

City of Brewer Water Pollution Control Facility

REQUEST FOR PROPOSAL

SLUDGE HAULING & DISPOSAL SERVICES

October 8, 2021

Invitation

The City of Brewer is requesting proposals from qualified contractors to provide a firm price quotation for transportation and/or disposal of dewatered sludge from the City's Water Pollution Control Facility.

If interested, please present three (3) copies of your proposal to Environmental Services Director, Jason Sockbeson by **1:00 PM on October 29, 2021** at the Brewer Water Pollution Control Facility at 37 Oak Street, Brewer, ME 04412. Proposals will not be opened prior to that time and proposals received after that time will not be considered. Proposals should be clearly marked on the outside of the envelope as **"Sludge Hauling and Disposal Services"**. Faxed proposals will not be accepted. Proposals will be opened in public. Bidders are encouraged to attend the bid opening.

I. INSTRUCTIONS AND CONDITIONS

1. At its sole discretion the City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason. This RFP is not a commitment by the City to enter into a contract for the services requested with any particular entity or contractor.
2. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
3. The City reserves the right to modify this RFP at any time at its sole discretion. In the event it becomes necessary to modify or revise the RFP, an amendment or addenda emailed by Environmental Services Director, Jason Sockbeson, is the only method which should be relied on with respect to changes to the RFP.
4. An award will be made as soon as possible after the opening of bids and Brewer City Council approval. Bid proposals shall remain valid for at least sixty (60) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.

5. Each bidder shall carefully examine each and every term of this RFP, and each bidder shall judge all the circumstances and conditions affecting their bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.
6. In the sole discretion of the City of Brewer, if a bid proposal is found to be incomplete or not in compliance with the format required, it will not be evaluated. During the evaluation process, the City may request additional information from one or more bidders.
7. The successful bidder shall enter into a formal Agreement with the City which will be very similar in content to Attachment "A", which is a draft Sludge Hauling & Disposal Services Agreement. This draft agreement is provided for information purposes only and to help clarify the City's intent. Any changes will be approved by the City Solicitor, or any other lawyer, on the City's behalf.
8. The term of this Agreement shall be for five (5) years. The term of this Agreement shall be from December 1, 2021 through December 1, 2026. The Agreement may be terminated at any time by mutual agreement; or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.
9. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal the bidder shall be responsible for securing all necessary and appropriate Federal, State of Maine, County or City License/Certification, or other governmental approval required to provide the services and a Certificate of Insurance in accordance with the requirements listed in Section 1.19, at no cost to the City.
10. The successful bidder, or their agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any and all vehicles operated within the scope of this Agreement and any extension thereof.
11. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal, as determined in the sole discretion of the City of Brewer. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
12. Any proposal may be withdrawn at any time prior to the hour fixed for the bid opening, provided that a request in writing is executed by the proposer, or a duly authorized representative. The written notice of withdrawal must be delivered to Environmental Services Director Jason Sockbeson with a signature receipt in order to be a duly executed delivery. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal

prior to the time and date set for the opening. However, after the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

13. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP at its sole discretion. The City also reserves the right to apportion the award among more than one company and/or to change or limit the scope of this request at any time.

14. The City reserves the right to seek supplementary information from any person or entity at any time after the official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

15. The City of Brewer recognizes its policy of providing equal opportunity to all qualified parties and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, sex, color, national origin, religion, age or disability.

16. Any questions or concerns relating to this RFP shall be directed by e-mail to the Environmental Services Director, Jason Sockbeson at jsockbeson@brewermaine.gov. The City of Brewer will issue written responses to all registered interested bidders to questions asked. If necessary, the City will issue, via email, appropriate addendum stating revisions, deletions, or additions to be made as a result of any inquiries. The City will not be responsible for verbal responses made by any parties including the designated contact and their designee. All questions must be submitted by e-mail to Jason Sockbeson at jsockbeson@brewermaine.gov. Questions must be submitted no later than five (5) business days prior to the filing deadline as indicated in this document.

17. The Contractor shall indemnify and hold the City harmless from and against any and all claims of damages or injury arising out of the sludge hauling and disposal services, including but not limited to, any reasonable attorney fees and costs.

18. The successful bidder will be required to submit Performance and Payment Bonds that are acceptable to the City, each equal to \$200,000 which is the current one-year sludge transportation and disposal costs for the facility.

