates of subsequent CCU Permits, extensions. Proposers should indicate in their Proposals any preferred limit on the number of optional five-year extensions the Proposer will consider.

2.9 Additional Services

Once a Successful Proposer is identified, CCU may negotiate unit prices for certain additional services, including:

- ◆ Hauling and disposition of all pellets not in compliance with a Class A Product as described herein.
- ◆ Hauling and disposition of Class B dewatered cake material produced at the Archie Elledge WWTP.
- ◆ Landfill disposal of Product, dried pellets, or dewatered cake produced at the Archie Elledge WWTP at the Hanes Mill Road Landfill.

No request for information is being made at this time regarding these additional services.

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

Section 3. PROPOSAL REQUIREMENTS

3.1 General Instructions

Proposers shall submit a fully developed Proposal in accordance with the instructions provided in this section of the RFP. Failure of the Proposer to provide all of the requested information and to provide it in the requested format may result in CCU, at its sole discretion, determining that the Proposal is non-responsive to the requirements of the RFP.

3.2 Proposal Format

The Proposer shall provide information in accordance with the requirements set forth in this section. Proposal information shall be provided in the following discrete sections:

- ◆ Section 1.0 – Transmittal Letter
- ◆ Section 2.0 – Distribution and Marketing Plan
- ◆ Section 3.0 – Experience/Project Team Members
- ◆ Section 4.0 – Financial Profile
- ◆ Section 5.0 – Draft Agreement Modifications
- ◆ Section 6.0 – Revenue/Pricing

Narrative pages shall be 8.5 by 11 inches using minimum font size of 11, and shall be bound into the Proposal document. A clear and concise presentation of information is encouraged, incorporating graphics as necessary. Sales brochures are not desired unless directly related to the Proposal and referenced in the text. The maximum page limit for the Proposal shall be 24 single-sided pages or 12 double-sided pages (excluding Financial Profile information).

3.3 Proposal Content and Information

The Proposer shall provide the appropriate information in accordance with the content requirements set forth in this RFP.

3.3.1 Transmittal Letter (maximum of 2 pages)

Proposers shall include a transmittal letter acknowledging, among other things, that the Proposer has completely reviewed, understands, and agrees to be bound by the requirements of this RFP including all addenda. The transmittal letter shall also clearly note receipt of all addenda (by addenda numbers) and shall list the principal contact person for the Proposer, their phone number, email address, and street address.

The transmittal letter shall be executed by a representative of the Proposer who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal. If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners. If the Proposer is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. Anyone signing the Proposal as an agent shall file with it legal evidence of his or her authority to execute such Proposal.

3.3.2 Distribution and Marketing Plan (maximum of 12 pages)

The Proposer shall clearly describe its proposed approach for distribution and marketing of the Product. Proposer shall describe, in separate subsections, its proposed scope of work, beneficial use markets, and any proposed modifications to the Product or Facility operations to enhance the marketability of the Product.

The subsections should include, at a minimum, the following information:

- ◆ Scope of Work – describe all work Proposer will perform to meet objectives and requirements discussed in Section 2. Include specific information on:
 - Product removal and hauling schedule or other description of work to meet the objective of consistent and reliable product removal.
 - Any proposed use of the supplemental storage area at the Facility, if applicable.
 - Type and ownership of vehicles to be used to transport the Product.
 - All required permits the Proposer currently holds or will obtain related to distribution, marketing, and/or beneficial use of the Product.

-
- ◆ Beneficial Use Markets – describe the beneficial use outlets to which the Proposer plans to distribute and market the project. Proposers are encouraged to provide sufficient information to demonstrate that targeted beneficial uses will be reliable outlets for the Product, which may include but not be limited to the following:
 - Description of the beneficial use.
 - Whether or not the Proposer is currently distributing or using biosolids products similar to the Product for the particular beneficial use.
 - Estimated annual demand for biosolids products similar to the Product.
 - Estimated portion of CCU Product the Proposer intends to market and distribute to the particular beneficial use.
 - Typical range, in \$/ton sales, price for dried biosolids products similar to the Product.
 - Product packaging, if any, proposed or required.
 - ◆ Proposed Enhancements – Describe in this section any potential or recommended modifications to the Product or Facility operations that would enhance the marketability of the Product or streamline Proposers’ operations. For example:
 - Changes in product size.
 - Enhancements to manage dust and/or odor.
 - Adjustments to Product nutrient content.
 - Large tote or other packaging at the Facility.

Proposers are encouraged to outline for CCU why they are the most reliable firm to ensure 100% beneficial use of the Product and continuous removal of the material off-site.

