

Request for Proposals
for
**Environmental Monitoring,
Groundwater, and Reporting Services**
October 31, 2016
City of Sioux Falls, South Dakota
Proposal Request No. 16-0185

Prepared by:

City of Sioux Falls
Landfill Division and Purchasing
Division
October 24, 2016

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Request for Proposals for 2017 Environmental Monitoring, Groundwater, and Reporting Services

Section 1 Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the "City"). The purpose of this RFP is to establish a contract with a qualified firm to procure the professional services for environmental monitoring, groundwater, and reporting services for the Sioux Falls Regional Sanitary Landfill (SFRSL), which is owned and operated by the City. The services associated with this project will consist of, but not limited to, the monitoring and reporting requirements of the groundwater monitoring network and landfill gas collection and control system (GCCS).

1.02 Contact Person, Telephone, Fax Number, and Email

David Dekker, Purchasing Specialist, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

David Dekker, Purchasing Specialist

Phone: 605-367-8833

Email: ddekker@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP issued: October 31, 2016
- Deadline for questions: November 28, 2016
- Proposals due: December 15, 2016
- City issues Notice of Intent to Award a Contract approximately: January 6, 2017
- City issues contract approximately: January 13, 2017

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original hard copy (marked "Original") and four (4) hard copies of the proposal in a sealed envelope or package.

Cost Proposal is to be submitted in a separate sealed envelope or package, clearly labeled "Cost Proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Engineering Office
Attention: David Dekker, Purchasing Specialist
RFP No. 16-0185
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central Standard Time, on December 15, 2016**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City of Sioux Falls ("City") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to David Dekker, Purchasing Specialist, at ddekker@siouxfalls.org. Answers to questions will be posted on the RFP website. The deadline for questions is 12 p.m. Central Standard Time, November 28, 2016.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., December 2, 2016.

Responding firms are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting firm.

1.06 Notice Provided

The Request for Proposal and any amendments to the RFP will be posted on the following website: www.siouxfalls.org.

1.07 Letter of Interest

Vendors interested in receiving any notices related to this RFP are required to contact the Purchasing Specialist with the name of their firm, contact person, mailing address, telephone number, fax number, and email address. The sole purpose of the Letter of Interest is to provide the City with a contact person to receive any notices related to the RFP. Submission of a Letter of Interest is not a requirement for submitting a proposal to this RFP. The City must receive the Letter of Interest from the vendor by December 2, 2016.

Section 2 Scope of Work

2.01 Introduction

The City is requesting proposals for Environmental Monitoring, Groundwater, and Reporting Services for the Sioux Falls Regional Sanitary Landfill.

2.02 Background

The Sioux Falls Regional Sanitary Landfill is located approximately 5 miles west of Sioux Falls, South Dakota, and is the largest landfill in the state of South Dakota. The landfill serves a population of approximately 260,000 in a five-county region, which includes Minnehaha, Lake, Lincoln, McCook, and Turner Counties. The landfill started accepting municipal solid waste (MSW) in 1979 and currently has a projected closure date of 2080.

The landfill property encompasses approximately 709 acres—260 acres is permitted for MSW and 60 acres for Construction and Demolition Waste (C&D). The landfill currently operates with numerous permits and has an active landfill gas collection and control system (GCCS).

The firm is strongly encouraged to inspect the site and associated hydro-geological reports prior to submitting their proposal. Submission of the proposal shall be conclusive evidence that the firm has examined and is familiar with the site conditions and the compatibility of the on-site sampling collection system with the firm's equipment to be utilized. Prior to any site inspections at the SFRSL, the firm must contact Dustin Hansen, Sanitary Landfill Superintendent, at (605) 367-8162.

2.03 General Billing Requirements

The City seeks an efficient billing process. The City requires invoicing to each account, as requested, at no additional charge to the City. The billing format will be reviewed and approved by the contract administrator prior to the final contract agreement. Offeror must thoroughly describe their ability to accept and process orders using purchase orders or

purchasing cards. Offerors must also discuss their ability to receive online payment via purchase card, receive an electronic funds transfer from the City, and/or a seamless electronic interface to City accounting systems.

The City **will not** accept fuel surcharges, delivery charges, or any other miscellaneous fees and/or surcharges.

Offerors are invited to provide any other information that they feel is relevant to this RFP process. For example, would the Offeror provide any additional services at no cost to the City or assist the City in evaluating its existing needs and future needs.

2.04 Scope of Work—General Specifications

The following tasks shall be completed by the firm as part of the current version of the Comprehensive Monitoring Plan for the Sioux Falls Regional Sanitary Landfill. A site map of the facility is attached as Figure 1.