19. The Contractor shall provide written proof of insurance, with the City named as an additional insured, at no cost to the City, for protection against any claims or damages as may

arise out of the performance of this contract. A Certificate of Insurance must be provided to the City annually. This insurance shall consist of the following minimum coverages:

| <u>Description</u> | <u>Coverage</u> | <u>Each Occurrence</u> |
|-----------------------------------|-----------------|------------------------|
| Contractor's Comprehensive | Bodily Injury | \$1,000,000 |
| General Liability including: | Property Damage | \$1,000,000 |
| 1. Premises Operations & Products | | |
| 2. Completed Operations Coverage | | |
| Vehicle Liability | Bodily Injury | \$1,000,000 |
| | Property Damage | \$1,000,000 |
| Worker's Compensation | Per Claim | Statutory Limits |

II. GENERAL INFORMATION

The City of Brewer Water Pollution Control Facility is a conventional activated sludge facility licensed to treat 5.2 MGD of domestic wastewater. The Facility also treats between 6,000,000 - 7,000,000 million gallons of hauled wastewater, annually. The Facility operators dewater sludge 3-4 times per week which produces on average 82 CY of dewatered sludge per week. The average volume of sludge dewatered per year in the last 5 years (January 2016 through September 2021) was 3910 CY/year (2737 wet tons/year) or 326 CY/month. The solid content of the combined secondary/primary processed sludge typically is between 25%- 30% solids and the facility has been producing an average of 14 roll-offs full of sludge per week. See Attachment B for the volume of sludge dewatered since January 2016.

III. SCOPE OF WORK

The services, the City seeks includes but is not limited to:

1. Provide 30-yard roll-off containers, or their equivalent, to be placed at the Brewer Water Pollution Control Facility.
2. Transport sludge to an approved sludge disposal Facility on an as-needed-basis according to the City's sludge production schedule. The contractor shall be available to pick-up sludge roll-

offs 3-4 days/week, Monday through Saturday, depending on the Facility's dewatering schedule. The contractor may be asked to pick-up sludge roll-off in emergency situation on evenings, weekends and some holidays.

4. A roll-off container shall be maintained at all times with wheels that operate as intended, with no leaks and/or significant odors.

5. Communication will be very important to the success of the Facility's sludge disposal program. An empty roll-off container shall be available to the Facility operators to dewater sludge at 4:00 AM, Monday through Saturday, at the Brewer Water Pollution Control Facility. The contractor operations supervisor and the facility operators shall be responsible for discussing the dewatering schedule and sludge pick-up schedule.

6. The Contractor shall provide all necessary equipment, labor, fuel, materials, supervision, permits, and documentation required to transfer sludge containers from the Brewer Water Pollution Control Facility for disposal at an approved sludge disposal Facility. Fuel costs shall be included in the transportation cost. NOTE: If there is a significant and sustained change in fuel price/gallon during the contract period, the City would be willing to consider a negotiated fuel adjustment in the best interest of both parties, preferably annually.

7. The Contractor shall at all times, use only competent and properly trained personnel for all work contracted with the City.

8. The Contractor shall be responsible for all costs and labor related to the cleanup of any spillage from the sludge containers during loading and unloading operations and transport to an approved sludge disposal facility.

9. The Contractor roll-off truck driver and Facility operators shall ensure that the information on the Service Ticket is complete and the ticket is signed by both the driver and a Facility operator and the client copy is left at the Chief Operator office located in the Administration area of the facility.

10. The Contractor shall maintain daily records including the date and time of transportation of sludge, location of sludge disposal, quantity of sludge transported and disposed of in wet tons, and provide these records to the Waste Pollution Control Facility with the monthly billing.

11. The Contractor shall bill the City monthly including all weight documentation which is required by the City to pay the monthly invoice.

12. The Contractor shall provide a supervisory contact number that can be reached during normal hours and off hours for routine scheduling and emergency services.

13. The contractor shall not pick-up or drop off roll-offs at the Brewer WPCF between the hours of 11:00 PM and 7:00 AM without first receiving permission from the Facility Chief Operator.

14. The Brewer WPCF is in a residential area, so the contractor shall do everything possible to limit unnecessary noise during the loading and un-loading of full and empty roll-offs.

15. The Contractor(s) shall only load and unload roll-offs in the areas designated by the Facility Chief Operator.

16. The Contractor shall always obey the speed limit on Oak Street of 15 MPH while entering and leaving the facility. Absolutely no jake brakes.

IV. REFERENCES

The Bidder shall supply a minimum of three (3) references with bid submittal; i.e. list agencies you are currently providing with hauling & disposal services. Please use the forms supplied with this Request for Proposal in Attachment C.

V. Instructions to Bidders

The City of Brewer will be receiving sealed bids at the Office of the Environmental Services Director at the Water Pollution Control Facility, 37 Oak Street, Brewer, Maine 04412 **until Friday October 29, 2021 at 1:00 PM** for Sludge Hauling and Disposal Services, as hereinbefore provided.

The City is requesting bids for two separate tasks, sludge transportation and sludge disposal. Contractors can bid on one or both of the two tasks.

- A. Task 1- **Transportation** of Brewer Water Pollution Control Facility sludge, and
- B. Task 2- **Disposal** of Brewer Water Pollution Control Facility Sludge.

