

CITY OF WHITEWATER REQUEST FOR PROPOSALS



Title: 2023-2026 Biosolids Hauling Contract

Department: Wastewater

Due Date: 3:00 p.m. October 5, 2022

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I. NOTICE TO PROPOSERS

A. Summary

The City of Whitewater Wastewater Utility is soliciting proposals from qualified vendors for a contract thru the year 2026 for hauling and land application of liquid Biosolids with an option to extend the contract for an additional two years (2027 and 2028). Vendors submitting proposals are required to read this Request for Proposals (RFP) in its entirety and follow the instructions contained herein.

B. Important Dates

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals. The anticipated timeline is as follows:

Issue Date:	September 14, 2022
Questions Due Date:	September 21, 2022
Answers Posted Date:	September 28, 2022
Due Date:	October 5, 2022
Public Works Committee Review:	October 11, 2022
Contract Award:	October 19, 2022

C. How to Submit a Proposal

Submit four (4) hardcopies of the proposal, along with one electronic file, in a sealed envelope.

Hardcopy proposals shall be typed and securely bound on 8.5 x 11 – inch paper, otherwise identical to the electronic version (if applicable).

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

All proposals shall be clearly labeled:

City of Whitewater
2023-2026 Biosolids Contract
Due: 3:00 p.m. October 5, 2022

Delivery of hard copies to:

City of Whitewater
Attention: Clerk's Office
312 W. Whitewater Street
Whitewater, WI 53190

Proposals shall be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

D. Contact Information

Questions regarding the proposal should be addressed to:

Brad Marquardt
City of Whitewater
312 W. Whitewater Street
Whitewater, WI 53190
(262) 473-0139
bmarquardt@whitewater-wi.gov

E. Inquiries, Clarification & Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the City and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see Addenda below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Whitewater reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interest.

F. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same website as the original distribution – see G below. It is the proposer’s responsibility to regularly monitor the website for any such postings. Proposers must acknowledge the receipt of any addenda in their proposal. Failure to retrieve addenda and include their provisions may result in disqualification.

G. Bid Distribution Networks

The City of Whitewater will post the Request for Proposal and addenda on the city’s website. It is the proposer’s responsibility to regularly monitor the site for posted addenda. Proposer’s failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in the disqualification of the proposal.

The City of Whitewater’s website is www.whitewater-wi.gov. The proposal can be found under the “Government” tab by clicking on “Project Bidding”.

H. Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the proposer's expense.

I. Acceptance/Rejection/Withdrawal of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interest of the City. Further, the City makes no representation that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

J. Public Records Notice

Proposers are hereby notified that all information submitted in response to the RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential.

Proposers shall separately and clearly identify all information they deem to be "trade secrets", as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential and sealed, elsewhere in your response.

Wisconsin Statute S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1) (c).

Wisconsin Statute S. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all proposals will be available for review in accordance with public records laws.

K. Tax Exempt

The City of Whitewater as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). The City will provide its Federal Tax ID and tax exempt number as necessary.

L. Terms of Contract

The terms of the contract shall include but not be limited to the following:

1. Term of Contract – The term of the contract shall begin upon contract execution and end on December 31, 2026.
2. Option to Extend – The City of Whitewater reserves the right to extend the contract for two (2) additional years (2027 and 2028), upon the same terms. Also, the contract can be extended for two years with more favorable terms and conditions to the City under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (increased or decreased) based upon the average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”). The CPI-U value is published by the BLS at its website: <http://www.bls.gov/cpi/news.htm>.

The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price.

The City of Whitewater reserves the right to discontinue the contract’s remaining option year and may elect to re-advertise the contract in whole or in part when the changes in prices are not mutually acceptable between the contractor and the City.

Any and all changes to the contract terms and conditions shall be in writing by amending/modifying the contract.

4. Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

M. Cancellation/Termination of Contract

The City of Whitewater may terminate the contract at any time at its sole discretion by delivering thirty (30) days written notice to the contractor. Upon termination, the City’s liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the City. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the City within 30 days of said termination, all payments made hereunder by the City to the contractor for work not completed or not accepted by the City. Such termination will require written notice to that effect to be delivered by the contractor to the City not less than 60 days prior to the said termination.

N. Evaluation process and Scoring

The RFP will be reviewed by an Evaluation Panel.

Each proposal will be evaluated as described below and assigned an overall score ranking.

Major Criteria Categories	Point Weight
Qualifications	15
Experience and Technical Competence	20
Proposed Method to Accomplish Work	10
Knowledge and Understanding of Biosolids Disposal	15
Project Organization and Key Personnel	15
Cost	20
References	5
TOTAL:	100

O. Insurance and Indemnification Requirements

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Appendix A for requirements.

II. Scope of Work

A. Project

The City of Whitewater (City) is seeking proposals to provide hauling and land application services for approximately 1,500,000 gallons of liquid biosolids (annually). All practices must be in accordance with our Wisconsin Pollutant Discharge Elimination System (WPDES) Permit (Outfall 002) and WI Statute NR204. The term of the contract shall be for 2023 through 2026 with an optional (2) year extension. Annual projection completion date is December 31st. Accepted contract price shall remain in effect until project is completed.

B. Scope of Services

Contractor Responsibilities-

1. Properly licensed by the State of Wisconsin Department of Natural Resources (WDNR) for Biosolids hauling and land application services.
2. Provide a list of emergency and after hours contact numbers.
3. Provide all equipment necessary to transport, land apply and incorporate biosolids.
4. Responsible for keeping all roads clear of mud to avoid complaints from Township, residents and for public safety. Maintaining roads shall not be paid separately but shall be consider incidental work related to the bid.
5. Provide a copy of a written Spill Recovery Plan that shall be followed in the event of a loss of hauled biosolids.