1. Compliance Requirements

The SFRSL is regulated by public law and statutes and other federal, state, and local regulations. Unless otherwise specified, it shall be the firm's responsibility to identify the applicable federal, state, and local laws and regulations and apply the procedures as required.

2. Health and Safety Plan and Site-Specific Health and Safety Plans

i. Safety and Health (General)

In the course of conducting activities pursuant to this Scope of Work, the firm must perform on-site work. The firm shall develop and implement safety and health and emergency response programs/plans for activities which involve employee exposure or the reasonable possibility for employee exposure to safety and health hazards. The firm shall review all information provided and develop the necessary documents that contain the health and safety criteria, procedures, and practices sufficient to protect on-site personnel, the environment, and potential off-site receptors from chemical and physical hazards. The firm is solely responsible for the health and safety of its employees.

ii. Safety Procedures

Environmental samples obtained could contain constituents harmful to human health and the environment. Decomposing refuse generates methane gas. Confined spaces may be oxygen deficient and may contain harmful and/or explosive gasses. Sample collection in confined spaces will be coordinated through the Sanitary Landfill Superintendent. The landfill has several areas considered to be confined space. Safety procedures should be adhered to in order to maintain a safe working situation.

The City makes no guarantee as to the composition of the samples taken. Firm and Landfill Technicians/Operators must use caution at all times when handling samples.

3. Special Notifications

i. Health Risk

The firm shall immediately report to the Sanitary Landfill Superintendent, via telephone or in person, any data or results generated during this Scope of Work that may indicate any potential imminent health risk or violation of federal, state, or local laws. Following this notification, a written notice with supporting documentation shall be prepared and delivered within three (3) days. Upon request from Landfill management, the firm shall provide all pertinent data within three (3) weeks of the notification.

The firm shall identify potentially significant health and safety problem areas as they arise while providing the technical support required by this Scope of Work.

ii. Questions from the Public

The firm shall refer all questions from the public to the Sanitary Landfill Superintendent.

iii. Scope of Work Guidance

The firm is cautioned to take no guidance from any source during the course of this effort which deviates from the requirements stated in the Scope of Work. The firm shall immediately notify Landfill management of any such requests.

4. Deliverables

All “hard copy” deliverables shall be submitted on recycled content paper and printed double-sided unless otherwise specified.

Deliverable	Due Date
Monthly Monitoring Report	30 days after sampling occurred, but no later than the 15th of the following month
Quarterly Reports	30 days after the end of each quarter
Groundwater Monitoring Annual Report	Draft report due to City by February 15 of the proceeding calendar year
Groundwater Monitoring Annual Report	Final version due to the SDDENR by April 1 of the proceeding calendar year
Special Sampling—Laboratory Report	24 hours

i. Ownership of Deliverables

All data, reports, and material relative to this work are the property of the City and shall not be released by the firm, subcontractors, or their employees without written authorization from the Sanitary Landfill Superintendent.

2.05 Scope of Work—Tasks

Task 1: Annual Review and Update of the Comprehensive Monitoring Plan

The selected firm shall review and update on an annual basis the Landfill's Comprehensive Monitoring Plan (CMP) as needed. This will require the firm to evaluate the current CMP and provide recommendations for any changes that are felt necessary. These changes will be provided in draft form to Landfill management, and changes will only be made upon his or her approval. If any significant changes are made to the CMP, the firm will submit a copy to the SDDENR and explain in detail to them of the changes. A copy of the current CMP will be provided upon award of the contract.

Task 2: Monitoring Well Sampling and Reporting

The City currently has 35 monitoring wells that need to be monitored on a semi-annual basis: May and November of each calendar year. These wells are broken down into the following categories: state-required monitoring wells, background wells, and City monitoring wells. Services shall include site mobilization/demobilization, equipment and equipment decontamination, field labor, documentation and chain-of-custody procedures, bottle preparation, sample filtering and preservation, and sample transport or shipping to the laboratory. The firm shall follow the procedures set forth in the current CMP until the Master Plan is approved under Task 1 above.

Monitoring well locations can be located on attached Figure 1.

Quality control sample collection and analysis should be included as part of the proposal for all groundwater sampling and reporting. Please include costs for sample collection and analysis of quality control samples as outlined below.

The collection schedule for QA/QC samples will be as follows:

1. One trip blank (composed of three replicate vials) for each cooler of VOC samples.
2. One field method (equipment) blank each day by each field sampling crew (or one field blank for every tenth primary sample if it results in more blanks collected).
3. At least one replicate set for every ten sets of samples collected.
4. One low-level mercury field method blank using laboratory-supplied blank water per low-level mercury sampling event.

