



CITY OF IOWA CITY
UNESCO CITY OF LITERATURE

Request for Proposals (RFP)

**Climate Action and Adaptation Plan (CAAP) – Methane Feasibility
Study**

**For the Iowa City Landfill and Recycling Center and
Wastewater Treatment Plant**

August 26, 2019

Revised September 19, 2019

SUMMARY

The City of Iowa City, Iowa (City) is soliciting proposals from interested consulting firms, licensed in the State of Iowa, to provide professional engineering services for the Iowa City Landfill and Recycling Center and Wastewater Treatment Plant. The selected firm (Consultant), will assist the City in a feasibility study as described in this RFP. Consultants wishing to submit a response shall include information as described in this RFP. Please note that the timeframes set forth in this RFP may vary.

RFP Website: www.icgov.org/methanestudy

CONTENTS

Summary	1
Submittal Delivery Address	1
Submittal Deadline.....	2
Timeline for RFP Process	2
Minimum Qualifications	2
Costs for Developing the RFP	2
Consultant Selection Process	2
Submittal Contents.....	2
Contract Documents.....	4
Reservations	4
Inquires	4
Project Background.....	4
Project Objective.....	6
Scope of Services	7
Schedule for Completion of Services	7
Appendix A – Consultant Agreement.....	8
Appendix B – City of Iowa City Wage Theft Policy.....	14

SUBMITTAL DELIVERY ADDRESS

City Clerk
City of Iowa City
City Hall
410 East Washington Street
Iowa City, Iowa 52240

SUBMITTAL DEADLINE

4:00 PM, Monday September 30, 2019. Late submittals will not be evaluated.

TIMELINE FOR RFP PROCESS

Tentative consultant selection timeline is as follows:

- Submittals are due 4:00 PM, Monday September 30, 2019
- Pre-proposal meeting will be on September 12, 2019
- All inquiries must be made no later than September 18, 2019
- If interviews are conducted, they will be done during the week of October 21st
- Selection of consultant will occur on approximately October 25, 2019
- Consultant agreements will be finalized approximately by November 8, 2019

MINIMUM QUALIFICATIONS

To be considered, consultants must document the knowledge, skills, and abilities of the firm and team members proposed for this project.

COSTS FOR DEVELOPING THE RFP

Firms participating in the consultant selection process will be responsible for all costs incurred to respond to this RFP.

CONSULTANT SELECTION PROCESS

The Selection Committee consists of several members of the Engineering Division, Resource Management Division, Wastewater Division, and other City departments as needed. Submittals will be reviewed based on the submittal contents described below and evaluated based on the following criteria: consultant qualifications and experience, project approach, consultant fees and project costs, and project scheduling. The firm deemed best qualified by the Selection Committee will be selected for negotiations related to final project scope and fee. Should the City and Consultant not be able to reach an agreement regarding project scope and fee, the City reserves the right to negotiate with the firm determined by the City to be the next most qualified.

The intent of the selection process is to select the most qualified firm based on the identified needs of the City. The skills, areas of expertise, and capabilities that the City believes are necessary for successful completion of the project will be evaluated and factored in the selection process. In all cases, the City reserves the right to select a consultant firm and award a contract that is in the best interests of the City. Interviews may be conducted as part of the selection process.

SUBMITTAL CONTENTS

To standardize responses and simplify the comparison and evaluation of responses, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. However, specific requirements for each section have been minimized in order to allow for

flexibility for each firm to provide information they feel best conveys their qualifications. All information and materials requested shall be provided in the response proposal under a single cover. The submittal length shall be limited to a maximum of 20 single-sided (or 10 double-sided) pages, not including dividers and covers. Minimum font size shall be ten (10) point.

Interested Consultants shall submit proposals to make sure a proper evaluation of the firm's capabilities. The Proposals shall contain the following response items arranged in order in the manner specified below.

Cover Letter – The letter should state the firm's interest in being considered for selection and pertinent information for the firm's contact person.

General Firm Profile – A general description of the firm is required. Describe the general nature of services provided by the firm, the location of main and branch offices, and the number of years the firm has provided services similar to those anticipated on the project included in this RFP. Any sub-consultants who are expected to be a part of the design team should be identified.

