

# CITY OF SANTA PAULA REQUEST FOR PROPOSALS



Biosolids Hauling & Disposal Contract Services

Public Works Department

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**I. NOTICE TO PROPOSERS**

**A. Summary**

The City of Santa Paula Public Works Department is soliciting proposals from qualified vendors for a three (3) year contract for biosolids hauling services with an option to extend the contract for an additional year. Vendors submitting proposals are required to read this Request for Proposals (RFP) in its entirety and follow the instructions contained herein.

**B. Schedule/Deadlines**

Deliver proposals no later than the due date and time indicated below. The City will reject late proposals:

Issue Date: September 21, 2018  
Questions Due Date: October 5, 2018  
Response Date: October 12, 2018  
Due Date: October 22, 2018, 3:00 PM PDT

**C. Submitting the Proposal**

Submit all required documentation in separate, sealed envelopes. Each envelope should be clearly marked as to the contents. Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version. Please submit the following forms.

- A. Signature Affidavit: Three Copies
- B. Receipt of Forms and Checklist
- C. Vendor Profile and Qualifications
- D. Copies of References: Three Copies
- E. Insurance and Indemnification: Three copies
- F. Cost Proposal: Three Copies
- Section III Required Information: Three Copies

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.

Complete and return Forms A through E to City of Santa Paula Clerk's Office by October 22, 2018, 3:00 PM PDT.

All proposals shall be clearly labeled:

Proposer's Name and Address  
Request for Proposal (RFP)  
Title: Biosolids  
Contract Services Due: October 22, 2018 3PM PDT

Delivery of hard copies should be to the following:

City of Santa Paula Clerk's Office  
Attn: Caesar Hernandez  
970 Ventura Street  
Santa Paula, CA. 93060

Proposals shall be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification. Please note that when mailing your response via a third party delivery service, the outside of the packaging shall be clearly marked with the RFP name. This ensures that the bid shall be delivered to the correct purchasing agent without having to open the bid.

**D. Contact Information**

The City of Santa Paula Public Works is the procuring agency:

City of Santa Paula Public Works  
Caesar Hernandez, Management Analyst  
970 Ventura Street  
Santa Paula, CA 93060  
Phone: (805) 933-4212 x306  
Fax: (805) 933-8794  
[chernandez@spcity.org](mailto:chernandez@spcity.org)

**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.

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 Santa Paula reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

**F. Oral Presentations/Site Visits/Meetings**

Proposers may be asked to attend meetings, make oral presentations and inspect the City's Water Recycling Facility (WRF). Such presentations, meetings or site visits will be at the proposer's expense.

**G. 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 interests of the City. Further, the City makes no representations 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).

**H. Terms of Contract**

1. Term of Contract – The term of the contract shall be for 2019, 2020, and 2021 to commence on Notice to Proceed Date, ending on December 31, 2021.
2. Option to Extend – The City of Santa Paula reserves the right to extend the contract for one (1) year, upon the same or more favorable terms and conditions, and under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (escalated or deescalated) based upon the average annual change in the Consumer Price 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 Santa Paula 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 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 evidenced 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.

**I. Cancellation/Termination of Contract**

The City of Santa Paula may terminate the contract at any time at its sole discretion by delivering ten (10) days written notice to the contractor. Upon termination, the agency’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 agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 30 days prior to said termination.

**J. Evaluation Process and Scoring**

The RFP will be reviewed by the Evaluation Panel. A staff member, as determined by the Public Works Director, will oversee the evaluation process to ensure fairness within the process.

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

Major Criteria Categories	Point Weight
Qualifications	35
Experience and Technical Competence	30
Proposed Method to Accomplish Work	20
Knowledge and Understanding of Biosolids Disposal	20
Project Organization and Key Personnel	20
Cost	30
<b>TOTAL</b>	<b>155</b>

**K. 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 Form E for requirements.

## **II. SCOPE OF WORK**

### **A. Project**

The City of Santa Paula (City) is seeking proposals to provide hauling and land application services for Biosolids, identified in 40 CFR Part 5 of the Clean Water Act (CWA) and the National Pollutant Discharge Elimination System (NPDES) Permit requirements. The term of the contract shall be for 2019 through 2021 with option for renewal for an additional (1) year. Accepted contract price shall remain in effect until project is completed.