The following methods of sludge disposal may be bid: composting, landfilling, and waste to energy.

The Bid Proposal Forms can be found in Attachment D.

Draft Agreement – Attachment “A”

City of Brewer Water Pollution Control Facility

SLUDGE HAULING & DISPOSAL SERVICES AGREEMENT

THIS SLUDGE HAULING & DISPOSAL SERVICES AGREEMENT (“Agreement”) is hereby made and entered into this _____ day of _____, 2021 by and between the City of Brewer, a municipal corporation of the State of Maine hereinafter called “City”, and _____, hereinafter called “Service Provider”.

RECITALS

- A. The City is in need of sludge hauling and disposal services.
- B. The City requires sludge hauling and disposal services from a qualified professional Service provider, as set forth in the City’s Request For Proposals (“RFP”) for this purpose
- C. The Service Provider is a firm having the necessary experience and qualifications to provide sludge hauling and disposal services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby engages Service Provider to perform the sludge hauling and disposal services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on December 1, 2021.
2. Obligations, duties and responsibilities of service provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP attached hereto.

2 a. Documentation of disposal. Service Provider shall provide documentation that the disposal site is an approved Maine Department of Environmental Protection unstabilized municipal sludge disposal site; approved composting facility, and/or a landfill that will accept unstabilized sludge.

2 b. Regulatory Compliance. The Service Provider shall comply with the required State of Maine DEP disposal regulations; including all necessary reporting and sludge constituent data monitoring.

3. Term of Contract. The term of this agreement shall be from December 1, 2021 through December 1, 2026, unless terminated earlier pursuant to this Agreement.

3 a. Right-of-Entry. City shall grant or arrange permission for right-of-entry by Service Provider upon the site to provide Sludge Hauling and Disposal Services under this Agreement.

4. Service Provider's fees and compensation: amount, how and when payable.

4 a. Fees. For all the work and services, including supplies and equipment, pertaining to the Sludge Hauling and Disposal Services and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

4 b. For all items of work and services and for furnishing of supplies, as set forth in the Service Provider's response to RFP incorporated herein as Exhibit "A" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation at the rate set forth in Attachment D.

4 c. Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to service provider within thirty (30) days after presentation of approved invoices to City.

5. Service Provider's agreement to hold harmless and insurance requirements; Performance and Payment Bonds; MTCA.

5 a. Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5 b. Indemnification and Waivers. Service Provider shall indemnify, save, protect, pay for the City's reasonable attorney fees costs and hold harmless the City of Brewer, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or

liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Service Provider’s operations under the terms of this Agreement, or extension thereof, or by Service Provider’s failure to comply with any of the terms or provisions of said Agreement. Service Provider shall and does hereby waive any claim against the City of Brewer, its officers, volunteers and employees, for any damages to equipment or other property connected with Service Provider’s operations under this Agreement arising from any cause. This provision shall survive termination of this Agreement.

5 c. Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The City will be a named additionally insured at no cost to the City. The limits of such policy shall be as required by the City of Brewer and a certificate of Insurance must be provided to the City annually. The City minimum requirements for such insurance coverage is as follows.

| <u>Description</u> | <u>Coverage</u> | <u>Each Occurrence</u> |
|-----------------------------------|-----------------|------------------------|
| Contractor’s Comprehensive | Bodily Injury | \$1,000,000 |
| General Liability including: | Property Damage | \$1,000,000 |
| 1. Premises Operations & Products | | |
| 2. Completed Operations Coverage | | |
| Vehicle Liability | Bodily Injury | \$1,000,000 |
| | Property Damage | \$1,000,000 |
| Worker’s Compensation | Per Claim | Statutory Limits |

5 d. Performance/Payment Bond(s). The Service Provider is required to submit a performance and payment Bond(s) acceptable to the City equal to at least \$200,000, which is the current one-year sludge transportation and disposal costs for the facility. Attached hereto as “Addendum A” to this Agreement is a copy of the bond(s) satisfying this requirement.

5 d. No Waiver or Limitation of Maine Tort Claims Act Protections. Nothing contained herein shall be deemed in any manner or for any purpose to limit, waive, or impair any immunity from judgment or suit or limitation on damages protecting the City pursuant to the provisions of the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, as amended, or other provisions of law.

6. Attorney's fees and costs. In the event that any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in an amount to be fixed by the Court, or agreed upon by parties.

7. Governing Law. The laws of the State of Maine shall govern the rights and obligations of the parties under the Agreement without regard to conflict of law principles, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination. This agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

**City of Brewer
c/o Jason Sockbeson, Environmental Services Director
37 Oak Street
Brewer, Maine 04412**

To the Service Provider: _____

In the event of such termination, Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fees due and payable by the City to Service Provider will be subject to negotiation but in no event more than the fees as set forth in Attachment D.

