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**La Crosse County Solid Waste Department**

**Request for Proposal**

**Drainage Rock**

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**Section 1-Request for Proposal (RFP) Overview**

* 1. **Overview**

The La Crosse County Solid Waste Department, herein referred to as the County, is seeking a qualified vendor to provide a specified amount of drainage rock. The drainage rock will be used for cell development at the La Crosse Landfill.

**Section 2-Proposal Submittal Timeline**

1. **RFP Schedule**

The following is a list of dates for certain activities related to the RFP process:

Release of RFP…………………………………………………………..………………..…………….……..March 22nd, 2023

Vendor Meeting……………………………………………………………………….…………..……April 4thst at 1:00 PM

Deadline for approved vendors to Submit Proposals……………………………….May 17th, 2023 at 1 PM

Public Works and Infrastructure Committee……………….…………………………….…………………June 2023

**Vendor Meeting April 4th at 1:00 pm.** Questions regarding the RFP will be addressed during this meeting. The County may provide oral clarifications, explanations, or responses to inquiries; the County is not bound by any oral representation. Vendors must provide an email address to receive the meeting invitation.

Primary Contact:

Jackie Davis, Operations Coordinator, Solid Waste Department

Cell: (608) 790-1944

jdavis@lacrossecounty.org

Secondary Contact:

Jadd Stilwell, Director, Solid Waste Department

Direct: (608) 785-9769

jstilwell@lacrossecounty.org

1. **Request for Proposals Location and Amendments**

This RFP is posted on the La Crosse County website. The County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website. It is the vendor’s responsibility to be aware of amendments that are posted on the website. The address is: <https://www.lacrossecounty.org/RFP/default.htm>.

1. **Contacts Regarding Questions:**

Only those Contacts listed in one or more sections of this RFP may be contacted to discuss this RFP.

Procurement process questions:

Bryan Jostad

Purchasing Manager, Finance Department

(608) 785-5879

Jostad.Bryan@co.la-crosse.wi.us

1. **Submission of Proposals**

Interested vendors shall submit one (1) copy of their proposal **via DemandStar procurement website**. The DemandStar website is a procurement notification, document distribution and proposal collection website.Vendors must register on-line at https://network.demandstar.com/. Please call DemandStar at 1-866-273-1863 with questions.

**Proposals must be submitted via the DemandStar Website no later than May 17th by 1:00 pm**

**Proposals received after the above date and time will not be opened.**

1. **Opening of Proposals**

Proposals received in compliance with this RFP will be publicly opened at 1:05pm, May 17th in the following location:

La Crosse County Landfill
3200 Berlin Drive
La Crosse, WI 54601

At that time, the names of vendors who submitted a proposal(s) will be announced. Announcement of the names of the vendors who submitted a proposal(s) is not a guarantee that the proposal otherwise complied with the specifications of this RFP.

**2.6 Ownership of Proposals**

Proposals submitted on time become the property of the County upon submission, and the proposal will not be returned to the vendor. By submitting, the vendor agrees that the County may copy the proposal for purposes of facilitating the County’s evaluation.

**2.7 Other Information**

Vendors may submit any other information that is not described in this RFP that would be beneficial to the County. If in the interested vendor’s opinion, the County has overlooked anything material or relevant, such item(s) may be brought to the County’s attention and be included in the proposal for consideration.

**2.8 Public Records Law**

All proposals are subject to the Wisconsin Public Records Law.

**2.9 Public View of Proposals**

To the extent permitted by law, it is the intention of the County to withhold the contents of the proposals from public view, until such times as competitive reasons no longer require non-disclosure, in the opinion of the County. At that time, all proposals will be made available in accordance with the Wisconsin Public Records Law. It is intended that proposals will be withheld until after the RFP process has been completed.

**2.10 Incurred Costs**

The County is not responsible for any costs incurred by the vendors in the preparation of a response to this RFP.

**Section 3-Terms and Conditions**

**3.1** The County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

**3.2** The County reserves the right to re-issue any requests for proposals.

**3.3** Upon the selection of a finalist vendor, the County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this vendor. If the County, for any reason, is unable to reach a final agreement with this vendor; the County reserves the right to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal. The County may also elect to reject all proposals and re-issue a request for proposal.