### **B. Scope of Services**

- a. Contracted firm shall be properly licensed by the State of California.
- b. Contracted firm shall provide the City with a resume showing experience of staff related to the disposal of Biosolids and knowledge related to 40 CFR Part 5 of the Clean Water Act.
- c. Contracted firm shall provide the City 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 the Contractors performance.
- d. Contracted firm shall provide all equipment necessary to transport and dispose of Biosolids.
- e. Contracted firm shall be responsible for obtaining approved sites for Biosolids land spreading. Prior to land spreading, these sites shall be submitted to the City for review.
- f. The Contracted firm shall provide all necessary information related to site approval prior to the work commencing and provide the City with appropriate site approval forms.
- g. Contracted firm shall have extensive knowledge related to 40 CFR Part 5 and shall meet all requirements set forth related to Biosolids disposal and record keeping.
- h. Prior to land applying, Contracted firm will submit soils report (can use soil report obtained from landowner if soil analysis was completed within the past years) or update letter and form(s) to City that will be used to record amount of Biosolids applied to each site.
- i. The Contracted firm shall be responsible for all required reporting.
- j. All costs related to soil testing shall be the responsibility of the Contracted firm with testing being performed in accordance with the City Engineer and 40 CFR Part 5.
- k. Contracted firm shall provide the City with monthly records of the amount of

- Biosolids hauled. Amounts shall be recorded as cubic yards.
- l. Contracted firm shall be liable for any spills after leaving the Water Recycling Facility.
  - m. The City reserves the right to inspect all equipment at any time.
  - n. Contracted firm shall be responsible for keeping all roads clean of mud to avoid complaints from the City, residents and for public safety. Maintaining roads shall not be paid separately but shall be consider incidental work related to the bid.
  - o. Contracted firm shall provide the City with a Spill Recovery Plan that shall be followed in the event of a loss of hauled Biosolids on any public or private road.
  - p. The City shall provide the Contracted firm with the most recent available Biosolids test results. **The test results can be used for the bid process. Prior to applying Biosolids, the City shall provide Contracted firm with the most recent test results that will then be used to finalize Biosolids application rates.**
  - q. Within fifteen (15) days of the completion of hauling, Contracted firm shall provide the City with all information regarding land application including landowner information, location, soil testing, Biosolids application rates, daily log sheets, nutrient calculations and any other information necessary for monthly and quarterly Biosolids Reports.
  - r. If the Contractor fails to perform its obligations, the City may terminate this contract upon ten (10) days written notice.

### **C. Cost and Payment**

The Contractor shall invoice the City within thirty (30) days after work has been completed. The City shall make payment within net thirty (30) days of receipt of invoice.

## **III. REQUIRED INFORMATION**

### **A. Proposal Format**

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 following headings to assist evaluation. The proposal shall be concise, well organized and demonstrate the responder's qualifications and experience applicable to the Project. Three copies shall be submitted with the RFP.

### **B. 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.

**C. Basic Qualifications 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.

**D. 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 with phone number.

**E. 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.

**F. Knowledge and Understanding of Biosolids regulations and laws**

Describe the firm's knowledge and understanding of Biosolids disposal regulations. Legal requirements, but is not limited to; Federal, State, County and local laws, statutes, codes, regulations, ordinances and rules.

**G. 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.

**IV. FORMS**



**Form A: Signature Affidavit**

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the attached Proposal and pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING



**Form B: Receipt of Forms and Submittal Checklist**

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: References		
Form E: Insurance Requirements		
Form F: Fee Proposal		

VENDOR NAME \_\_\_\_\_



**Form C: Vendor Profile/Qualifications**

This form must be returned with your response.

**COMPANY INFORMATION**

Company Name (Make sure to use your complete, legal company name.)			
FEIN (If FEIN is not applicable, SSN collected upon award.)			
Contact Name (Able to answer questions about proposal.)		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip

**ORDERS/BILLING CONTACT**

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

Contact		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip



REQUEST FOR PROPOSALS

**PRIOR WORK**

Has your organization ever performed work for the City of Santa Paula?                      Yes      No  
If yes, please specify scope of work:

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**WORK EXPERIENCE**

Project	Location	Type of Service	Total Amount of Contract	Completion Date	Name/Phone of Owner or Other References

**KEY PROJECT PERSONNEL INFORMATION**

Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years of Experience	Education (Degrees, Certificates)	Other Relevant Experience and/or Qualifications



REQUEST FOR PROPOSALS



**Form D: References**

This form must be returned with your response.

<b>Reference # 1 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

<b>Reference # 2 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			



REQUEST FOR PROPOSALS

<b>Reference # 3 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

**Form E: Insurance Requirements**



**INSURANCE REQUIREMENTS  
[MUST BE SUBMITTED WITH BID]**

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance shall be deemed “primary” such that any other insurance that may be carried by the City shall be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an “occurrence,” not a “claims made,” basis and shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer shall provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and shall comply with these insurance requirements if it is selected as the City’s bidder. Failure to return this form may render the bidder’s bid as non-responsive.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Bidder**

\_\_\_\_\_  
**Name of the Company**