

# La Crosse County Solid Waste Department

# **Request for Proposal**

# **Wood Chip Hauling Services**

Section 1:	RFP Overview	3
Section 2:	Proposal Submittal Timeline	3
Section 3:	Terms & Conditions	5
Section 4:	Background	7
Section 5:	Scope of Work	7
Section 6:	Evaluation	7
Section 7:	Acknowledgements and Fee Schedule	9

# Section 1-Request for Proposal (RFP) Overview

## 1.1 Overview

The La Crosse County Solid Waste Department, herein referred to as the County, seeks to select a vendor to provide wood chip hauling for the La Crosse County Landfill to the Xcel Energy French Island Facility. The contract is for three (3) years beginning March 1<sup>st</sup>, 2025 to March 31<sup>st</sup>, 2028 with a possible two (2) year extension.

# Section 2-Proposal Submittal Timeline

## 2.1 RFP Schedule

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

Release of RFP.....January 13th, 2025

Deadline for approved vendors to Submit Proposals.....January 27<sup>th</sup>, 2025, at 1:00 PM

Public Works and Infrastructure Committee......February 10th, 2025

Primary Contact: Jackie Davis, Operation's Coordinator Cell: (608) 790-1944 jdavis@lacrossecounty.org

Secondary Contact: Jadd Stilwell, Director, Solid Waste Department Direct: (608) 785-9769 jstilwell@lacrossecounty.org

# 2.2 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: <u>https://www.lacrossecounty.org/RFP/default.htm.</u>

# 2.3 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

#### 2.4 Submission of Proposals

RFP shall be submitted in complete original form. No faxed or emailed proposals will be accepted. The RFP shall be sealed and marked **"Wood Chip Hauling Services Bid".** Interested vendors shall submit one (1) copy of their proposal **in a paper form.** 

#### or (1) copy in an electronic format (jump drive)

Sealed proposals must be delivered no later than January 27<sup>th</sup>, 2025, at 1:00 PM

Solid Waste Department C/O Jadd Stilwell, Director 3200 Berlin Drive La Crosse, WI 54601

Proposals received after the above date and time will be returned unopened.

#### 2.5 Opening of Proposals

Proposals received in compliance with this RFP will be publicly opened at 1:05 PM, January 27<sup>th</sup>, 2025, 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 becomes 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: \$500,000 per occurrence and in aggregate for bodily injury and property damage
- Excess Liability coverage: \$500,000 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.

## Section 5 – Scope of Work

The County receives clean wood wastes for recycling at their facility located at 3240 Berlin Drive, La Crosse, WI 54601. The County contracts grinding services to a third party to produce an end product suitable for mixing and combustion at the Xcel Energy French Island Generating Plant ("Xcel"). The County contracts loading services to a third party for loading wood chip loads.

The County is seeking a hauling provider that meetings the following requirements:

- 1. Has or has the capability to obtain a fuel agreement with Xcel Energy Corporation and meet Xcel's insurance requirements.
- 2. Coordinate wood chip deliveries with Xcel under Xcel's fuel division and French Island Plant.
- 3. Responsible for providing all equipment and labor necessary to transport the material from the County facility to Xcel.
  - a. Including a tractor trailer with the capacity to haul a minimum of Twenty (20) tons of wood chips.
  - b. Has a spilt rear door for facilitating unloading woods chips on tipping ramp at Xcel.
  - c. Trailer must have landing gear that is no farther than 35 feet from the rear end of the trailer.
- 4. Will be responsible for transporting the woods chips to the Xcel facility, scaling the wood chips at the Xcel scale to obtain the load weights, announcing at the scale that the wood chips are from the La Crosse County facility and then unloading the wood chips at Xcel in compliance with Xcel's policies.
- 5. Invoicing must be provided to the County within thirty (30) days of service.

# Section 6 – Evaluation

**6.1** Hauler shall complete and submit a **Section 7 Fee Schedule** on page 9 for services and submit.

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

Category	Points
Vendor Capabilites	50
Cost	100
Response Time Ability	50
Evaluation Total	200
Vendor History	0 to -15

## 6.3 Vendor History with La Crosse County

The services requested in this RFP are crucial to an important public service performed by the La Crosse County Solid Waste Department. As part of this evaluation, a vendor may have up to 15 points subtracted based on the vendor's historical integrity regarding health and safety policies as part of the Hauler's permit. Vendors with no previous history will be scored a zero.

### 6.4 Evaluation

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

### 6.5 Final Approval of Vendor

The evaluation team will make a recommendation to the Public Works and Infrastructure Committee on February 10<sup>th</sup>, 2025.

# Section 7 – Acknowledgments and Fee Schedule for submittal

Vendor acknowledges the requirements of Section 5 (Circle one): Yes/No

Capabilities: Business Name:	
Number of Trucks:	
Number of Employees:	

Fee Schedule –

Cost per load to transport wood chips: \$\_\_\_\_\_ per Load