For each type of QA/QC sample, containers will be prepared and submitted for the following analyses:

1. Trip blank: purgeable halocarbons, purgeable aromatics.
2. Field methods (equipment) blank: purgeable halocarbons, purgeable aromatics, trace metals, nonvolatile organics.
3. Replicates: purgeable organics, nonvolatile organics, and trace metals.

As part of the monitoring sample collection and laboratory analysis, the firm will:

- Notify the City of the firm's anticipated sampling dates and confer on the monitoring schedule.
- Firm personnel will check in and check out with Landfill personnel at the Landfill Scale House.
- Upon leaving each day, firm personnel will provide a summary and/or chain-of-custody for the day's activities.
- Upon completion of each monitoring event, the firm will provide the City with a completed copy of chain-of-custody.

The firm is to provide a cost estimate for this task as stated and to provide a time and materials (T&M) cost schedule. The City will use the T&M schedule if any additional groundwater sampling is required or requested by the City.

1. State-required Groundwater Sampling and Reporting

The City currently has 31 monitoring wells, and sampling at the site occurs on a semiannual basis in the spring and fall: typically in May and November. Wells in the State Monitoring Network will be sampled for RCRA Subtitle D (RCRA) Appendix I volatile organic compounds (VOCs), alkalinity, ammonia, nitrate/nitrite, chloride, sulfate, sulfide, biochemical oxygen demand (BOD), chemical oxygen demand (COD), total organic carbon (TOC), total metals (iron, manganese, calcium, sodium, and potassium), and dissolved metals (iron and manganese). State network monitoring wells MW-13R and MW-44ox are in assessment monitoring due to low-level detections of Appendix I VOCs. Therefore, these wells are also sampled for RCRA Appendix II Organic Parameters (VOCs, semi-volatile organic compounds [SVOCs], pesticides, polychlorinated biphenyls [PCBs], and herbicides) and cyanide during the spring sampling events. However, no Appendix II parameters have been detected at the site during the past five Appendix II monitoring events. Therefore, the site proposes to reduce the sampling frequency for the full Appendix II parameter list to once every three years. Monitoring wells MW-13R and MW-44ox will remain in assessment monitoring with semiannual sampling for Appendix I parameters and sampling for the full list of Appendix II parameters once every three years.

A schedule for sampling is included in document titled Table 5 Groundwater Well Summary. The parameters, bottles, preservatives, and methods are presented in the document titled Table 6 Semi-Annual Groundwater Monitoring Parameters.

- After the semi-annual sampling events have been completed and the sample data has been received from the laboratory, the data will be compiled into the respective semi-annual reports and an annual report.
- For compliance with ARSD 74:27:13:22 **Recordkeeping** and 74:27:19:06 **Detection Monitoring Procedures**, statistical analysis will be performed on the groundwater monitoring data for the inclusion in an annual report. The annual report will be submitted to the City for

review and a meeting will be held with the firm and City to discuss the report. Once the report has been finalized, it will be submitted to the SDDENR by April 1 of the following year.

- Groundwater network may need to be evaluated and required modifications during the duration of this contract. Modifications will be proposed and implemented as authorized. The firm may need to travel to the SDDENR offices for annual report discussions and/or clarifications of modifications to the GWMP or monitoring network.
- The firm will comply with all permit conditions and notify Landfill management of any potential issues.

2. City-requested Groundwater Sampling and Reporting

The City currently has four “City” monitoring wells that need to be monitored for water levels only on a semi-annual basis: May and November of each calendar year. These will be monitored in conjunction with the state-required monitoring wells.

Please refer to document titled Table 5 Groundwater Well Summary of this RFP for list of “City” monitored wells.

Task 3: Methane Monitoring

For compliance with ARSD 74:27:13:26 **Methane Gas Monitoring**, measurement of the percent lower explosive limit (%LEL), the firm will be responsible for the completion of the following:

- Measurement of %LEL from each of the facilities’ 35 monitoring wells on a quarterly basis. Samples will be taken in the well’s head space as soon as the well cap is opened. Two of the quarterly events will be completed in conjunction with the semi-annual groundwater sampling events.
- All buildings on the site which include the Landfill Scale House, maintenance shop, gas compressor building, public drop-off storage building, public drop-off guard shack, leachate pond building, two equipment storage buildings, and two tornado shelters.
- Prepare a report for each quarterly event and submit to the City no later than 30 days after the monitoring event has occurred. Data from each quarterly event will be included in the annual report.
- The firm will comply with all permit conditions and notify Landfill management of any potential issues.