6. Has extensive knowledge related to WDNR Chapter NR 204 and shall meet all requirements set forth in NR 204 related to biosolids disposal and record keeping.
7. Responsible for obtaining WDNR approved sites for biosolids land spreading. Prior to submitting, for approval, these sites shall be submitted to the City for review. All field sites previously held and those obtained on behalf of the City shall remain as City sites.
8. Responsible for communication with and obtaining necessary approvals from local townships for use of roadways while performing work on behalf of the City.
9. Responsible for all costs related to soil testing. Testing to be performed in accordance with UW Extension A2100 soil sampling bulletin and WDNR Chapter NR 204.
10. Share soil test reports (can use soil report obtained from landowner if soil analysis was completed with the past four (4) years), with the City, prior to land application.
11. Provide the City with records, within 15 days of completion, of each seasonal (spring/fall) hauling event, to include: a completed copy of WDNR form 3400-056, 3400-054, a field map indicating the specific area where land application occurred, daily haul sheets and any other information requested by the City that may be necessary for WDNR permit compliance.
12. The City will allow the Contractor to review all City obtained and WDNR approved field sites. The Contractor may use these field sites, with all necessary approvals, on the Cities behalf. No transferring of field sites will be allowed. A copy of WDNR obtained site approvals shall be forwarded to the City.
13. Prior to applying biosolids, the City shall provide the Contractor with the most recent test results to be used for finalizing biosolids application rates. Provided test results can be used for the bid process.
14. The City will provide training to the awarded Contractor for use of the Truck Loadout Station. As necessary written procedures will be developed to guarantee an efficient hauling process along with successful operation of utility equipment and infrastructure in a manner that does not negatively impact other treatment processes.
15. The City reserves the right to inspect all equipment and or field sites at any time.
16. In order to minimize complaints, working hours shall take into consideration use of adjacent land and structures. No work shall be allowed on Sundays unless approved by the City. No work shall be allowed on Holidays.
17. If the Contractor fails to perform its obligations, the City may terminate this contract upon ten (10) days written notice.

C. Biosolids Information

Year	Volume	Land Req'd.	% Solids
2018	1,932,886	100.5	2.1
2019	1,153,970	82.7	2.6
2020	1,973,600	155.4	3.3
2021	732,700	60	4.4

D. Cost and Payment

Cost for land application of Biosolids shall be based on a per gallon cost. The Contractor shall provide an itemized invoice to the City within thirty (30) days after work has been completed. The City shall make payment within thirty (30) days of receipt of invoice.

E. Completion of Work

During the fall hauling period the City considers the work completed when our primary truck loadout pump begins to lose or is near losing prime. This is satisfactory two years out of the three-year contract. During one fall hauling period, out of the three-year term, the City will need to draw the storage tank down to near empty state for inspection and maintenance. Due to reduced pumping rates, as much as two additional days may be required in this specific year. All work related to hauling and land application of biosolids shall be completed by December 31st of each calendar year.

III. Required Proposal Information

Proposals are to be limited to 12 pages (may be double sided) including the signed cover letter, with information requested below. Proposals received not following the format specifications will forfeit points, and may be disqualified and considered non-responsive at the City's discretion.

All proposals submitted in response to this request should include the headings listed below to assist evaluation. The proposal shall be concise, well organized and demonstrate the responder's qualification and experience applicable to the Project. Please submit four copies of the proposal.

A. Cover Letter

Provide a cover letter summarizing your proposal including a brief summary of your capabilities to deliver the services requested in a timely fashion and of the firm's experience in this type of work. **Your proposal must be signed.**

B. Basic Qualification of the Firm

Provide basic data relative to the firm's size, history, personnel, equipment, and expertise in the service being requested. Include name, title, address, and telephone number of person to contact concerning the proposal.

C. Experience and Technical Competence

Provide a list of at least five past or ongoing projects that demonstrate successful and satisfactory completion of work of comparable size for which the proposed team provided similar services as those required by this RFP over the past 10 years. Include a brief description of the project, date initiated, date completed, cost, name of owner, and owner's project manager and phone number.

D. Proposed Method to Accomplish the Work

Discuss approach to items identified in the Scope of Services. Include discussion on approach to maintain budget and schedule. Include your company policies and procedures on the prioritization of clients during the spring and fall hauling periods.

E. Knowledge and Understanding of Biosolids Disposal Environment

Describe the firm's knowledge and understanding of Biosolids land application environment. The "environment" includes, but is not limited to; Federal, State, County and local laws, statutes, codes, regulation, ordinances and rules.

F. Project Organization and Key Personnel

Describe proposed project organization, including identification and responsibilities of key personnel. Key personnel identified in the proposal shall not be removed and/or substituted by the Contractor or subcontractor unless said named key personnel leave the employment of the contractor or subcontractor. Indicate role and responsibilities of Contractor and all subcontractors. Identify current commitments, availability and location of all key personnel included in the proposal.

G. Cost

Provide the cost per gallon to haul and land apply liquid biosolids. The cost per gallon shall include all costs to perform this duty.

H. References

Provide a minimum of three (3) references with contact name(s), phone number(s) and years where biosolids have been hauled and land applied. Contact name shall be person(s) who has direct knowledge of Contractors performance.

APPENDIX A

INSURANCE REQUIREMENTS

APPENDIX B

ANNUAL SLUDGE

CHARACTERISTICS