Key Personnel – Provide information indicating anticipated key personnel, relationship to the desired project, and their positions within the firm. Include in the descriptions past experience with the City, technical abilities, and identified project responsibilities. It is a requirement of the City that the key personnel identified during the consultant selection process will participate in and execute the project. Substitution of key personnel after selection will require approval by the City as project lead professionals are considered essential. Please indicate the persons possessing the licenses and certifications necessary to perform the type of work being requested.

Reference Projects – A listing of reference projects shall be provided. Reference projects should be of similar size and scope as those for which the consultant would like to be considered. Particular emphasis should be placed on innovative, sustainable, and cost-effective solutions. Indicate which key personnel were involved in the reference projects and their role in the reference projects. Provide contact information for the project owners, the nature of the firm's scope of work on the project, and the date the contract started and ended. The Project Team should demonstrate current experience in working with federal, state, and local agencies involved in the operations and compliance at the two facilities.

Project Approach (Each Project) – A description of the anticipated project approach, including technical and management factors that will lead to a quality project. Respondents are encouraged to use this section of the submittal to address unique understanding, knowledge and/or abilities of the firm as they apply to the project included in this RFP. Competitive advantages or special capabilities of project teams should be highlighted in this section. This section should describe the firm's understanding of the Iowa City Landfill and Recycling Center and Wastewater Treatment Plant including, but not limited to, their structure; operations and maintenance; environmental compliance and permitting; and future operations and compliance issues.

Estimate of Resources (Each Project) – Based on the firm's understanding of the scope of work required, provide an estimate of the firm's resources that should be dedicated to the project. This can be in a form of the firm's choosing but should clearly convey a sense of the amount of effort, resources, and an estimated price the firm believes will be required for the project. The estimated

price does not need to be a quote to complete the project, and may include an estimated cost range, but should accurately reflect the anticipated effort to complete the project.

Project Schedule (Each Project) – Provide a preliminary project schedule that includes projected durations for anticipated project phases, including project milestones and deliverables.

Billing Rates – Provide current billing rates for firm personnel, including rates of staff included in the proposal, at a minimum.

CONTRACT DOCUMENTS

Consultants selected to provide engineering services will be required to enter into a written consultant agreement with the City of Iowa City. A sample consultant agreement is included in Appendix A of this RFP. Any objections to agreement language shall be documented in the submitted proposal.

In addition, selected consultants will be required to submit a completed copy of the City of Iowa City Wage Theft Policy, included in Appendix B of this RFP. Any objections to agreement language shall be documented in the submitted proposal.

RESERVATIONS

The City reserves the right to reject any and all submittals; waive formalities, technical requirements and/or deficiencies; or to solicit for new or additional proposals if deemed to be in the best interests of the City. In addition, the City reserves the right to further negotiate with one or more firms of its choice, if such negotiations better serve the City's interest. The City reserves the right to negotiate a contract that covers all or selected parts of the proposal, key project team members, and sub-consultants.

INQUIRES

A Pre-proposal Meeting will be conducted on September 12, 2019 at 9 am at the Wastewater Treatment Plant. This meeting will allow for tours of the two facilities and time for questions and answers. No additional meetings will be allowed beyond the Pre-proposal Meeting.

Inquiries to clarify the requirements of this RFP can be directed to Joe Welter at (319) 356-5144 or emailed to joe-welter@iowa-city.org. All inquiries must be made no later than September 18, 2019.

Specific project scope and design fees will be negotiated at a later time.

PROJECT BACKGROUND

Iowa City Climate Action and Adaptation Plan

The Iowa City Climate Action and Adaptation Plan is available for public viewing at: <https://www8.iowa-city.org/weblink/0/edoc/1803121/Climate%20Action%20Plan.pdf>. Consultant firms

interested in responding to this RFP are encouraged to review this document especially the baseline information, consumption-based Greenhouse Gas (GHG) emissions data, and emission reduction goals.

Iowa City Landfill and Recycling Center

The Iowa City Landfill and Recycling Center is located at 3900 Hebl Avenue SW in Iowa City, Iowa. The landfill facility is a municipal solid waste landfill serving Johnson County, Kalona, and Riverside, Iowa. The landfill occupies approximately three hundred acres of land. The facility consists of five buildings (Scalehouse/Office, two shops, compost shed, storage shed), active landfill cells, and closed landfill cells. Approximately seventy acres of the facility are closed cells and approximately sixty acres are currently active cells in various stages of service. Approximately 132 acres, located north and west of the facility are rented. The landfill is utilized by both residential and commercial haulers. For a list of the landfill services, please see the following website: <https://www.icgov.org/city-government/departments-and-divisions/landfill-and-recycling-center>.