Locations for each monitoring location are located on Figure 1, which is attached to this RFP.

As part of the methane monitoring, the firm will:

- Notify the City of the firm’s anticipated sampling dates and confer on the monitoring schedule.

- Firm personnel will check in and check out with Landfill personnel at the Landfill Scale House.
- The firm will communicate with the Landfill Environmental Technicians on the sampling schedule and have approval to access the landfill gas compressor building.
- Upon completion of each monitoring event, the firm will provide the City a field data sheet(s) and complete copy of chain-of-custody.
- Upon leaving each day, firm personnel will provide a summary of the day's field activities and leave a copy at the Landfill Scale House.

The firm is to provide a cost estimate for this task as stated and to provide a T&M cost schedule. The City will use the T&M schedule if any additional methane monitoring is required or requested by the City.

Task 4: Compost Sampling and Compost Leachate Monitoring

The City currently produces compost in a designated area of the landfill property. The amount of unfinished and finished compost can vary at certain times of the year. The area in which the compost is produced and stored is on the north central part of the landfill property. The water shed off of this area is all directed to one compost leachate pond. These two areas can be found on Figure 1, which is attached to this RFP. The firm will be responsible for the following items:

- Compost samples will be obtained from finished lots and analyzed for the presence and concentration of primary, secondary, and micro-nutrients (nitrogen, phosphorus, potassium, calcium, magnesium, sulfur, boron, chloride, cobalt, copper, iron, manganese, molybdenum, sodium, and zinc), metals (arsenic, cadmium, chromium, lead, mercury, nickel, and selenium), PCBs, and pesticides (Dicamba, 2,4-D, MCPA, Picloram, and Clopyralid). For the purpose of this RFP, the firm will need to provide costs for approximately four samples of compost to be analyzed per year: two in midsummer and two in late fall. The sampling containers, preservatives, methods, and holding times to be used for parameter and parameter group are identified in the document titled Table 9 Compost Monitoring Parameters.
- One set of fluid samples will be obtained from the compost leachate ponds on an annual basis and analyzed for the presence and concentration of total metals (boron, cadmium, chromium, hexavalent chromium, copper, iron, manganese, and zinc), nutrients (ammonia, nitrate+nitrite, TKN, and phosphorus), nitrate as N, potassium, BOD, and pH. The sampling containers, preservatives, methods, and holding times to be used for parameter and parameter group are identified in the attached documents titled Table 7 Annual Compost Leachate Monitoring Parameters and Table 8 Five-Year Compost Leachate Monitoring Parameters.

As part of the compost sampling and compost leachate monitoring, the firm will:

- Notify the City of the firm's anticipated sampling dates and confer on the monitoring schedule.
- Firm personnel will check in and check out with Landfill personnel at the Landfill Scale House.

- The firm will communicate with the Landfill Environmental Technicians on the sampling schedule and have approval to access the landfill and other appropriate areas.
- Upon completion of each monitoring event, the firm will provide the City a field data sheet(s) and complete copy of chain-of-custody.
- Upon leaving each day, firm personnel will provide a summary of the day's field activities and leave a copy at the Landfill Scale House when checking out.

The firm is to provide a cost estimate for this task as stated and to provide a T&M cost schedule. The City will use the T&M schedule if any additional sampling is required or requested by the City.

Task 5: Landfill Gas Data Management, Sampling, and Reporting

The City's landfill gas system is currently managed and operated by City staff. The landfill gas system is comprised of approximately 150 vertical and horizontal wells, a landfill gas (LFG) flare, and LFG conditioning plant. The primary responsibility of the firm as it pertains to this task will be to provide management of all data collected. The City will be responsible for all field work and collection of data. It is anticipated that the firm will not need to complete any required field work, but may require a site visit for specifics of the system.

The City will provide the data collected to the firm. The firm will provide an expert review of all data and incorporate into a quarterly report. The report will highlight trends within the system, identify potential performance issues, and provide expert recommendations on how to improve the overall performance. The firm will also provide any training to City staff as it relates to this effort. In addition, the firm will provide consulting services as it relates to the LFG system. The firm may choose to use existing software in the management of this data with prior approval from the Sanitary Landfill Superintendent.

