

**EXETER, NH – DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
BENEFICIAL USE OR DISPOSAL OF DEWATERED MUNICIPAL BIOSOLIDS**

1.0 General Information

Sealed Proposals for the Beneficial Use or Disposal of Dewatered Municipal Biosolids will be received, by the Town of Exeter, at the Town Office Building (10 Front Street, Exeter, NH, 03833, until **4:00 PM local time on May 20, 2019**. The proposals will remain sealed until the Select Board meeting on May 20, 2019 at which time they will be publicly opened and read.

Copies of the Request for Proposals and any addenda may be obtained by download from the Town website. Technical questions should be directed to Wright-Pierce (Andy Morrill, 603-570-7113). Site tours can be arranged with the Town (Matt Berube, 603-773-6157). Note, the WWTF is under construction.

The Town of Exeter reserves the right to reject any or all Proposals, to waive any technical or legal deficiencies, and to accept any Proposal that it may deem to be in the best interests of the Town.

2.0 Descriptive Information

The new WWTF is located at 13 Newfield Road in Exeter (the same location at the existing Aerated Lagoon facility). The facility has a design flow of 2.2-mgd and anticipated startup flows of 1.75-mgd. The new facility has mechanical screening (3/8”), vortex grit removal, biological nutrient removal activated sludge, and ultraviolet disinfection. Waste biosolids are stored in an aerated Sludge Storage Tank and will be dewatered via centrifuges.

Dewatered biosolids are expected to be 19% ODS cake solids (range of 18% to 22% ODS). The anticipated dewatered biosolids volume is expected to be 2,500 wet tons per year (range of 2,300 to 2,600 wet tons per year). Based on an estimated weight of 18 wet tons per 30-CY container, this represents approximately 2 to 3 containers per week. The facility has a truck bay sized for a 30-yard rolloff to drive through (14’8” wide OHD x 14’0” tall OHD x 50’0” long bay).

Grit and screenings are generated from screenings washing compacting equipment, grit washing equipment and a 1.5 CY dumpster are located in the Headworks Building. Grit and screenings volume is expected to be approximately 100 CY/year.

Pick up days and times will be coordinated between the Town and the Proposer.

This WWTF is currently under construction; therefore, no biosolids analytical reports are available. A tour of the WWTF can be provided upon request.

3.0 Services to be Rendered:

Below is a list of the minimum proposal specifications, in addition to the minimum standards set forth in this document. The Proposer should feel free to include anything with the proposal that will benefit the Town.

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- The proposal will be in the form of a Proposal, and the term of the contract will be for a period of 3 years starting approximately July 1, 2019. The term of this contract shall be automatically extended and renewed for up to two (2) additional, successive one (1) year periods, unless either party gives written notice of termination to the other party not later than 60 days prior to the expiration of the initial term or any renewal term.
- Any legal and regulated beneficial use or disposal option for dewatered biosolids will be considered by the Town. Proposals shall be specific about the primary beneficial use or disposal method(s) to be utilized as well as the backup beneficial use or disposal method.
- All proposed beneficial use or disposal options must be lawful and must be performed under proper state permits. No waste may be disposed of improperly or in a non-licensed, non-qualified/non-state approved manner. To do so will constitute a violation of the contract between the respective parties.
- Dewatered biosolids will be collected by the Proposer (or designated representative) from the WWTF. The Proposer will assume all responsibility for the safe handling, transport, and beneficial use or disposal of the dewatered biosolids and grit and take title of the material after it leaves the WWTF.
- Access to the WWTF must be provided during business hours at all times and loaded dewatered biosolids shall not exceed any Federal DOT, State DOT or local road weight limits. The Town cannot ensure that loads are legal; however, the Town will be aware of the approximate weight of a typical load leaving the facility.
- All fees shall be provided on a "per wet ton" basis. Proposed fees, depending upon specific option, shall include container rental, transportation, and all processing and other charges. Proposed fees must be shown for both options. See last page of this RFP for the Proposal Fee Form.
- After the initial 3-year period (July 1, 2019 to July 1, 2022, during which time the per wet ton fee shall be fixed), the Proposer shall clearly stipulate in their proposal the annual increase for the successive one (1) year periods, starting July 1, 2022, should both parties decide to not terminate within 60 days of the end of the initial 3-year period.
- The basis and the method of calculation for any proposed surcharges, including fuel charges, must be stipulated in the proposal.
- A back-up beneficial use or disposal plan must be provided in case operational or financial problems develop with the Proposer's operation. The fees for the back-up plan will be the same as the regular beneficial use or disposal rate. Any extra costs incurred by the Town as a result of the back-up beneficial use or disposal plan will be paid for by the Proposer. Documented proof of back-up beneficial use or disposal capacity is required.
- The container used for hauling dewatered biosolids must be liquid tight and meet all state and federal standards and must be empty and clean and generally free from odors when delivered to the respective wastewater treatment plants.
- Dewatered biosolids containers will be hauled away within 24 hours after notification, including holidays and weekends. The Town and Proposer will agree upon an anticipated pick-up schedule in the Agreement; however, pick-up will be required within 24 hours after notification. If this cannot be accomplished, the Proposer must

