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3400 SOUTH WALNUT STREET • BLOOMINGTON, IN 47401



Request for Proposal

For

Removal and Disposal of Sediment and Leachate from HDPE lined Leachate collection pond

Issued: February 24, 2017

Proposals Due: March 31, 2017 at 1:00 p.m.

Contact Person: Lee Paulsen, Landfill Director
Monroe County Solid Waste Management District
3400 S. Walnut Street
Bloomington, IN 47401
lpaulsen@mcswmd.org
(812) 349-2020 (phone)
(812) 349-2872 (fax)

I. OVERVIEW

The Monroe County Solid Waste Management District (District) is seeking sealed proposals to consider contracting for the dredging / removal of all sludge, sediment material and leachate within the leachate collection pond at the Monroe County Landfill. The Monroe County Landfill is located at 4455 East Anderson Road, Bloomington, IN 47408. The facility is a closed landfill, closure certification under 329 IAC 10-22-8 completed in December 2009. The District will consider all methods of removal and disposal of the materials.

Offeror will be expected to provide documentation of disposal of all materials removed from the leachate pond to an appropriately permitted disposal / treatment facility. The entire process needs to be completed within a twenty-one (21) day period over the summer of 2017 between the dates of July 1, 2017 and August 31, 2017.

II. BACKGROUND

The Monroe County Solid Waste Management District is a multi-faceted unit of local government established in 1991. The District provides recycling, waste disposal and waste management education to the local community. Upon being established, ownership of the Monroe County Landfill was transferred to the District from Monroe County, Indiana. The Monroe County Landfill served the community from 1971 until it stopped accepting waste in 2004. Final closure work on the facility was completed in 2008, and the landfill was certified closed by the Indiana Department of Environmental Management (IDEM) in December, 2009.

The leachate holding pond under consideration in this Request for Proposal is an above ground pond constructed in 2005. Pond dimensions are 175 ft. X 125 ft. X 8 ft. at its' deepest and 7 ft. and its' shallowest. The pond is lined with a 60 mil textured HDPE synthetic liner (see Attachment A for pond schematic). Leachate is feed into the pond from two (2) lift stations, leachate generation rates vary depending on precipitation received.

The District utilizes a Batch PACT B-20 wastewater treatment plant at the landfill. Treated leachate is discharged on-site under an NPDES permit. Leachate is pumped directly out of the pond into the treatment plant at varying intervals depending on needed treatment capacity. Leachate generated in excess of treatment capacity is hauled to a local wastewater utility for disposal.

III. INSTRUCTIONS TO OFFERORS

All proposals must be delivered to the Monroe County Solid Waste Management District, c/o Lee Paulsen, Landfill Director, 3400 South Walnut Street, Bloomington, IN 47401. Proposals must be received by the District before 1:00 p.m. Eastern Standard Time (EST) on Friday March 31, 2017.

Proposals must be sealed and clearly marked "Leachate Dredging Proposal". Proposals will be accepted via US Postal Service, hand delivery, or private delivery or courier service on or before the above listed date and time. Proposals submitted via facsimile transmission, telephone, telegraph or electronic mail (e-mail) will **not** be accepted. All late proposals will be returned unopened.

Offeror must submit one (1) original version with original signatures of the proposal and three (3) copies of the proposal. If any discrepancies exist between the submitted proposals the original copy with original signatures shall be the proposal of record.

All proposals will be opened and read aloud in the order received at a public meeting March 31, 2017 at 2:00 p.m. at the District office, 3400 South Walnut Street, Bloomington, IN 47401.

The District reserves the right to negotiate final contract conditions with the offeror who, at the discretion of the District has been determined to be the most responsible and responsive and best able to meet the needs of the District.

The District reserves the right to accept any proposal in whole or in part. The District reserves the right to reject any and all proposals. The District reserves the right to waive any irregularities or informalities in any proposal.