3.3.3 Experience/Project Team Members (maximum of 6 pages)

The Proposer shall provide relevant experience and similar projects that it has undertaken within the past five years. Project information provided shall include the following:

- ◆ Description of Proposer’s specific involvement in the project.
- ◆ Product distribution requirements (including total product volumes managed).
- ◆ Geographic location.
- ◆ Project description.
- ◆ Dates of service.
- ◆ Client reference information: Name, address, telephone number.

Additionally, the Proposer shall list all personnel it proposes to involve with this Project along with their proposed role in the referenced project and the pertinent qualifications of these personnel, including their office location.

3.3.4 Financial Profile (not included in page limit)

The Proposer shall provide information that will illustrate its financial qualifications to successfully execute the Draft Agreement over the contract term. Examples of financial information that may be submitted by Proposer include:

- ◆ Financial statements – audited annual reports (for the past three years).
- ◆ Direct, indirect, fixed, or contingent obligations.
- ◆ Credit ratings.
- ◆ Litigation history and status.
- ◆ Insurance coverages.

3.3.5 Draft Agreement Modifications (maximum of 2 pages)

Proposers shall include a section in their Proposal stating that they have reviewed the Draft Agreement and this RFP. In addition, Proposers shall acknowledge acceptance or clearly note any exceptions or requests for modifications to be considered by CCU.

3.3.6 Pricing (maximum of 2 pages)

Proposer shall propose one or more pricing options for implementing its proposed distribution and marketing plan. Proposer may provide pricing for one or more of the following pricing options, or propose an alternate pricing option at its discretion:

- ◆ Option 1 – Fixed Price, \$/wet ton, paid to CCU.
- ◆ Option 2a – Zero Fee with Revenue Sharing, as % of CCU Share of Revenue from Product Sales.
- ◆ Option 2b – Zero Fee without Revenue Sharing.
- ◆ Option 3a – Fixed Fee with Revenue Sharing, as \$/wet ton fee, paid by CCU and % of CCU Share of Revenue from Product Sales.
- ◆ Option 3b – Fixed Fee without Revenue Sharing, as \$/wet ton fee, paid by CCU.

3.4 Mandatory Pre-Proposal Conference

CCU will conduct a **mandatory** Pre-proposal Conference and Facility site visit with the Proposers prior to the proposal submittal deadline. The purpose of the Pre-proposal Conference will be to provide CCU and Proposers with an opportunity to review the RFP so that CCU objectives and requirements can be clarified. Questions and requests for clarifications shall be submitted as specified in Section 4.5 of this RFP. CCU will prepare addenda, if necessary, to respond to any Proposer questions or comments received through the Pre-proposal Conference.

The Facility site visit will provide an opportunity for Proposers to familiarize themselves with the Facility, in particular the product storage and truck loading and weighing facilities. Proposers wishing to schedule additional visits to the Facility subsequent to the Pre-proposal Conference and Facility site visit shall schedule with the procurement manager.

Each Proposer will be provided a one-quart Product sample during the Pre-proposal Conference.

The Pre-proposal Conference and Facility site visit is scheduled as follows:

Time and Date: 10:00 AM, Wednesday, March 21, 2018
Location: **Manson Meads Complex – Conference Room**
2799 Griffith Road
Winston-Salem, NC 27103

CCU will provide a Facility site tour following the Pre-proposal Conference.

3.5 Proposal Evaluation, Ranking, and Proposer Recommendation

The submitted proposals will be considered as described below.

3.5.1 Proposal Evaluation

CCU will form an evaluation panel, consisting of CCU operations, maintenance, and management staff. Each proposal will initially be evaluated to assess responsiveness and to identify any aspect of the proposal that requires clarification. If and as needed, CCU will request clarifications of any and all portions of a proposal with each Proposer. During this period, CCU will also clarify individually with each proposer its willingness or lack of willingness to accept any of the Draft Agreement changes proposed by the Proposer.

A full proposal evaluation will be conducted by reviewing the following aspects (listed alphabetically) of each proposal:

- ◆ Financial Qualifications.
- ◆ Firm Experience and Team Members.
- ◆ Marketing and Distribution Plan (reliability of product demand and beneficial use for proposed markets).
- ◆ Price value to CCU; including beneficial reuse of biosolids, reliability of marketing and distribution plan, and the economic impact for CCU

- ◆ Proposal Responsiveness.
- ◆ Scope of Work (reliable product removal and meeting operational requirements).

If determined beneficial by the evaluation panel, interviews may be scheduled with one or more of the Proposers.

This RFP establishes the desired requirements and specifications, and intends to provide the prospective service provider with sufficient information to understand the scope of this request. Bidders are expected to submit a formal proposal that will include service provider’s qualifications, pricing, service descriptions, and performance commitments that meet the minimum requirements of this RFP.