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have a backup or alternate site where the biosolids can be hauled at the Proposer's expense.

- The Proposer will be responsible for all reporting associated with the beneficial use or disposal process in accordance with state and federal regulations. The Town will provide required biosolids testing results to the successful Proposer.
- The Proposer and the Town will promptly provide to each other all laboratory analyses and information which they obtain regarding the residuals and which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to the contract. Proposer will prepare and submit reports to the Town and to applicable regulatory agencies regarding the services covered in the contract.
- The successful Proposer may propose an alternate means of beneficial use or disposal during the course of the contract, as a result of a change in technology. The Proposer must submit descriptive information at time of the proposed change, as well as documentation that the technology meets any applicable local, state and federal requirements. The proposed change will only be accepted by written agreement with the Town.
- The successful Proposer (s) must submit invoices for beneficial use or disposal and transport no later than 14 days after the end of each month, including the end of the fiscal year (e.g., submit by July 7 for June 30 end of fiscal year).

4.0 Qualifications of Proposers

Proposer must have a minimum of 5-years of experience in beneficial use or disposal of dewatered wastewater biosolids. The Proposer will provide the Town with three (3) references that demonstrate the Proposer has met the experience requirements as mentioned above. Proposers must provide documentation that indicates the beneficial use or disposal facility has and is operating in accordance with local, State and Federal regulations. The Proposer will also provide documentation that indicates the processing facility has the capacity to treat the quantities of dewatered biosolids generated at the participating wastewater treatment plants over the life of the contract.

Proposer must provide documentation that demonstrates the financial stability of the contracting firm, such as annual reports and financial audits. Provide information for the last 3 years.

5.0 Insurance

Proposer must agree to procure and maintain, at its expense, commercial general liability insurance for protection from claims under the workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, which may arise from the performance of services hereunder. The minimum amounts of coverage are: General Liability \$2,000,000 each occurrence/\$2,000,000 aggregate; Automobile \$2,000,000; Excess Liability \$2,000,000 each occurrence/\$2,000,000 aggregate; and

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Professional Liability \$2,000,000 each occurrence/\$2,000,000 aggregate. The same coverage shall apply to any subcontractor used by the Proposer.

The Town shall be named an additional insured on all policies stipulated above. Proof of insurance will be required before any contracts are approved.

6.0 Indemnification

Proposer, by acceptance of the residuals identified in this Request for Proposal, agrees, for itself, its successors, and assigns to defend, indemnify, and hold harmless the Town, its officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from Proposer's handling, transporting, recycling or disposing of residuals, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Proposer or Proposer's breach of the terms and conditions of the Agreement. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the Town providing to the Proposer any Hazardous Waste or Non-Conforming Waste.

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7.0 Biosolids Reuse/Disposal Proposal Fee Form

The undersigned proposes to furnish the service, including all labor and materials required, based on the information contained in the Request for Proposals for the unit prices indicated below.

Item	Unit Price
<i>BIOSOLIDS</i> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered biosolids in 30-yard rolloff containers, including the rental of containers.	\$ _____ Per wet ton
<i>SCREENINGS & GRIT</i> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered grit and screenings, including the rental of containers.	\$ _____ Per wet ton

Primary Beneficial Use or Disposal Method	
Backup Beneficial Use or Disposal Method	

ADDENDA: Receipt of Addenda numbers _____ is hereby acknowledged and reflected herein.

SUBMITTED on _____, 2019

By _____
 (Proposer Name – Printed Name of Person Authorized to Sign)

By _____
 (Proposer Name – Signature of Person Authorized to Sign)

 (Title of Individual)

Business Name: _____

Business address: _____

Phone: _____ Email: _____