Surety, in an amount equal to 10% of the proposal, must accompany each proposal. The only acceptable forms of surety shall be a certified check or a Surety Bond duly executed by authorized officials of a surety authorized to do business in Indiana and acceptable to the District.

Offeror may not withdraw its proposal within ninety (90) calendar days after the proposed due date. Withdrawal within that time frame or after its acceptance by the District shall constitute grounds allowing the District to forfeit the surety to the District among other remedies available to it.

Offeror may schedule a site visit to the project site by contacting Lee Paulsen via phone at 812-349-2953, or email at lpaulsen@mcswmd.org.

IV. CONDITIONS

1. The offeror shall be experienced with and knowledgeable of the type and care needed for the synthetically lined pond.
2. The offeror shall be knowledgeable of and experienced with the State of Indiana laws and regulations governing the disposal of leachate and industrial process waste.
3. The failure or omission of the offeror to acquaint oneself with the existing conditions shall in no way relieve the offeror on any obligation with respect to the proposal.

4. The offeror shall provide a list of all equipment and vehicles to be used to complete the requested work.
5. The offerors proposal shall include a plan for the disposal of sludge, sediment material and leachate at an appropriately permitted disposal / treatment facility.
6. The offerors proposal shall list proposed disposal location(s) with the plan of disposal of sludge, sediment material and leachate.
7. Offeror shall include a schedule and timeline, not to exceed twenty-one (21) days, for completion of the project.
8. Force Majeure: At the District's discretion, offeror may be granted an extension to complete the project due to delays from causes beyond the contractor's control, provided the contractor notifies the District in writing of any delays for which the contractor would like to exercise force majeure within forty-eight (48) hours of incurring the delay.
9. Offeror shall provide a statement of its intent to sublet any portions of the work and identify any and all intended sub-contractors.
10. Offeror shall provide documentation that they and any intended sub-contractors possess all necessary permits needed to perform those work aspects that require such, including, but not limited to, hauling of leachate and sludge / sediment.
11. Offeror shall be provided results from TCLP testing performed on samples of the materials to be removed from the leachate holding pond collected on February 15, 2017.
12. Offeror shall provide a list of all similar projects completed within the past five (5) years, including an outline of each project and contact information for each client.
13. Offeror shall be responsible for any and all damage made resulting from the performance of work, including, but not limited to, damages to the HDPE pond liner, pipes, fencing, roadways on site, ditches, lift stations and pumps, and monitoring wells. Contractor shall ensure all necessary repairs are made in a timely fashion, that repairs are made by a qualified and/or certified technician/contractor where applicable, and at the contractor's expense.
14. Offeror must submit a completed Non-Collusion Affidavit (Page 9) with proposal.
15. Offeror must submit a completed Equal Employment Opportunity/ADA Statement (Page 10) with proposal.
16. The District reserves the right to negotiate final contract conditions with the offeror whose proposal, at the discretion of the District, has been determined to be the most responsible, responsive, reasonable and best able to meet the needs of the District.

17. Any contract entered into shall be construed in accordance with and governed by the laws of the State of Indiana.

V. INSURANCE REQUIREMENTS

1. Workers Compensation & Disability: Indiana Statutory Limits
2. Employer's Liability
 - (i) Bodily Injury by Accident (each accident): \$100,000
 - (ii) Bodily Injury by Disease (policy limit): \$500,000
 - (iii) Bodily Injury by Disease (each employee): \$100,000
3. Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products-completed operations.
 - (i) General Aggregate Limit (other than Products/Completed Operations): \$1,000,000
 - (ii) Products/Completed Operations: \$1,000,000
 - (iii) Personal & Advertising Injury Limit: \$1,000,000
 - Each Occurrence Limit: \$1,000,000
 - Fire Damage (any one fire): \$50,000
 - Medical Expense Limit (any one person): \$5,000
4. Comprehensive Auto Liability (single limit)
(owned, hired and non-owned)
Bodily injury and property damage (each accident) \$1,000,000
5. Umbrella Excess Liability \$1,000,000
(each occurrence and aggregate)

Contractor shall be responsible for paying all deductible amounts.