**3.4** Clarification of proposals: The County reserves the right to obtain clarification of any point in a vendor’s proposal or obtain additional information.

**3.5** The County is not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of the County.

**3.6** The County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County.

**3.7** The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.

**3.8** The Vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Vendor, or its (their) agents and / or sub-contractors which may arise out of or connected with activities covered by this contract.

**3.9**  The selected vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

**3.10**  No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior written approval of the County.

**3.11**  Should the selected vendor merge or be purchased by another individual or firm contract continuation would be at the County's option.

**3.12**  Insurance

 **3.12.1** Vendor agrees that in order to protect itself as well as the Purchaser and La Crosse County, its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, Vendor will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

* Workers’ Compensation: minimum amount statutory
* Comprehensive General Liability: $1,000,000 per occurrence and in aggregate for bodily injury and property damage
* Excess Liability coverage: $1,000,000 over the General Liability

**3.12.2** The Purchaser shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Upon execution of this contract, the Vendor will furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall within five (5) working days cause notice in writing thereof to be given to Vendor by certified mail, addressed to its post office address. Purchaser shall cooperate with Vendor and its attorneys in defense of any action, suit or other proceedings.

**Section 4 - Background**

La Crosse County is the hub of a regional solid waste management system that serves residents, businesses and industry in this County, and in several surrounding counties in Wisconsin, Iowa, and Minnesota. Our system provides reuse, resource recovery, recycling and disposal services, in addition to programs designed to reduce the toxicity of various waste streams. Most of these services are managed at the La Crosse County Solid Waste Facility. Resource recovery activities are conducted at the Xcel Energy waste-to-energy facility on French Island. The services offered by our system are consistent with the State of Wisconsin's preferred waste management hierarchy. As a publicly-owned, privately-operated system, we are focused on managing waste locally. This full-service approach is vital to our environmental and economic sustainability.

The vendor selected during this RFP process will establish a vendor for supplying rock needs for the Department. Due to the volume of granular drainage material required, the Solid Waste Department is taking the proactive initiative of selecting a vendor to acquire the drainage material before the cell development begins. Vendors are to designate stockpile locations as part of the bid tab sheet and must assure the Solid Waste Department the volume and integrity will not be comprised. The location of the stockpile and the subsequent transportation costs will also be considered during the evaluation of proposals. The specified volume of granular drainage material shall be available at the proposed storage location by June of 2025 for Phase IX Module 1 and by June of 2028 for Phase IX Module 2. The vendor selected is to stockpile the drainage rock and also provide loading services. The storage location shall be accessible to trucks from an alternative vendor.

**Section 5 – Granular Drainage Material**

Material Specifications:

1. Materials will be from off -site sources.
2. Drainage material shall be unfrozen, free of roots, organic material, trash, angular objects.
3. Leachate collection trench aggregate specifications {Modified AASHTO No. 4 (M43-88, AASHTO)}:
	1. Aggregate for leachate collection trench shall be washed, non-calcareous material excluding crushed carbonate quarry rock, crushed concrete or salvaged bituminous material.
	2. The leachate collection trench aggregate shall be:
		1. washed, rounded to sub-angular gravel as defined by ASTM D248
		2. durable particles free of cracks
		3. free of inorganic impurities
		4. hydraulic conductivity >1cm/sec
		5. <5% calcium carbonate by acid test
		6. meeting the particle size distribution of Modified AASHTO No. 4 Aggregate below:

|  |  |
| --- | --- |
| Sieve Size | Precent Passing |
| 1-1/2 inch | 100 |
| 1-inch | 20-55 |
| ¾ inch | 0-15 |
| 3/8 inch | 0-15 |
| No. 4 | <5% |
| No. 200 | <2% |