9. Assignment; Subcontracting. Neither the City nor the Service Provider will assign its interest in this Agreement or subcontract for the work and services contemplated herein without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

11. Time of the Essence. For the purposes of this Agreement, time shall be of the essence.

This Agreement and the attachments and exhibits incorporated herein by reference, represent the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition, or covenant by either party shall not be construed as a waiver of any other term, condition, or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at _____, Maine, the day and year first above written.

CITY OF BREWER

Date: _____

Steve Bost, City Manager

[SERVICE PROVIDER]

Date: _____

By: _____
Its: _____

Attachment B

CITY OF BREWER WATER POLLUTION CONTROL FACILITY

SLUDGE PRODUCTION 2016 THROUGH 2020- cubic yards

| MONTH | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---------------------|------|------|------|------|------|------|
| JANUARY | 340 | 325 | 306 | 318 | 346 | 325 |
| FEBRUARY | 289 | 201 | 318 | 329 | 298 | 302 |
| MARCH | 330 | 264 | 315 | 350 | 333 | 347 |
| APRIL | 370 | 321 | 359 | 357 | 325 | 352 |
| MAY | 432 | 393 | 477 | 422 | 325 | 470 |
| JUNE | 350 | 394 | 371 | 399 | 420 | 388 |
| JULY | 400 | 377 | 374 | 443 | 379 | 342 |
| AUGUST | 346 | 417 | 371 | 430 | 318 | 344 |
| SEPTEMBER | 407 | 375 | 360 | 383 | 276 | |
| OCTOBER | 350 | 373 | 425 | 438 | 322 | |
| NOVEMBER | 420 | 373 | 425 | 390 | 348 | |
| DECEMBER | 325 | 285 | 297 | 320 | 325 | |
| ANNUAL SLUDGE (CY) | 4359 | 4098 | 4398 | 4579 | 4015 | |
| CY PER MONTH | 363 | 342 | 367 | 382 | 335 | 359 |
| AVERAGE CY PER YEAR | | 4290 | | | | |

Attachment B

CITY OF BREWER WATER POLLUTION CONTROL FACILITY

SLUDGE PRODUCTION 2016 THROUGH 2020- WET TONS

| MONTH | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---------------------|------|------|------|------|------|------|
| JANUARY | 238 | 228 | 214 | 223 | 242 | 228 |
| FEBRUARY | 202 | 141 | 223 | 230 | 209 | 211 |
| MARCH | 231 | 185 | 221 | 245 | 233 | 243 |
| APRIL | 259 | 225 | 251 | 250 | 228 | 246 |
| MAY | 302 | 275 | 334 | 295 | 228 | 329 |
| JUNE | 245 | 276 | 260 | 279 | 294 | 272 |
| JULY | 280 | 264 | 262 | 310 | 265 | 239 |
| AUGUST | 242 | 292 | 260 | 301 | 223 | 241 |
| SEPTEMBER | 285 | 263 | 252 | 268 | 193 | |
| OCTOBER | 245 | 261 | 298 | 307 | 225 | |
| NOVEMBER | 294 | 261 | 298 | 273 | 244 | |
| DECEMBER | 228 | 200 | 208 | 224 | 228 | |
| ANNUAL SLUDGE (WT) | 3051 | 2871 | 3081 | 3205 | 2812 | |
| WET TONS PER MONTH | 254 | 239 | 257 | 267 | 234 | 251 |
| ANNUAL AVERAGE (WT) | 3004 | | | | | |

ATTACHMENT C

BUSINESS REFERENCES

REFERENCE NO. 1

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Relationship: _____

REFERENCE NO. 2

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Relationship: _____

REFERENCE NO. 3

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Relationship: _____

ATTACHMENT D

City of Brewer

BID PROPOSAL

SLUDGE HAULING & DISPOSAL SERVICES

Bidder hereby proposes to deliver to and provide services at the City of Brewer Water Pollution Control Facility, 37 Oak Street, Brewer, ME 04412, equipment and services in accordance with the published specifications for the following prices:

| | Transportation* | Disposal** |
|--------|-----------------|------------|
| Year 1 | \$ | \$ |
| Year 2 | \$ | \$ |
| Year 3 | \$ | \$ |
| Year 4 | \$ | \$ |
| Year 5 | \$ | \$ |

*Transportation: cost per roll-off of sludge hauled (assume 22-25 CY/Load)

**Disposal: cost per ton of sludge

Please describe what discounts or cost savings you would provide if awarded both the transportation and disposal services:

PLEASE COMPLETE THE INFORMATION REQUESTED ON THE NEXT PAGE!

COMPANY NAME

STREET ADDRESS

CITY / STATE

PHONE NUMBER

PERSON PREPARING BID

POSITION

E-MAIL ADDRESS OF

PERSON PREPARING BID

SIGNATURE

DATE
