



**REQUEST FOR PROPOSAL**

**DIGESTER CLEANING SERVICES**

**RFP #200809-28**

**April 27, 2009**

**I. INSTRUCTIONS AND CONDITIONS**

- A. No BID proposal will be considered for award unless submitted on the BID proposal forms furnished by the City of Madera. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recyclable paper with removable bindings, bound in a single document.

Each BID proposal must be submitted in a sealed envelope addressed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and a statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

**BID: Digester Cleaning Services**

**RFP #200809-28**

**Filing Deadline: Wednesday, May 27, 2009 - 3:00 P.M.**

- B. Attention of BIDDERS is especially directed to the specifications which, in addition to the BID proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful BIDDER. Any deviation from the specifications in this

notice shall be proper reason for rejection of all or any part of the BID proposal.

- C. 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.
- D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- E. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. BIDDER is responsible to contact City's Purchasing-Central Supply Division prior to submitting a Bid to determine if any amendments were made to the RFP.
- F. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
- G. Proposals will be evaluated by the City. If a BID proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. The committee may request an interview with the top rated companies. A reference check may also be conducted.
- H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. 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. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

- I. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least thirty (30) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. 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. The City also reserves the right to apportion the award among more than one company.
- K. 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. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- L. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal the BIDDER shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the BIDDER already have his license, please indicate the license number and expiration date below:

City License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Any Federal or State of California License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Exhibit "A" will also be required.

Contractor, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this agreement.

- M. Contract shall be in the form of a City of Madera Purchase Order and attachments of Request for Proposal, Instructions to Bidders, General Conditions, Specifications and Bid Proposal shall be a part thereof as though set forth therein.
- N. The Service Provider shall furnish City, within ten (10) days of the award and prior to commencement of work, the following separate surety bonds;

Faithful Performance Bond. Said bond shall be in an amount equal to one hundred percent (100%) of the agreement price, shall be for the faithful performance of the agreement, shall be approved by City and shall be secured from a surety or sureties satisfactory to City.

- O. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date the Bid award.

Check one of the following:

- i.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
  - ii.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
  - iii.  The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.
- P. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial relations, the general

prevailing rate for each craft, classification, or type of workman required to execute the project. A copy of said prevailing rate of per diem wages is on file in the office of the City, to which reference is hereby made for further particulars. In addition, prevailing wage information is available at the following web site [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm)

- Q. All questions concerning this notice or the BID specifications should be directed in writing to Becky McCurdy, Procurement Services Manager, Purchasing-Central Supply, City of Madera, 1030 South Gateway Drive, Madera, California 93637; Fax 559-661-0760, e-mail: [rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com). All questions must be received no later than 3:00 PM Friday, May 15, 2009.

## **II. GENERAL INFORMATION**

It is the City's intent to enter into an agreement with a company to clean Digester #1 at the City's Waste Water Treatment Facility.

The work to be done consists primarily of the full service removal and disposal of all liquids and solids from Digester #1 and wash down the interior.

Digester #1 is an anaerobic digester with a fixed cover. It is 45 feet in diameter with a 24 foot side wall depth. It has a capacity of 300,000 gallons. The digester is recessed into the ground 15 feet. There is a 36" diameter hatch located at ground level and two 30" diameter hatches on the top cover of the digester. The City will remove at least 50,000 gallons of material, leaving approximately 250,000 gallons to be removed by contractor

## **III. SPECIFICATIONS**

- A. The Contractor shall remove all fluid contents and solids including sludge, scum, grit, sand, and other foreign materials deposited in the digester. Such removed materials shall be disposed of off site by the contractor at the contractor's expense. If the Contractor chooses to dewater the fluid and solids contents on site, the equipment used for such dewatering shall consistently achieve a solids capture rate of 95%. The City will accept, treat, and dispose of the filtrate or centrate from the contractor's dewatering operation provided that the filtrate or centrate is delivered to the influent pumping station wet well at a rate not greater than 1000 gallons per minute with total solids not to exceed 0.2%. The City's existing

centrifuges will not be available to the contractor for dewatering material removed from the digester during cleaning.

- B. The Contractor shall provide all labor, materials, tools, chemicals, equipment or process machinery as well as all trucks and suitable containers, supplies, personnel and all other requirements necessary for processing, removing, hauling and disposal of liquid or sludge and tank cleaning in accordance with these specifications.
- C. The Contractor shall transport the sludge directly from the Wastewater Treatment Facility to the designated disposal site. Under no circumstances shall the contractor be allowed to make any additional stops in transit to the disposal site to haul any payload other than the sludge. The contents of the hauling units may be checked at the disposal site for conformance with the manifest that shall accompany each load to the disposal site.
- D. All work on the interior of the digester shall be performed using only the existing access openings. There is one 36" opening at ground level. There are two 30" hatches on the top. After evacuation of Digester #1, all interior surfaces shall be washed clean and the tank pumped dry.
- E. The Contractor shall take all necessary precautions to prevent any leakage or sewage spills of any kind onto property, public or private roadway, drainage systems and waterways. If pumping is required during times when the contractor is not on site the Contractor shall provide continuous automatic monitoring system with an audible alarm and shall have available, on an on-call basis, personnel and equipment necessary to handle any clean up that may be necessary due to a spill. The Contractor shall be liable for any and all clean-up costs or any fines that may be levied including those by the Regional Water Quality Control Board (RWQCB) against the City, in the event that such leakage or spill occurs. The Contractor shall also be responsible for reporting any and all spills to the appropriate regulatory agencies, including the RWQCB and the Madera County Environmental Health Department.
- F. The Contractor shall be responsible, on a daily basis, to maintain a clean work site, to remove debris and to dispose of it properly at his/her own expense. Upon completion and before making application for acceptance of the work the Contractor shall clean

the area of work and all ground occupied by him/her in connection with the work of all rubbish, temporary structures and equipment.