The second part of this task will to provide LFG sampling and reporting as it pertains to the City's agreement with POET Biorefining. The City currently has an agreement that the LFG will be sampled and analyzed on a semi-annual basis. The semi-annual events will be performed in the spring and fall of each calendar year. The sample will be taken from the LFG compressor building from a designated sample port. The firm will be responsible for the following:

- LFG will be sampled from the gas compressor in accordance with the LFG sampling plan on a semi-annual basis.
- The analytical parameters outlined by the agreement include natural gases by method ASTM-1945, VOCs by method EPA TO-15, sulfur gases by method ASTM-5504, and siloxanes. A full list of these parameters is attached in the document titled Table 4 Landfill Gas Monitoring Parameters.
- Analytical data will be transmitted electronically to the City.
- Quality control sample collection and analysis should be included as part of the proposal for all LFG sampling and reporting.

As part of the LFG sample collection and laboratory analysis, the firm will:

- Notify the City of the firm's anticipated sampling dates and confer on the monitoring schedule.
- Firm personnel will check in and check out with Landfill personnel at the Landfill Scale House.
- The firm will communicate with the Landfill Environmental Technicians on the sampling schedule and have approval to access the landfill gas compressor building.
- Upon completion of each monitoring event, the firm will provide the City a field data sheet(s) and complete copy of chain-of-custody.
- Upon leaving each day, firm personnel will provide a summary of the day's field activities and leave a copy at the Landfill Scale House.

The firm is to provide a cost estimate for this task as stated and to provide a T&M cost schedule. The City will use the T&M schedule if any additional sampling is required or requested by the City.

Task 6: MSW Leachate Sampling and Reporting

The City's leachate collection system operates continuously and is comprised of the East MSW Disposal Area, West MSW Disposal Area, and the Emergency MSW Cell (previously referred to as the Pilot Study). The firm will be responsible for the following tasks:

- For compliance with the Specialty Wastewater Discharge Permit (SWDP), effective January 1, 2016. One set of fluid samples will be obtained from the West MSW leachate pond (referred to as MPRL03), East MSW leachate pond (referred to as MPRL02), and the Emergency Cell UST (referred to as MPRL01) on a monthly and semi-annual basis in which discharge occurs each semi-annual event will take place the first month in which discharge occurs.
- Monthly and semi-annual monitoring requirements for monitoring points MPRL01, 02, and 03 can be found on Figure 2 of this RFP.
- Semi-annual leachate sampling will be performed in conjunction with other sampling tasks.
- One set of leachate samples from monitoring points MPRL02 and MPRL03 will be sampled on an annual basis. The annual sampling event will occur in the third quarter of the calendar year. The annual sampling will take place the first or second week of the month. The sampling containers, preservatives, methods, and holding times to be used for parameter and parameter group are identified in the attached document titled Table 2 Semi-Annual and Annual Leachate Parameters.
- One set of leachate samples from the monitoring point MPRL01 will be sampled on an annual basis. The annual sampling event will occur in the third quarter of the calendar year. The annual sampling will take place the first or second week of the month. The sampling containers, preservatives, methods, and holding times to be used for parameter and

parameter group are identified in the attached document titled Table 2 Semi-Annual and Annual Leachate Monitoring Parameters.

- Firm is to follow leachate sampling procedures outlined in the CMP for each event.
- Monthly leachate discharge quantities from the East MSW and West MSW will be submitted to the City in the Monthly Self-Monitoring Report (MSMR). City staff will send the monthly quantities to the firm. The MSMRs will be submitted by the 15th of the following month in which the discharge occurred. Each MSMR will include the total volume of leachate discharged from the East MSW and West MSW, a list of any violations of the Conditional Discharge Approval letter or Wastewater Discharge Permit, and a table detailing the number of tanker truck loads and the amount of leachate discharged for each load. The monthly, semi-annual, and annual leachate sampling results will also be included in the MSMRs for the months that correspond with the discharge and sampling events.
- Monthly leachate discharge quantities from the Emergency MSW Cell will be submitted to the City in the Monthly Self-Monitoring Report (MSMR). City staff will send the monthly quantities to the firm. The MSMRs will be submitted by the 15th of the following month in which the discharge occurred. Each MSMR will include the total volume of leachate discharged from the East MSW and West MSW, a list of any violations of the Conditional Discharge Approval letter or Wastewater Discharge Permit, and a table detailing the number of tanker truck loads and the amount of leachate discharged for each load. The monthly, semi-annual, and annual leachate sampling results will also be included in the MSMRs for the month that correspond with the discharge and sampling events.
- The firm will comply with all permit conditions and notify Landfill management of any potential issues.

Quality control sample collection and analysis should be included as part of the proposal for all leachate sampling and reporting. Please include costs for sample collection and analysis of quality control samples as outlined below.