1. Leachate drainage layer material specifications {Modified AASHTO No. 6 (M43-88, AASHTO)}:
	1. Aggregate for leachate drainage blanket shall be washed, non-calcareous material excluding crushed carbonate quarry rock, crushed concrete or salvaged bituminous material.
	2. The leachate drainage blanket aggregate shall be:
		1. washed, rounded to sub-angular gravel as defined by ASTM D248
		2. durable particles free of cracks
		3. free of inorganic impurities
		4. hydraulic conductivity >1cm/sec
		5. <5% calcium carbonate by acid test
		6. meeting the particle size distribution of Modified AASHTO No. 6 Aggregate below:

|  |  |
| --- | --- |
| Sieve Size | Precent Passing |
| 1 inch | 100 |
| ¾ inch | 95-100 |
| ½ inch | 20-55 |
| 3/8 inch | 0-15 |
| No. 4 | <5% |
| No. 200 | <2% |

1. Borrow Area or Stockpile Prequalification including material testing shall be the responsibility of and costs will be paid by the Contractor:
	1. A minimum of one (1) sample of each material type for each 2,000 cubic yards of drainage material to be stockpiled shall be tested to demonstrate compliance with material specifications parameters specified above in items 3 and 4.
	2. Testing of the granular drainage material shall be performed by an independent laboratory at the expense of the Contractor.
	3. Contractor shall notify Owner/Engineer at a mutually agreeable time to allow inspection of the granular drainage material borrow areas or stockpiles when collecting material samples.

Stockpile Requirements and Procedures (Bid Form 1)

1. The granular drainage material shall be placed and protected to avoid contamination from other materials.
2. The granular drainage material shall be stockpiled to enable full recovery of acquired volume
3. Stockpiled materials shall be placed in separate piles to avoid commingling of different gradation specifications
4. The specified volume of granular drainage material shall be accumulated at the proposed storage location by June of 2025 for Phase IX Module 1 and by June of 2027 for Phase IX Module 2.
5. Stockpile location must be identified with Bid Tabulation form along with estimated stockpile quantities.

Stockpile Requirements and Procedures (Bid Form 2)

1. The granular drainage material shall be placed and protected to avoid contamination from other materials prior to transport.
2. The granular drainage material shall be stockpiled at the designated location within the Landfill Complex located at 3200 Berlin Drive, La Crosse WI 54601.
3. Stockpiled materials shall be placed in separate piles to avoid commingling of different gradation specifications
4. The specified volume of granular drainage material shall be delivered to the La Crosse County Solid Waste Department’s proposed storage location by June of 2025 for Phase IX Module 1 and by June of 2028 for Phase IX Module 2.

Project Conditions (Bid Form 1)

1. All granular drainage materials for use in drainage layer construction shall be pre-qualified and meet the requirements of the material specifications.
2. Any reworking of the granular drainage material due to inadequate test results as defined shall be performed at no cost to Owner.
3. Contractor shall be responsible for the costs associated with all passing and failing tests.
4. Contractor shall stockpile, protect and store granular drainage material for Owner at Contractor’s designated facility.
5. Owner will arrange and pay for transportation of the granular drainage material from the Contractor’s facility to the Site.
6. Contractor shall be responsible for loading trucks that transport material to the Site.
7. Contractor shall provide Owner, or delegate, adequate access to the granular drainage material stockpiles to facilitate transportation of material.
8. Owner reserves the right to reject materials that are contaminated and/or do not meet project specifications outlined in the Material Specifications. Costs related to testing contaminated materials shall be at the expense of the Contractor.

Project Conditions (Bid Form 2)

1. All granular drainage materials for use in drainage layer construction shall be pre-qualified and meet the requirements of the material specifications.
2. Contractor shall be responsible for the costs associated with all passing and failing tests.
	1. Any reworking of the granular drainage material due to inadequate test results as defined shall be performed at no cost to Owner.
3. Contractor shall stockpile, protect, and store granular drainage material for Owner at designated location at the Landfill Complex located at 3200 Berlin Drive, La Crosse WI 54601.
4. Owner will pay for transportation of the granular drainage material from the Contractor’s facility to the Site as part of bid form 2.
5. Contractor shall be responsible for loading trucks that transport material to the Site and stockpiling material at the Landfill Complex.

Owner reserves the right to reject materials that are contaminated and/or do not meet project specifications outlined in the Material Specifications. Costs related to testing contaminated materials shall be at the expense of the Contractor.