Each year, the landfill takes in about 130,000 tons (five-year average, Fiscal Years 2014 – 2018). The last solid waste characterization study was performed in 2017. The statewide study, including the Iowa City Landfill and Recycling Center information is available here: <http://www.iowadnr.gov/Portals/idnr/uploads/waste/wastecharacterization2017.pdf>. Respondents should consider the impacts of composting (including food wastes), recycling, and wood chips in the developed study. Food wastes are approximately 25% of the total landfilled wastes (or 34,000 tons) each year.

Collected landfill gas is currently being burned in the facility's enclosed flare in accordance with the facility Title V Operating Permit. The approximate three-year average daily flow rate through flare is 800 standard cubic feet per minute (scfm). Approximately fifty percent of the gas collected is methane. The flow rate and percent methane are based on data collected since the construction of the flare in December 2015. There are seasonal fluctuations in the flow rates. The flow rates tend to decrease in the winter and spring and increase in the summer and fall. The landfill is the largest emitter of carbon dioxide in the City.

Upon completion of this study, a landfill master plan will be explored and build off recommendations presented in this study.

Iowa City Wastewater Treatment Plant

The City's Wastewater Treatment Plant (WWTP) is located at 4366 Napoleon Street Southeast in Iowa City, Iowa. The plant occupies approximately one-hundred and sixty acres of land. The Kickers Soccer Park is located west of the plant on the same property. The process used for treatment is activated sludge and configured for biological nutrient removal (BNR). The WWTP is the largest user of electricity and natural gas within the city.

The design treatment capacity of the facility is 24.2 million gallons per day (MGD) average wet weather flows, with a maximum wet weather flow design capacity of 43.3 MGD. The plant processes approximately 10.97 MGD (Fiscal Year 2019). In addition to sanitary sewage, the plant

processes industrial wastewater, septic hauler waste and some grease trap wastes, which includes fats, oils, and greases.

Methane is produced onsite by sending the primary and thickened secondary sludges to temperature phased anaerobic digestion that uses two thermophilic and four mesophilic digesters. The methane produced is currently reused in two onsite boilers to heat the biosolid to promote digestion and the remainder is flared to atmosphere. Waste heat from the boilers is used to heat the digester complex during the winter heating months and excess methane is flared during the summer months.

The total methane production for Fiscal Year 2019 was 4,244,540 cubic feet (CF) [80.38 scfm], a daily range of 9,000 CF to 20,000 CF with average of approximately 11,700 CF. Of the total methane production, 2,626,954 CF [7,237 CFD average] was burned in the boiler with the remainder going to the flare. These rates are based on daily totals and do fluctuations throughout the year.

The Wastewater Division is considering the feasibility of processing food waste and desires this be addressed in this study. Consideration should include, but not be limited to: additional infrastructure required at the WWTP to accept food waste; receiving areas and material storage; methane treatment (i.e. siloxanes removal); compression of gas (e.g. for pipeline pressures); additional processing, storage, and disposal of biosolids; additional digestion capacity; staffing needs; and feed stock availability. It is understood that with increased gas generation the City would receive tipping fees, updated and revised septage fees, and renewable identification number (RIN) credits.

Upon completion of this study, phosphorous removal and capture and conversion to struvite and digester struvite capture will be explored and build off recommendations presented in this study.

PROJECT OBJECTIVE

The developed study should address the following actions included in the Iowa City Climate Action and Adaptation Plan:

Action Number 3.7: Take Action on a Study to Efficiently Capture and Use Methane from Wastewater Operations

After water is used by residents, it flows into the wastewater system and then goes to the City's Wastewater Treatment Facility. While the City currently captures methane gas from the digesters used in the wastewater treatment process, only a portion of the methane is used to offset natural gas usage for the plant. To explore other options for further management of wastewater GHG emissions, the City should conduct a study to determine the feasibility of using all captured methane to create renewable fuel or electricity that can be used to operate the facility, and take specific actions based on the results of this study.

Action Number 3.8: Take Action on a Feasibility Study on Energy Generation from Landfill Methane

The methane produced by decomposition of organic waste in the Iowa City Landfill is currently being flared to transform it into carbon dioxide, which is a less potent GHG. The City has been considering methods to use the methane as a renewable energy source, and to further explore this opportunity, the City will conduct a feasibility study in FY2019 and take specific actions based on the results of this study.