The collection schedule for QA/QC samples will be as follows:

1. One trip blank will be provided for all parameters for every annual sampling event.
2. One field blank will be provided for all parameters for every annual sampling event.

As part of the monitoring sample collection and laboratory analysis, the firm will:

- Notify the City of the firm's anticipated sampling dates and confer on the monitoring schedule.
- Firm personnel will check in and check out with Landfill personnel at the Landfill Scale House.
- The firm will communicate with the Landfill Environmental Technicians on the sampling schedule and have approval to access the landfill and appropriate areas.

- Upon completion of each monitoring event, the firm will provide the City a field data sheet(s) and complete copy of chain-of-custody.
- Upon leaving each day, firm personnel will provide a summary of the day's field activities and leave a copy at the Landfill Scale House.

The firm is to provide a cost estimate for this task as stated and to provide a T&M cost schedule. The City will use the T&M schedule if any additional sampling is required or requested by the City.

Task 7: Storm Water and Surface Water Discharge Sampling and Reporting

For compliance with the City's General Permit to Temporary Discharge #SDG070944 and General Permit for Storm Water Discharges or current permits, the firm will be responsible for the following:

- Should the compost leachate pond overflow and discharge into the storm water drainage system, one fluid sample will be collected by the firm within 24 hours of discharge or the firm or they may choose to have this completed by a subcontractor. The firm shall provide the City (in advance) coolers and appropriate bottles, preservatives, documentation forms, shipping instructions, and sample transport or shipping to the laboratory for the collected compost leachate sample. Once the landfill has received the sample containers, qualified Landfill personnel will perform the sampling as per the CMP. The firm will work closely with Landfill management in order to successfully complete the field portion of this task. The Landfill personnel will complete a chain of custody (COC) and ship the samples to the laboratory set up by the firm.
- Storm water samples may also be collected from the south sedimentation pond, West MSW storm water ponds, northeast and southeast detention basins, as well as possible upstream and downstream receiving water locations. These samples will only be collected at the request of the City. The firm shall provide the City (in advance) coolers and appropriate bottles, preservatives, documentation forms, shipping instructions, and sample transport or shipping to the laboratory for the collected storm water sample. Once the landfill has received the sample containers, qualified Landfill personnel will perform the sampling as per the CMP. The firm will work closely with Landfill management in order to successfully complete the field portion of this task. The Landfill personnel will complete a chain of custody (COC) and ship the samples to the laboratory set up by the firm.
- The sampling containers, preservatives, methods, and holding times to be used for parameter and parameter group for both compost leachate and storm water samples are identified in the attached in document titled Table 10 Storm Water Monitoring Parameters.
- Results will be evaluated by the firm. The firm will then submit a report to the City in a report format. The report will be sent to the City no later than 30 days after the firm has received the data from the laboratory. A summary and discussion of the compost leachate data will be included in the annual report.

- Firm shall provide costs to perform this task, but understand that the City cannot predict the number of times the compost pond will discharge or if any storm water discharge samples will need to be taken. It is recommended the firm provide a cost for one event.
- The firm will comply with all permit conditions and notify Landfill management of any potential issues.

As part of the storm water sample collection and laboratory analysis, the firm will:

- Notify the City of the firm's anticipated sampling dates and confer on the monitoring schedule.
- Firm personnel will check in and check out with Landfill personnel at the Landfill Scale House.
- The firm will communicate with the Landfill Environmental Technicians on the sampling schedule and have approval to access the landfill and other appropriate areas.
- Upon completion of each monitoring event, the firm will provide the City a field data sheet(s) and complete copy of chain-of-custody.
- Upon leaving each day, firm personnel will provide a summary of the day's field activities and leave a copy at the Landfill Scale House.

The firm is to provide a cost estimate for this task as stated and to provide a T&M cost schedule. The City will use the T&M schedule if any additional sampling is required or requested by the City.

Task 8: Storm Water Inspections

The storm water inspections will be performed in accordance with the current Storm Water Pollution and Prevention Plan (SWPPP). The firm will be responsible for the following:

- The firm will complete two inspections each calendar year of storm water runoff and surface discharge locations shown in Figure 1. One of the events will need to take place during a storm event. The firm will need to coordinate with the City on scheduling this event and make sure runoff and/or discharge is occurring. The firm will need to be able to mobilize to site within 24 hours or sooner depending on rain event.
- The firm will determine if best management practices and self-monitoring requirements are in need of changes and to evaluate the accuracy of the SWPPP.
- A bi-annual inspection of equipment, parking areas, roads, and to verify spill kits are fully stocked. These will be in conjunction with the storm water inspections.
- An annual comprehensive site evaluation will be performed and recommendations will be brought to the City's attention.

