



**Department of Management Services  
Purchasing Division**

241 West South Street  
Kalamazoo, MI 49007-4796  
Phone: 269.337.8020  
Fax: 269.337.8500

[www.kalamazoocity.org](http://www.kalamazoocity.org)  
[purchasing@kalamazoocity.org](mailto:purchasing@kalamazoocity.org)

**REQUEST FOR INFORMATION (RFI)**

The City of Kalamazoo, Michigan is formally requesting specific information  
To identify the best solution for:

Project Name: Residual Biosolids Sustainable Alternative

Reference #: 96871-018.0

**RFI ISSUE DATE: April 24, 2023**

Number of Copies Required: **One (1) paper original +  
One (1) electronic copy (USB thumb / flash drive)**

**DUE/OPENING DATE: Tuesday, May 23, 2023 at 3:00 p.m. Local Time**

***Facsimile Submissions Will Not Be Accepted.***

**MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**

Purchasing Division  
241 W. South Street  
Kalamazoo, MI 49007

**Questions about this RFI should be directed to:**

Department Contact: **Ryan Stoughton, PE,**  
**Assistant City Engineer at**  
(269) 337-8736 or [stoughtonr@kalamazoocity.org](mailto:stoughtonr@kalamazoocity.org)

***Include on the Envelope the Project Name and Reference Number. All Envelopes Must Be Sealed.***

You are invited to submit information for this project. The scope, terms, conditions and instructions for making a submission are contained herein.

All submissions shall be complete and include all information requested herein in order to be responsive.  
**FAILURE TO DO SO MAY RESULT IN THE SUBMISSION BEING REJECTED AS NON-RESPONSIVE.**

The RFI document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **SUBMISSIONS MUST BE RECEIVED BEFORE THE DUE DATE - LATE SUBMISSIONS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the opening for its own convenience.

**TABLE OF CONTENTS**

SECTION		PAGE #	APPENDICES
	Statement of No Response		
I	Instructions to Vendors	1	Appendix A
II	Questionnaire	2 – 3	Attachment A
III	Scope of Solution	4	Attachment B
IV	Indemnity and Insurance	5 – 6	
V	Terms and Conditions	7 – 11	

**CITY OF KALAMAZOO – REQUEST FOR INFORMATION**  
**Residual Biosolids Sustainable Alternative**

**Reference #: 96871-018.0**

**STATEMENT OF NO BID**

**NOTE: If you DO NOT intend to respond to this commodity or service, please complete and return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the submission date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.**

- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ We are unable to offer a solution for this scope.
- \_\_\_\_\_ Insufficient time to respond to the Request for Information.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet bond requirements.
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Remove us from your bidders list for this commodity or service.
- \_\_\_\_\_ Other (specify below).

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

**SECTION I**  
**INSTRUCTIONS TO VENDORS**

1. **EXAMINATION OF DOCUMENT**-Before making a submission, vendors shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations.
2. **PREPARATION OF SUBMISSION**-The submission shall be legibly prepared in ink or typed. The submission shall be legally signed and the complete address of the vendor given thereon.

All submissions shall be tightly sealed in an opaque envelope plainly marked Request for Information and identified by project name, submittal date and time. Responses opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile submissions will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a vendor regarding the meaning or interpretation of the Request for Information (RFI) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective vendors before the submission due date. Any information given to a prospective vendor concerning the RFI will be furnished to all prospective vendors as an amendment or addendum to the RFI if such information would be prejudicial to uninformed vendors. Receipt of amendments or addenda by a vendor must be acknowledged in the submission by attachment, or by letter or fax received before the time set for opening of submissions. Oral explanation or instructions given prior to the opening will not be binding.
4. **WITHDRAWAL OF SUBMISSIONS**-Submissions may be withdrawn in person by a vendor or authorized representative, provided their identity is made known and a receipt is signed for the submission, but only if the withdrawal is made prior to the exact time set for receipt. No submission may be withdrawn for at least 120 days after submission due date.
5. **LATE SUBMISSIONS**-Any submission received at the office designated herein after the exact time specified for receipt, will not be considered. (Note: The City reserves the right to consider submissions that have been determined by the City to be received late due to mishandling by the City after receipt.)
6. **BROCHURES**-Illustrated brochures may be attached and submitted to augment data included in this questionnaire. If brochures include information requested in the questionnaire, the questionnaire may reference the appropriate pages of the brochure.
7. **COMPLETENESS**-All information requested herein shall be submitted with the RFI. Failure to do so may result in rejection of the submission as non-responsive.