The study should evaluate current and future methane generation, collection, processing, and reuses at the two facilities based on the following three categories for feasibility:

- Net GHG using a methodology to show GHG investments and GHG reductions
- Net Energy using a methodology like Energy Return on Energy Invested (EROEI)
- Economics using a methodology like Return on Investment

SCOPE OF SERVICES

The Consultant will prepare a draft and final study, including but not limited to, the following:

- Evaluation of current and future operations at both facilities
- Comparison of at least three fully developed alternatives for methane generation, collection, processing, and reuse at each facility

Alternatives considered should include, but not be limited to:

- Electricity generation for use onsite or fed onto the distribution grid
- Pipeline quality gas fed into the local distribution system

Alternatives analyzed will consider technical, operational, financial feasibility including capital investment; operations and maintenance costs and staffing; market risks; commodity pricing; and other variables associated with reuse of methane at the two facilities.

Alternatives presented will comply with all applicable federal, state, and local regulations and permits pertaining to both facilities.

Each draft deliverable to the City will be an electronic copy. The final deliverable to the City will consist of four hard copies and one electronic copy.

SCHEDULE FOR COMPLETION OF SERVICES

Respondents will include a schedule with an estimate of the total project duration. The project schedule should aim for a completion in late winter or early spring 2020.

APPENDIX A – CONSULTANT AGREEMENT

Consultant Agreement

This Agreement, made and entered into this _____ day of _____, _____, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and _____, of _____, hereinafter referred to as the Consultant.

INSERT BRIEF PROJECT DESCRIPTION BEGINNING WITH “WHEREAS”

Now Therefore, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. Scope of Services

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

INSERT DESCRIPTION OF SCOPE OF SERVICES

II. Time of Completion

The Consultant shall complete the following phases of the Project in accordance with the schedule shown.

INSERT SCHEDULE OF SERVICES

III. Compensation for Services

INSERT DESCRIPTION OF COMPENSATION

IV. General Terms

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
 - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "not-to-exceed" amount listed in Section IV. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.

- I. The Consultant agrees to furnish all reports, specifications, and drawings, with the seal of a professional engineer affixed thereto or such seal as required by Iowa law.
- J. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- L. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.
- M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.
- N. Upon signing this Agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this Agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.
- O. Indemnification.
 - 1. To the full extent permitted by law, Consultant agrees to defend, indemnify, and hold harmless the City against any and all claims, demands, suits, loss, expenses, including attorney's fees, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant's negligent acts, errors or omissions in performing the work and/or services provided by Consultant to the City pursuant to the provisions of this Agreement.
 - 2. Consultant assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the work and/or services provided by Consultant to the City pursuant to this Agreement, and agrees to pay the City for all damages caused to the City's premises resulting from the negligent acts, errors or omissions of Consultant.
 - 3. The Consultant's obligation to indemnify the City shall not include the obligation to indemnify, hold harmless, or defend the City against liability,

claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the City.

4. For purposes of this paragraph, the term "Consultant" means and includes the Consultant, its officers, agents, employees, sub-consultants, and others for whom Consultant is legally liable, and the term "City" means and includes the City of Iowa City, Iowa its Mayor, City Council members, employees, and volunteers.

P. Insurance

1. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions in the sum of \$1,000,000 Per Claim, \$1,000,000 Annual Aggregate, or a \$1,000,000 Combined Single Limit. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause (endorsement) shall be added.
2. Consultant agrees to provide the City a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice.

Q. Standard of Care.

1. The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Agreement. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
2. Consultant represents that the Services and all its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar Industry and application; shall conform to the requirements of this Agreement; and shall be sufficient and suitable for the purposes expressed in this Agreement.
3. All provisions of this Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.

4. Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

R. There are no other considerations or monies contingent upon or resulting from the execution of this Agreement, it is the entire Agreement, and no other monies or considerations have been solicited.

S. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.

For the City

For the Consultant

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Approved by:

City Attorney's Office

Date

APPENDIX B – CITY OF IOWA CITY WAGE THEFT POLICY

CITY OF IOWA CITY WAGE THEFT POLICY

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

I. Application. The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. Exceptions. The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. Affidavit. The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. Waivers. If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

Any objection that your company has regarding this policy must be stated in the space provided below. If your company is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

Signature of Company Representative

Date