All proposals received prior to the established due date/time will be evaluated and considered based on the completeness of the responses to the defined specifications. The City of Winston-Salem reserves the right to award this contract to the vendor deemed best suited to achieve the goals and desires outlined in this proposal.

Evaluation Criteria

Respondents will be evaluated for selection on the basis of the Proposer most qualified to meet the requirements of this RFP. Major criteria to be considered in evaluation may include, but shall not necessarily be limited to:

- A. **M/WBE Commitment** – Proposer’s efforts to comply with all the terms and conditions of the City of Winston-Salem’s Minority and Women Business Enterprise (M/WBE) Program through award of subcontracts to minority and women-owned business enterprises and utilization of minority and women owned business enterprise suppliers to the fullest extent consistent with the efficient performance of this contract.
- B. **Local Business (Distance from County)** - Proposer’s business location/distance from Forsyth County.
- C. **Price value** – Price value to CCU; including beneficial reuse of biosolids, reliability of marketing and distribution plan, and the economic impact for CCU
- D. **Quality of Proposal** - Meets RFP requirements, readability and flow of proposal, overall marketing vision and creativity that furthers overall fair objectives. The respondent’s responsiveness and compliance with the RFP requirements and conditions. The respondent’s demonstrated ability to provide the services requested by CCU through this RFP. The ability, capacity and skill to fully and satisfactorily provide the services required in this RFP.
- E. **Firm Experience/Team Members** - The background, education, and experience of the respondent in providing similar services elsewhere, including depth of RFP questionnaire responses, industry knowledge, technical experience, available resources, and years in business, Reference list of clients etc.

The following “Weighted Scale” will be used to evaluate each proposal

Evaluation Criteria	Weight
MWBE Commitment	20.00
Distance from Forsyth County	20.00
Price Value	20.00
Quality of Proposal	20.00
Firm Experience/Team Members	20.00

3.5.2 Proposal Ranking

Based on the proposal evaluation and CCU’s objectives and requirements, the evaluation panel will rank the proposals.

3.5.3 Proposer Recommendation

The evaluation panel will recognize the highest ranked Proposer as the Successful Proposer.

3.6 Draft Agreement Negotiations

The Successful Proposer will enter into negotiations with CCU to develop the final Agreement. CCU will select individuals for a Negotiating Team to represent it during these negotiations. The CCU Negotiating Team will schedule a meeting with the Successful Proposer to begin negotiations. The Negotiating Team will negotiate in good faith to reach an acceptable Agreement with the Successful Proposer. Several negotiation meetings may be required.

Should the Negotiating Team determine that a successful negotiation cannot be reached with the Successful Proposer, then the Negotiating Team will eliminate the Successful Proposer from further consideration and begin negotiations with the second highest ranked Proposer (at which time, the second highest ranked Proposer becomes the Successful Proposer). If a similar impasse in negotiations is reached with the Successful Proposer, the next highest ranked Proposer will become the Successful Proposer.

Once negotiations have been completed, the evaluation panel will submit a written report to the City/County Utilities Commission (the Commission) with a request to finalize the Agreement with the Successful Proposer. Upon Commission approval, the final Agreement will be executed by both parties.

3.7 Communications Protocol

CCU is committed to a fair and open process for Proposers to receive information about the project and the procurement process that CCU is utilizing for selection of a Beneficial Reuse Entity and award of an Agreement.

Proposer Questions and Inquiries relative to this RFP must be submitted in writing only by **12:00 Noon, Wednesday, March 28, 2018**, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (Email is preferred), Fax: (336) 727-2443.

With the exception of submission of questions to the procurement manager, any contact with CCU, Commission members, and other key Project stakeholders by a Proposer concerning any matter relating to this procurement is prohibited and is grounds for disqualification of the Proposer.

3.8 Rights of City/County Utilities

The issuance of this RFP constitutes only an invitation to the Successful Proposer to contract with CCU for the Project. The rights reserved by CCU, which shall be exercised in its sole and absolute discretion, include without limitation the rights to:

1. Require additional information from one or more Proposers to supplement or clarify the proposals submitted.
2. Conduct investigations with respect to the technical and financial qualifications and experience of each Proposer.
3. Visit and examine any of the projects referenced in the proposals.
4. Waive any defect or technicality in any proposal received.
5. Reject any proposal found to be irregular, incomplete, conditional, or not in compliance with or not responsive to the requirements and instructions contained herein.
6. Supplement, amend, or otherwise modify this RFP, prior to the date of submission of the proposals.
7. Receive written questions concerning this RFP from Proposers, and to provide such questions, and responses, to all Proposers.
8. Cancel this RFP in whole or in part with or without substitution of another RFP if determined to be in the best interest of, and at the sole discretion of, CCU.

Take any action affecting the RFP process or the Project subject to this RFP that would be in the best interests, and at the sole discretion, of CCU.

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.