**SECTION II  
QUESTIONNAIRE**

Please answer the following questions completely. You may submit answers on this form or as an attachment to this document, additional information (brochures, illustrations, etc.) will also be used in determining qualifications. If not using this form, please follow its format.

1. Firm name: \_\_\_\_\_
2. Established:    Year \_\_\_\_\_ State \_\_\_\_\_
3. Type of organization:
  - a. Individual        \_\_\_\_\_
  - b. Partnership       \_\_\_\_\_
  - c. Corporation       \_\_\_\_\_
  - d. Other               \_\_\_\_\_
4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_
5. Home office business address and telephone number.  
\_\_\_\_\_
6. Branch office(s) if work will be performed there:  
\_\_\_\_\_
7. Manufacturer and Trade Name of Product offered for solution:  
\_\_\_\_\_  
\_\_\_\_\_
8. Attach a list of not more than five (5) similar applications of the product proposed. Include: Business/Governmental Entity, Location, Contact Person and Phone Number where the product is being used.
9. Provide specifications describing capabilities, limitations, and requirements of the product offered as a solution for the City's scope of work.
10. Provide a description of the working parameters and requirements for the product proposed as a solution for the City's scope of work.

I hereby state that all of the information I have provided is true, accurate, and complete and that I agree to be bound by the terms and conditions. I hereby state that I have the authority to submit this information which will become binding if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other vendor, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Financial Contact Name: \_\_\_\_\_ Financial Contact Phone Number: \_\_\_\_\_

Financial Contact Email Address: \_\_\_\_\_

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**FOR CITY USE ONLY - DO NOT WRITE BELOW**

**SECTION III**  
**SCOPE OF SOLUTION & SPECIAL CONDITIONS**

**1. NOTICE TO VENDORS / SCOPE OF SOLUTION**

The City of Kalamazoo (City) needs to collect information with the purpose of understanding the current market and developing accurate specifications for residual biosolids sustainable alternatives, as outlined in **Attachment A**, before a possible procurement. Additional information is also requested in **Attachment B**. This request for information is thereby not a procurement. The City does not intend to pay compensation for any work that may result from this survey of the market.

If the City elects to move forward and issue a formal Invitation for Bids (IFB) or a Request for Proposals (RFP), the City reserves the right to limit solicitations to those proposers who have responded to this Request for Information (RFI).

**2. INDEMNITY AND INSURANCE**

The Indemnity and Insurance requirements included in this RFI are provided as an example of the requirements resulting from a possible future RFP or IFB.

**3. TERMS AND CONDITIONS**

The Terms and Conditions included in this RFI are provided as an example of the requirements resulting from a possible future RFP or IFB.

**4. QUESTIONS**

Questions regarding the scope of work of this particular project may be addressed to Ryan Stoughton, PE, Assistant City Engineer at (269) 337-8736 or [stoughtonr@kalamazoocity.org](mailto:stoughtonr@kalamazoocity.org). Questions regarding the general submission requirements may be addressed to Craig Hull, Buyer, at (269) 337-8444.

**SECTION IV**  
**INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract.

All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

**INDEMNITY AND INSURANCE**  
*Continued*

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.



**SECTION V**  
**TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
  - 2) A single bid being received; or
  - 3) Prices quoted or bid are over budget and/or unreasonable.

**2. COMPLETE CONTRACT**

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

**3. SUBCONTRACTORS - NON ASSIGNMENT**

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

**4. TAXES**

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

5. **INVOICING**

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at [apinvoice@kalamazoocity.org](mailto:apinvoice@kalamazoocity.org). The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. **In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services.** All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

**The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.**

**The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.**

6. **PAYMENTS**

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Contractor and approval by the department.

7. **CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

**ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

**9. RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

**10. HOLD HARMLESS**

If the negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

**11. DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City either listed in this contract or available by operation of law.