- G. The Company cleaning the digester shall comply with all CAL-OSHA safety regulations concerning confined space entry and working near explosive gases.
- H. There is available power located at the digester control panel. It has 480 Volts/3 phase up to 100 amps. Additional power is available at the facility control room approximately 300 feet from the digester. Contractor shall provide all necessary power cables. The Contractor will provide all related electrical equipment beyond point of power connection.
- I. Specifications in this document are minimal and any variances should be described in detail.

#### **IV. SUBMITTALS**

- A. Contractor shall provide a proposed scope of work to meet the City's general provisions. The contractor's scope of work shall include:
  - 1. Processing Method, including:
    - a. A description of process to be used.
    - b. A description of the equipment to be used.
    - c. An estimated quantity of sludge to be processed.
    - d. An estimated quantity of any wastewater byproduct that will be generated.
    - e. Manufacturer's product specification sheets for all chemicals to be used.
  - 2. Description of hauling equipment.
  - 3. Identify the disposal facility.
  - 4. Project schedule; include daily schedule and total length of time required.
  - 5. Contractor's Injury and Illness Prevention Program (IIPP). The IIPP shall be in sufficient detail to include all aspects of health and safety that may be anticipated by the scope of work.

#### **V. REFERENCES**

- A. Vendor to supply a minimum of three (3) references with BID submittal; i.e. list agencies you have provided with digester

cleaning services. Please use forms supplied with this Request for Proposal.

**VI. FEES**

- A. For all work and services, including supplies and equipment pertaining to the digester cleaning services and required to be furnished by the Contractor to the City, City agrees to pay to Contractor and Contractor agrees to accept and receive as payment in full the fees as provided in the response to Digester Cleaning Services RFP #200809-28.
- B. Monthly progress billings. Contractor 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 Contractor within thirty (30) days after presentation of approved invoices to City.

**VII. FORM OF BIDS**

- A. Price shall include all costs, labor, fees, taxes and delivery, pickup or freight charges.

**VIII. ADDITIONAL INFORMATION**

- A. The City currently contacts Drew Kolosky, contact phone number (661) 201-6224, at Liberty Composting for solid disposal. A trash dumpster for non sludge screenings may be arranged by calling Allied Waste Services (559) 673-5191.

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**Note: This entire packet should be returned with the BID.**

# CITY OF MADERA

## BID PROPOSAL

### DIGESTER CLEANING SERVICES

#### RFP # 200809-28

BIDDER hereby proposes to deliver to and provide services at the City of Madera, Department of Public Works, Wastewater Treatment Plant, 13048 Road 21 ½, Madera, California, 93637 equipment and services in accordance with the published specifications, for the following prices.

	Description of Item	Unit Price	Total Price
1.	Mobilization	_____	_____
2.	Provide all labor, material equipment and supplies necessary for the complete removal of all contents in the tank.(1237 cubic yards estimated) Includes complete wash down of tank walls and bottom. WWTP Plant Manager and contractor will agree upon tank depth measurement before contents are removed. Final tank depth will be determined at the end of the job. Tank Depth times 45' tank diameter will be used to calculate tank volume removed.	_____	_____
3.	Provide all transportation and disposal sludge on a dry ton basis. (45 dry tons estimated) Take a composite grab sample from each full truck before hauling. Split sample between contractor and City of Madera. Each party will dry sample to determine truck moisture content. Sample results will be compared and a moisture content of each truck to be agreed upon. Each truck weight will be noted.	_____	_____

4. Provide all transportation and disposal of trash on a dry ton basis. (7 tons estimated) \_\_\_\_\_
- a. SUBTOTAL \_\_\_\_\_
- b. 10% CONTINGENCY \_\_\_\_\_
- GRAND TOTAL (a+b) \_\_\_\_\_

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

STREET ADDRESS: \_\_\_\_\_

CITY / STATE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

PERSON PREPARING BID \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**CITY OF MADERA  
BID PROPOSAL  
DIGESTER CLEANING SERVICES  
RFP # 200809-28**

**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: \_\_\_\_\_

## EXHIBIT "A"

### **INSURANCE REQUIREMENTS FOR SERVICE PROVIDERS**

Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Service Providers operation, and use of the premises. The cost of such insurance shall be borne by the Service Provider.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office commercial General Liability coverage ("occurrence" form CG 0001).
2. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

#### B. Minimum Limits of Insurance

Service Provider shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

#### C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials and employees; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The City, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

b. The Service Provider's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Service Provider for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:XIII.

F. Verification of Coverage

Service Provider shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by the clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences.

G. Subcontractors

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.