The District reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to do business in Indiana and shall have an AM Best rating of not less than B+ and/or VII.

Contractor shall, prior to commencing work, provide the District with Certificates of Coverage in the amount specified, naming District as an additional insured.

Coverage may not be cancelled without first providing District with ten (10) days written notice of cancellation. Such notice shall be sent to Monroe County Solid Waste Management District, 3400 S. Walnut St., Bloomington, IN 47401, Attention: Lee Paulsen

VI. SCOPE OF WORK

1. Offeror shall furnish all labor, equipment and materials necessary to perform the work requested.
2. Offeror shall remove all leachate and sediment from the Monroe County Landfill leachate collection pond.
3. Offeror shall provide for transportation and disposal of all leachate and sludge / sediment material removed from the leachate holding pond.
4. Offeror shall dispose of all leachate and sludge / sediment material in an appropriately permitted facility based on the District provided TCLP testing results and any additional results from testing performed at the discretion of the contractor and/or disposal facility(ies).
5. Offeror shall repair any damages which occur during and as a result of the performance of the work requested, as outlined in paragraph 13 of Section IV “Conditions”.

VII. SPECIFICATIONS

See Attachment A for Pond schematic and specific size.

Pond schematic is available electronically in pdf file format by contacting Lee Paulsen at 812-349-2953 or lpaulsen@mcswmd.org.

VIII. PROPOSAL SUBMITTAL REQUIREMENTS

Please submit your proposal, addressing each of the following items **in the order outlined below**. Offerors should provide only the information requested, and present it in a clear and concise manner.

1. Completed and signed Non-Collusion Affidavit (Page 9)
2. Completed and signed Equal Employment Opportunity/ADA Statement (Page 10)
3. Surety, as described in Section III, paragraph 7 on page 3
4. Brief summary of the proposal, including statement of understanding showing familiarity with the Scope of Work.
5. Proposed project work schedule and time frame for completion.
6. Proposed project cost.
7. Statement of intention to sublet portions of the work.
 - a. Include the name and qualifications of proposed sub-contractor(s).
8. Documentation of possession of necessary permits to complete the work requested.
9. Identification of proposed treatment / disposal facility(ies) to be utilized.
 - a. Include location and permit number for each facility.
10. List of similar projects completed within the past five (5) years including outline of each project and contact information for each client.
11. List of equipment and vehicles to be utilized to complete the project.

IX. PROPOSAL EVALUATION PROCESS

Proposal submittals will be individually evaluated by the District. The District will endeavor to identify the most responsible, responsive and reasonable proposal using the criteria below.

Criteria	Standard
Cost	<ul style="list-style-type: none"> ▪ Is the offeror's pricing competitive, reasonable and deemed most advantageous to the District?
Offeror Capability	<ul style="list-style-type: none"> ▪ Is the offeror experienced with adequate resources to perform the Scope of Work? ▪ Is the offeror qualified to complete the Scope of Work? ▪ Do the offeror's previous clients provide positive evaluations of the offerors work product?
Offeror Qualifications	<ul style="list-style-type: none"> ▪ Is the offeror in possession of the necessary permits to perform the project? ▪ Is/Are the offeror's proposed sub-contractor(s) qualified and in possession of the necessary permits to perform the work designated? ▪ Do the offeror's previous projects include a scope of work that compares well with the proposed project?
Approach	<ul style="list-style-type: none"> ▪ Does the offeror's proposal describe an understanding of the scope of work? ▪ Is the offeror's proposed equipment and vehicle list reasonable to allow the project to be completed efficiently and in compliance with applicable laws and regulations?
Firm Availability	<ul style="list-style-type: none"> ▪ Does the offeror's proposal demonstrate the ability to complete the project in a timely fashion? ▪ Does the proposal schedule meet the District's requirements?