## **12. TERMINATION OF CONTRACT**

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

## **13. INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

**14. MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

**15. INSPECTION OF WORK SITE**

Before submitting bids or quotes for work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

**16. CONTRACT PERIOD, EXTENSIONS, CANCELLATION**

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT)

## **APPENDIX A**

### **NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.

# ATTACHMENT A



**THE CITY OF KALAMAZOO  
DEPARTMENT OF PUBLIC SERVICES**

## **REQUEST FOR INFORMATION**

**Residual Biosolids Sustainable Alternative**

**Bid Reference #: 96871-018.0**



---

**Jones & Henry Engineers, Ltd.**  
Kalamazoo, Michigan

# **ATTACHMENT A**

## **CITY OF KALAMAZOO, MICHIGAN**

### **Residual Biosolids Sustainable Alternatives**



### **Request for Information**

#### *Submission Requirements*

##### **Administration**

James Ritsema - City Manager  
James Baker, PE – Public Services Director & City Engineer  
Jim Cornell - Wastewater Division Manager  
Steve Helmer - Interim Operations Superintendent  
Ryan Stoughton - Assistant City Engineer- Wastewater

##### **Members of City Commission**

David Anderson- Mayor  
Don Cooney- Vice Mayor  
Qianna Decker  
Jeanne Hess  
Stephanie Hoffman  
Estevan Juarez  
Chris Praedel



---

**Jones & Henry Engineers, Ltd.**  
**Kalamazoo, Michigan**



## TABLE OF CONTENTS

Project Mission Statement	Page 2
Background	Page 2
Introduction	Page 2
Submittal Requirements	Page 3
Scope	Page 3

## **PROJECT MISSION STATEMENT**

To provide a sustainable solution for the disposal of wastewater biosolids residuals that aligns with the City of Kalamazoo's Strategic Vision and Master Plan while being supportive of the Community Sustainability Plan and respectful of the Neighborhood Plans.

## **BACKGROUND**

With a complicated mix of industrial constituents, the City of Kalamazoo (City) has limited options for residual biosolids disposal. The City's current disposal management for its residual biosolids is via dewatering and trucking to various landfills within Michigan and Northern Indiana. Contaminates of emerging concern (CEC) and soil mechanic properties of biosolids have led to significant risk mitigation pressures on disposal sites. This increased risk has led to increased costs. Although current residual biosolids dewatering capital investment and operational strategy projects are on pace to meet their respective goals, it is unlikely that future costs increases will be avoided.

In the face of rising costs and with a focus on sustainable wastewater treatment, the City is continuing its efforts to reduce the volume of residual biosolids requiring disposal through short- and long-term solutions. City staff are continuing to identify sustainable solids handling optimization strategies, methods, and procedures for the near term while working to identify intermediate economic improvements for residuals management.

## **INTRODUCTION**

The City is investigating process alternatives and additions which will provide sustainable disposal management of the residual biosolids produced at the City's regional publicly owned treatment works (POTW), the Kalamazoo Water Reclamation Plant (KWRP).

The KWRP receives wastewater characterized in three primary categories: domestic, comprised of residential and commercial; light industrial; and significant industrial users including recycled paper manufacturing, pharmaceutical production, and breweries. Industrial wastewater accounts for approximately 25% of the daily wastewater treated at the KWRP. The KWRP is a permitted 53.3 MGD average advanced activated sludge treatment plant currently operating at 28 MGD average which includes coarse screening, aerated grit removal, fine screening, primary settling, powdered activated carbon slurry addition, A2O biological phosphorus removal activated sludge, secondary clarification, tertiary filtration, and sodium hypochlorite disinfection followed by sodium bisulfite dechlorination.

Settled Primary and Waste Mixed Liquor secondary sludges are individually gravity thickened to approximately 5% solids and 4.5% solids respectively, then combined for centrifuge dewatering at an approximate flow rate ratio of 40% primary and 60% secondary. A current combined approximately 80,000 wet tons of residual biosolids per annum require disposal with a combined dewatered 21.5 - 23.0% solids. The dewatered biosolids are pumped to storage in bunkers prior to being loaded into gravel trains and hauled for disposal at a landfill.

The City is seeking a reliable and proven treatment process technology solution which meets the following goals: minimizes operating expenses (OPEX) and capital expenses (CAPEX) budgetary risk and

uncertainty; reduces current cradle-to-grave residual biosolids process greenhouse gas footprint and fugitive emissions; and focuses on staff safety with a reduction in disposal volume and/or mass.