- After each site inspection, the firm will submit an inspection report to the City for incorporation in the SWPPP. All data will be submitted electronically and will be included in the annual report.

The firm may request a copy of the City's current SWPPP for review to provide an accurate cost estimate for this task.

As part of the storm water inspections, the firm will:

- Notify the City of the firm's anticipated sampling dates and confer on the monitoring schedule.
- Firm personnel will check in and check out with Landfill personnel at the Landfill Scale House.
- The firm will communicate with the Landfill Environmental Technicians on the sampling schedule and have approval to access the landfill and other appropriate areas.
- Upon completion of each monitoring event, the firm will provide the City a field data sheet(s) and complete copy of chain-of-custody.
- Upon leaving each day, firm personnel will provide a summary of the day's field activities and leave a copy at the Landfill Scale House.

Task 9: Special Sampling and Reporting

On occasion, the City may require samples to be collected and analyzed to address unexpected events that may occur. The firm must be able to respond within 24 hours of notification and have the ability to produce laboratory results on a rush turnaround (24-hour turnaround times) for the following parameters:

- Volatile Organic Compounds (VOCs)
- Metals: Aluminum, Antimony, Arsenic, Barium, Boron, Cadmium, Chromium III/VI, Cobalt, Copper, Iron, Lead, magnesium, Mercury, Molybdenum, Nickel, Selenium, Silver, Strontium, Thallium, Vanadium, Zinc
- Inorganics and general chemistry: Alkalinity, Ammonia, Calcium, Chloride, Cyanide (free), Nitrite, Potassium, Sulfate, Hardness

It is understood that some of the listed parameters cannot be run within 24 hours because of sample preparation or without incurring large additional expenses. In such cases, please provide turnaround times for the respective analyses at a reasonable cost.

Task 10: Training of City Staff on Sampling, Monitoring, and Permit Competency

The tasks associated with this Scope of Work will be for the firm to provide training to Landfill employees directly involved or who may become involved with any of the aforementioned tasks. The firm will properly train each staff member associated with these tasks, so as if

needed they can perform these tasks. It is understood that the firm will be responsible for all required sampling or monitoring, unless otherwise approved by the Sanitary Landfill Superintendent. The firm will also provide an annual refresher on permits associated with these tasks. This annual refresher will be no more than eight hours. The firm is asked to provide costs to adequately complete this task.

Task 11: General Environmental and Hydrogeologic Consulting

The tasks associated with this Scope of Work will be generally associated with any of the previous tasks, but are not limited to those tasks. The following will be on an as-requested basis only and approved for by Landfill management. The firm is asked to provide costs for the following:

- Liaison between the City and the SDDENR, when requested by the City.
- Hazardous waste consulting.
- Geological and hydrogeological consulting.
- Modifications to monitoring and sampling plans.
- Other services as requested.

2.06 Cost Proposal

The proposal shall provide a description of proposed fees and expenses to provide the services described in your response to this request. A breakdown of the proposed fees and expenses based on each of the identified 11 tasks is required.

2.07 Federal Requirements

The offeror must identify and comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

The submittal must contain the following information:

- 1. Cover Letter.** Provide name and address of the company(s) and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The firm offer must be good for 90 days.

2. Project Team Experience Qualifications

- a. Prepare an organizational chart showing your firm's team.
 - b. Provide résumés or a listing of information for each person included in your firm. State the educational background of each individual, years of experience, length of employment with your firm, and experience providing comparable services. For each person, list specific responsibilities in your firm, experience with similar cities of similar size and type, and current work assignments and availability.
- 3. References.** Firm shall provide a list with contact information of agencies that have requested your services to assist in providing the services listed in this RFP.
 - 4. Experiences.** Each firm shall supply recent examples of similar projects in other cities that the firm was involved with regarding services listed in this RFP.
 - 5. Understanding of Project.** State your understanding of what the project entails.
 - 6. Statement of Work and Project Approach.** Discuss how your organization will accomplish the Scope of Work. Include details of how and when you will interact with staff throughout the process from planning to completing each task.
 - 7. Project Schedule.** Provide your schedule for performing the work, including major milestones and deliverables

Section 4 Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the below criteria. The evaluation team will rely on the qualitative information contained and presented in the proposals and reference checks in making the decision to select the most qualified firm to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- **Technical ability, past experience, and reliability**—The following will be evaluated as they apply to the proposing contractor to be utilized: technical approach; demonstrated knowledge; demonstrated experience with similar assignments; past experience on solid waste landfills; a satisfactory record of

performance; and knowledge of and ability to meet applicable federal, state, and local requirements. **30 points**