The District may request interviews with the offeror of any proposal under consideration and reserves the right to contact previous clients to assist in the decision for award.

X. METHOD OF AWARD

The proposal that is the most responsible, responsive and reasonable that is deemed the most advantageous to the District will be recommended to the District Board of Directors at the completion of the evaluation process. The District Board of Directors will take all duly received proposals under consideration and will vote on the acceptance of any proposal at a public meeting.

The District reserves the right to reject any or all proposals in whole or in part, and to waive any irregularities or informalities if doing so is deemed to best serve the interests of the District. In no event will an award be made until all necessary investigations are made as to the

responsibility and qualifications of the offeror to whom it is proposed to make an award of a contract.

Upon acceptance of a proposal, the District will negotiate in good faith to enter into a contract with the offeror of the accepted proposal for the services described within the accepted proposal. No proposal shall be binding upon the District until an agreed upon contract for services is signed by both parties.

XI. PUBLIC DISCLOSURE OF PROPOSALS

All proposals received in response to this Request for Proposal shall become the property of the Monroe County Solid Waste Management District. All proposals shall be regarded as public records with the exception of those parts of each proposal which are appropriately defined and specified by the offeror as proprietary or confidential information or trade secrets provided that said parts are submitted in an envelope and clearly marked as "Trade Secret", "Confidential", or "Proprietary". Neither the District nor its Board of Directors shall be liable or responsible for anything that may result from the disclosure of any Request for Proposal or any part thereof. Submission of a proposal acknowledges agreement with this provision and affirms understanding that all items submitted in response to the Request for Proposal, or related thereto, are public records, except when properly defined and marked "Trade Secret", "Confidential", or "Proprietary". The Offeror solely shall be responsible for defending any challenge to the "Trade Secret", "Confidential", "Proprietary", or similarly labeled material.

EQUAL EMPLOYMENT OPPORTUNITY/ADA STATEMENT

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability. Such action shall include but not be limit to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for the training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contractors.