Measurement and Payment

1. Contractor is responsible for requested borrow source testing costs
2. Payment terms are as follows:
	1. 30% guaranteed payment will be issued upon completion of 50% of the guaranteed volume of material stockpiled. Payment is contingent upon passing material testing.
	2. 60% of guaranteed payment will be issued upon completion of 100% of the guaranteed volume of material stockpiled. Payment is contingent upon passing material testing.
	3. 100% of unit price payment amount subsequent to placement of 100% of the material at the La Crosse County Landfill. Final volume calculations will be based upon tonnage. Under Bid Form 1-Contractor shall provide a scale certified in accordance with Chapter ATCP 92 Weights and Measures, Wis. Admin. Code at each stockpile location. Under Bid Form 2-Contractor shall provide certified scale tickets for each load brought to the Landfill Complex located at 3200 Berlin Drive, La Crosse WI 54601.
	4. Other terms as proposed by Contractor will be considered.

Tonnage calculations shall be based off of certified scale tickets from each stockpile location. In place volume requirements for granular drainage materials are estimated to be as follows:

Modified AASHTO No. 4:

Phase IX Module 1: 391 CY- Estimated 660 tons

Phase IX Module 2: 220 CY- Estimated 380 tons

Modified AASHTO No. 6:

Phase IX Module 1: 7,821 CY- Estimated 13,200 tons

Phase IX Module 2: 7,106 CY- Estimated 12,000 tons

Submit initial test reports on granular drainage material to document compliance to requirements of Material Specifications. Submit to Engineer at least two (2) weeks prior to the start of materials stockpile placement if the specified material is accessible for testing. If the specified material is not accessible for prior testing, testing may occur while material is being stockpiled.

Submit proposed stockpile location with bid package.

**Section 6-Cost**

Vendors shall complete **Appendix A and Appendix B**, on page 12 and return with proposal.

**Section 7- Evaluation of Proposals**

7.1 Evaluation Criteria

La Crosse County will evaluate the proposals using the criteria described below.

|  |  |
| --- | --- |
| Category | Points |
| Qualifications | 30 |
| Cost | 70 |
| Evaluation Total | 100 |

7.2 Evaluation

The proposals will be reviewed by an evaluation team. Each proposal shall receive an evaluation.

7.3 Final Approval of Vendor
The evaluation team will make a recommendation to the Public Works and Infrastructure Committee in June of 2023. The Public Works and Infrastructure Committee will vote on this recommendation to approve or reject.

**Appendix A: Bid Form 1**

 Per Price

Modified AASHTO No. 4 (Drainage Collection trench):

Phase IX Module 1: 391 CY (Estimated 660 TONS) TON/Stockpiled \_\_\_\_\_\_\_\_\_\_\_

By June 2025

 TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

Stockpile Location(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimate Volume(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phase IX Module 2: 220 CY (Estimated 380 TONS) TON/Stockpiled \_\_\_\_\_\_\_\_\_\_\_

By June 2028

 TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

Stockpile Location(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimate Volume(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Modified AASHTO No. 6 (Drainage Blanket):

Phase IX Module 1: 7,821 CY (Estimated 13,200 TONS) TON/Stockpiled \_\_\_\_\_\_\_\_\_\_\_

By June 2025

 TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

Stockpile Location(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimate Volume(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phase IX Module 2: 7,106 CY (Estimated 12,000 TONS) TON/Stockpiled \_\_\_\_\_\_\_\_\_\_\_

By June 2028

 TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

Stockpile Location(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimate Volume(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix B: Bid Form 2**

**La Crosse County Landfill Complex Stockpile**

 Per Price

Modified AASHTO No. 4 (Drainage Collection trench):

Phase IX Module 1: 391 CY (Estimated 660 TONS) TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

By June 2025

Phase IX Module 2: 220 CY (Estimated 380 TONS) TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

By June 2028

Modified AASHTO No. 6 (Drainage Blanket):

Phase IX Module 1: 7,821 CY (Estimated 13,200 TONS) TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

By June 2025

Phase IX Module 2: 7,106 CY (Estimated 12,000 TONS) TON/Delivered \_\_\_\_\_\_\_\_\_\_\_

By June 2028