

PROPOSAL FOR FURNISHING
Vacuum Truck Services
(Pumping and Hauling Disposal by the City)
FOR
PUBLIC WORKS DEPARTMENT

The City of D'Iberville will accept sealed proposals from qualified companies for pumping and hauling of sewage within the City sewer system, including the "certificated area" located just outside the City limits. Additional services will include clearing and cleaning of storm drains and associated piping. Proposals will be rated based on Qualifications, Experience, Capacity, Ability and Price.

The services required are described below:

- Furnish labor, equipment and vehicles as necessary in order to remove, haul and transport sewage from lift / pump stations to designated (by the City) locations (within the City) for disposal. Contractor shall employ the latest equipment which at a minimum achieves 19 inches / "Hg" vacuum, has a 2,500 gallons capacity and pressure washing equipment.

Contractor shall be licensed in the State of Mississippi and furnish copies of license, bond and insurance which may include coverage for environmental incidents.

Contractor (and vehicles) shall be licensed with the Harrison County Utility Authority.

Contractor shall be liable and responsible for all damages causes to both the public and private property while performing work for the City. Contractor shall report such damages and any other problems to the Public Works Director, immediately.

Contractor shall maintain general liability insurance in the amount of \$1,000,000; which shall remain in effect throughout the term of the Contract, and any extension, thereof. Such insurance shall cover all operations under the Contract, whether such operations are by the Contractor, a subcontractor or by anyone directly or indirectly employed for whose acts may be legally liable. Contractor shall maintain insurance and be liable for injuries to persons including employees of the Contractor. Contractor will indemnify the City for any legal and / or administrative expenses incurred during the term of this contract.

Contractor shall post a bond in the amount as approved by the City Council.

Contractor shall not "commingle" any waste at any time. Contractor shall arrive to the jobsite with a "clean & empty" truck, which will be verified by a City employee.

Contractor shall not “commingle” any waste at any time. Contractor shall arrive to job site with an “empty and clean” truck; which will be verified by City employee.

Contractor shall be licensed in the State of Mississippi and will be required to furnish copies of license, Bond, insurance, and USDOT registration (if required), prior to the award of a Contract.

Proposal shall consist of the price per hour, per load/ per gallon, per “stand by” hour, and minimum call charge. Contract will be awarded to the qualified bidder(s) whose proposal is determined to be most advantageous to the City.

The City reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process.

The proposals shall be submitted in sealed envelopes marked in the lower left hand corner “**Vacuum Truck Services (Pumping and Hauling) for Public Works Dept.**” to be opened Friday, August 20, 2010, at 4:00 P.M. at 10383 Automall Parkway, D’Iberville, MS 39540.

Hold harmless: contractor agrees that it will, and hereby does, indemnify, defend and hold harmless city of D’Iberville from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. City of D’Iberville will notify the contractor in writing of any claim to be indemnified hereunder, of which city has knowledge, and contractor in turn will promptly notify city of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) months.

If adverse conditions exists industry wide, modifications to disqualifications may be made as circumstances warrant.

The city reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months, commencing September 1, 2011, with all prices remaining constant.

Address bid o:

Elizabeth Giraud
City of D’Iberville
P.O. Box 6519
D’Iberville, MS 39540