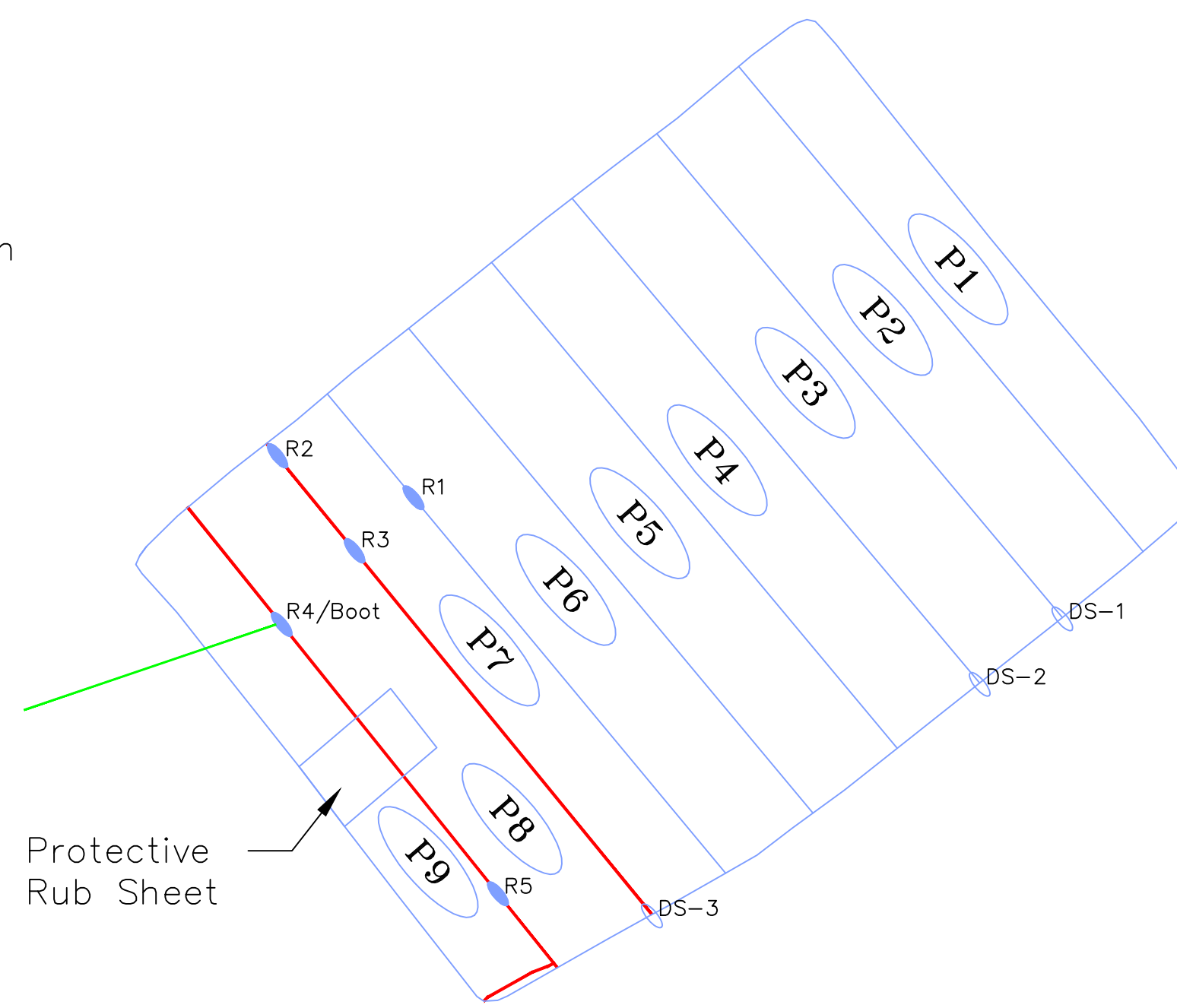
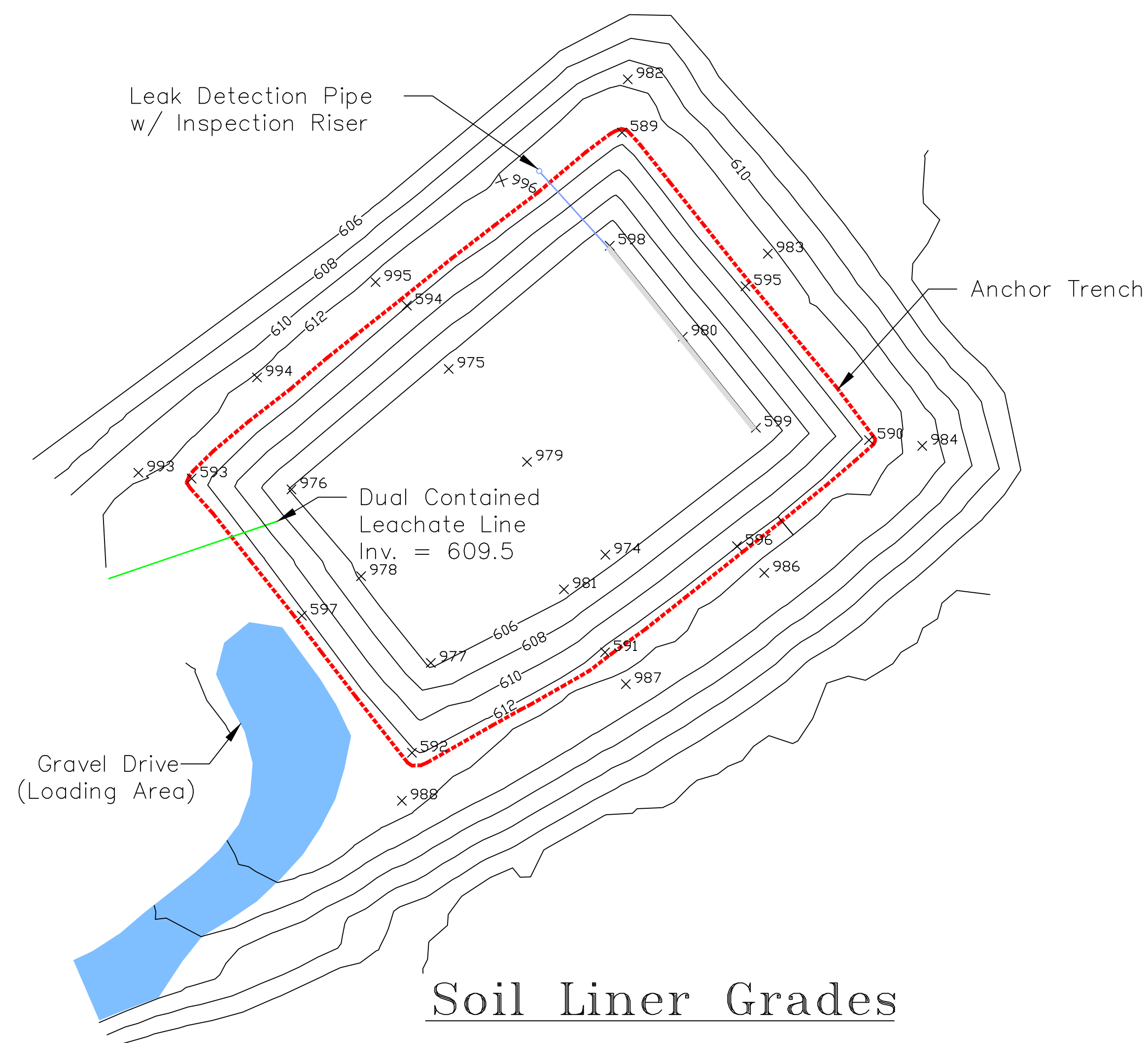
AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