- **Project organization and management**—Project organization and management will be evaluated including the following: the project team; management procedures; ability to provide reasonably accurate costs; past record of performance; and the familiarity of the contractor with the Sioux Falls area. **30 points**

- **Level of effort**—The City of Sioux Falls is soliciting expertise first and foremost and will use compensation factors in relative magnitude to the overall agreement responsibilities. **30 points**

- **Statement of Qualifications**—A description of the consulting contractor and a statement of the contractor’s qualifications to perform services of this type. **10 points**

Other Factors—Proposers may submit additional information that may be of benefit to the City of Sioux Falls as part of the project.

Upon review of the proposals, the firms will be ranked. The higher ranking firms may be invited in for interviews or start negotiations with the City. If an agreement cannot be reached with the highest ranked firm, we will move to the second ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached with any company.

Depending on the number of proposals received, the City reserves the right to shortlist the proposals and eliminate the lowest ranking proposals for consideration.

4.02 Oral Presentations

Offerors determined to be reasonably acceptable for award **may** be required to provide an on-site presentation of the proposed solution for the evaluation committee.

If presentations are needed, the City will schedule a date, time, and location with each of the Offerors if necessary.

Offerors will be responsible for all costs associated with providing the demonstration.

4.03 Special Conditions

Excluding proprietary information, the successful firm’s proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a “Register of Proposals for this Contract,” which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

Section 5 General Contract Information

5.01 Contract Type

This contract is a fixed price contract. The initial contract price will be based upon prices submitted by the Offeror, subject to contract negotiations with the City, and shall be firm for the life of the contract.

5.02 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.03 Additional Terms and Conditions

The City reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposed evaluations.

5.04 Supplemental Terms and Conditions

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
2. If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

5.05 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Mayor signs the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.06 Taxes and Taxpayer Tax Identification

The contractor must provide a valid vendor Tax Identification Number as a provision of the contract.

1. State and Use Taxes:

Work for this project is subject to state sales tax and use taxes on materials and equipment. Said taxes shall be included in the contract price. Refer to Supplementary Conditions for additional information.

2. Contractor's Excise Tax:

Contractor's excise taxes will be due and payable by the proposer to the South Dakota Department of Revenue. To verify collection and reporting requirements, call 605-367-5800.

Section 6 Standard Proposal Information

6.01 Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

6.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

6.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

6.04 Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

1. The laws of the state of South Dakota.
2. All applicable local, state, and federal laws, codes, and regulations.
3. All terms, conditions, and requirements set forth in this RFP.
4. A condition that the proposal submitted was independently arrived at without collusion.

5. A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any Offeror fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

6.05 Offer Held Firm

Proposals must remain open and valid for at least **30 days** from the deadline specified for submission of proposals. In the event award is not made within **30 days**, the City will send a written request to all Offerors deemed acceptable for award asking Offerors to hold their price firm for a longer specified period of time.

6.06 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the City's request. After the deadline, Offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the Offeror's bid bond or other bid type of bid security, if one was required.

6.07 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

6.08 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

6.09 Right of Rejection

The City reserves the right to reject any proposals in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Office may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Office may waive minor informalities that:

Do not affect responsiveness.

Are merely a matter of form or format.

Do not change the relative standing or otherwise prejudice others' offers.

Do not change the meaning or overall scope of the RFP.

Are insignificant, negligible, or immaterial in nature.

Do not reflect a material change in the work.

Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

6.10 Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Purchasing Office or the proposal evaluation committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

6.11 Contract Negotiation

After final evaluation, the Purchasing Office may negotiate with the Offerors of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at City Hall, 224 West Ninth Street, Sioux Falls, SD—a date and time to be determined.

If contract negotiations are held, the Offeror will be responsible for all costs including its travel and per diem expenses.

6.12 Failure to Negotiate

If the selected Offeror:

Fails to provide the information required to begin negotiations in a timely manner.

Fails to negotiate in good faith.

Indicated it cannot perform the contract with the budgeted funds available for the project.

If the Offeror and the City after a good-faith effort cannot come to terms.

The City may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest-ranked Offeror.

6.13 Notice of Intent to Award—Offeror Notification of Selection

After the completion of contract negotiations, the Purchasing Office will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent to Award will set out the names and addresses of all Offerors and identify the proposal(s) selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.

Successful Offerors named in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Offeror and the City sign the contract.

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Office during normal business hours within seven calendar days of the date the Mayor signed the bid award document.