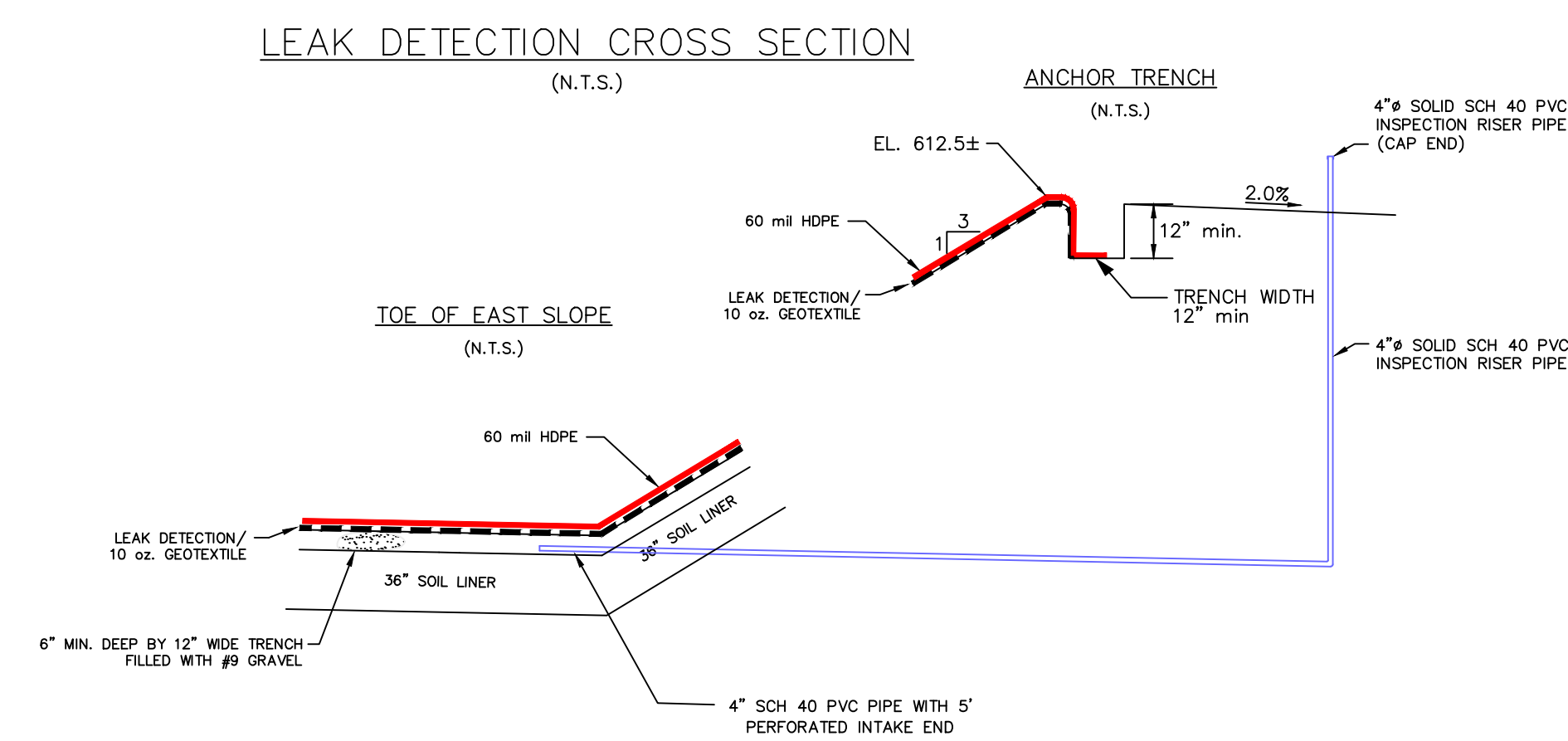
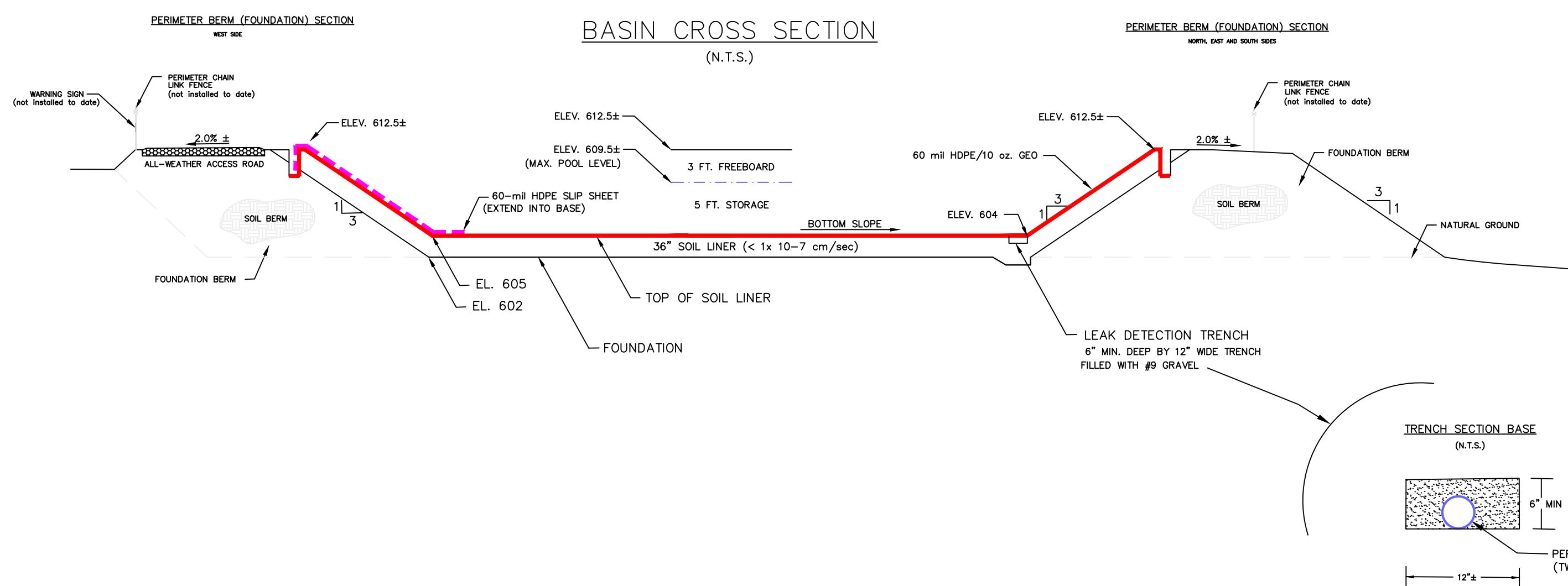
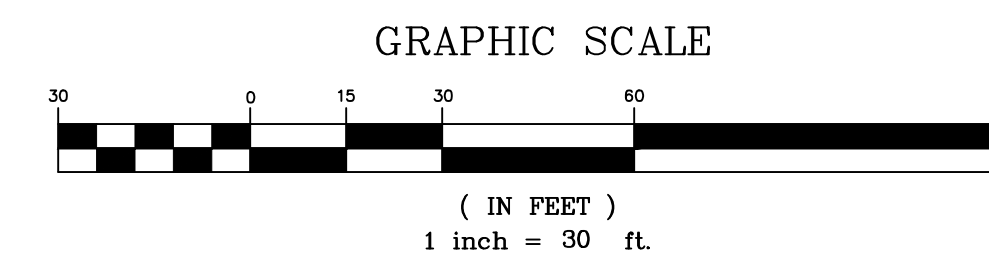
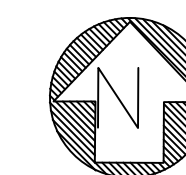
COMPANY NAME

DATE



Legend

- 610 As-Built Contour
- 60 mil HDPE Panel
- Extrusion Welded Seam
- Dual Contained Leachate Pipe
- Leak Detection Gravel
- Anchor Trench
- P1 Panel Designator
- R5 Repair Location
- DS-1 Destructive Sample Location (No Repair Required)
- x 979 Construction Stake (See Table 3 in CCR for Foundation and Final Grades)

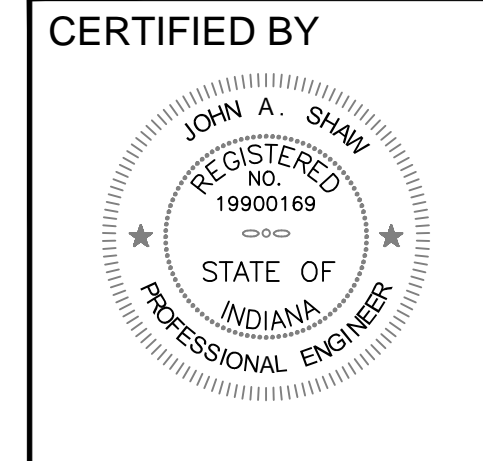


REVISIONS

NO.	DATE	DESCRIPTION	BY

Monroe County Landfill
Monroe County Solid Waste Mgmt. District (FP 53-3)
Soil Liner Grades / Panel Layout
Leachate Basin As-Built Plans

DRAWN BY J. Shaw
CHECKED BY J. Shaw
DATE Nov. 2004
SCALE As Shown



REGIONAL SERVICES CORP.
500 POLK AVENUE
SUITE #40
GREENWOOD, INDIANA 46143
(317) 865-8096

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