Significant Industrial User wastewater coupled with CECs make final disposal options of the City's residual biosolids limited. Landfilling shall be the final residual biosolids disposal method. Solutions where the biosolids end-product is not landfillable will be strictly excluded from consideration. Required process side-stream(s) treatment including recycle loading back on the KWRP will also be considered.

This request for information (RFI) includes performance criteria and important features to the City. The City will be evaluating each response to help facilitate a decision on a process technology or coupled technologies the City would like to fully explore. Additional details beyond those provided as a response to this RFI may be requested at a later date. The information submitted in response to this RFI is intended to guide the City's future decision making. Any entity seeking to promote a solution that meets the City's stated goals and criteria is strongly encouraged to respond. Failure to respond to this RFI may, at the City's sole discretion, disqualify a solution from future consideration. The City's expectation is a potential alternative or addition be a proven full-scale technology but also understands that solids management technologies are advancing rapidly. Technologies with limited history may be cautiously considered.

## **SUBMITTAL REQUIREMENTS**

Responses to this RFI shall follow the submittal requirements outlined in Section I – Instructions to Vendors with the following guidance. Section II – Questionnaire shall be filled out in its entirety and included with the submittal. Each respondent shall submit their responses to the scope items below on an unlocked flash drive as an unencrypted PDF file, fully indexed using the table of contents, searchable with thumbnails generated. PDF documents shall have bookmarks in the navigation frame for each of the seven (7) sections included in the *Scope* section of this document. The attached fillable checklist (Attachment B) must be submitted as part of the PDF as the first pages of the response following the table of contents. Any narrative, diagrams, or documentation answering the below questions shall be limited to 50 pages. Additional information which the respondent wishes to submit can be included in an appendix limited to an additional 50 pages. All units shall be in US customary, and all costs are to be provided in US dollars.

## **SCOPE**

In general, the City is requesting information which answers the following questions for any respondent's proposed scope of supply process technology alternatives or additions.

### **1. Overview**

1. As a respondent, are you a Manufacturer, Manufacturer Sales Representative, Professional Consultant, or Technical Advisor?
  - If you are a Manufacturer, who is your sales representative?
  - If you are a Manufacturer Sales Representative, do you hold the rights to sell the process technology equipment in the Southwest Michigan market?
    - If not, who does?
  - If you are a Professional Services Consultant or a Technical Advisor, please provide where, and to what degree, your service scope fits into achieving the

goals outlined in this RFI.

2. What is your recommended full time employee equivalent staffing level including operations, maintenance, and instrumentation staffing for an installation sized to meet the current facility processing parameters?
  - Respondent is asked to provide their opinion of the required number of staff to operate the technology including a brief description of each role (for example: 1<sup>st</sup> shift maintenance technician, 1<sup>st</sup> shift electrician, 3<sup>rd</sup> shift laborer, etc.). Respondent is also asked to include approx. time duration for recommended routine operational checks and routine maintenance requirements of your process equipment technology.
  - If special licensed technicians are required to operate and maintain the equipment, such as boiler operators, then those licenses should be indicated.
3. References
  - Respondents are asked to submit references for up to five full-scale installations.
    - Installations with similar solids content and volume as KWRP are preferred with successful operations for a continuous five years.
    - References within the US are preferred; however, references outside the US may also be included. Reference contacts should be checked by the respondents prior to submitting.
  - Technologies where full-scale installation information is not available may submit pilot testing data and conceptual equipment costs and diagrams.
  - For each reference project, the following information shall be included: a general description of the installation including ancillary sludge handling processes, facility location, feedstock characteristics, equipment capacity (feedstock input rates), date of installation, and scope of supply budget cost.
4. Provide evidence that the proposed technology complies with Build America, Buy America (BABA) requirements.
  - If the respondent cannot meet the BABA requirements, can a waiver from BABA be obtained? Explain the reason why a waiver would be approved.

## **2. Process Technology Overview**

1. What is your general process equipment technology scope of supply and what is (are) the final product output(s) of your process technology?
  - The respondent shall include a general scope of supply process equipment technology description, schematic flow diagram, and footprint of the technology, including appurtenances, which meets the feedstock parameters stated above. Include identification of side-stream treatment(s) or auxiliary support process equipment not included within respondent's scope of supply but is recommended or required for a typical complete process facility or to meet the goals identified above.
  - Respondent shall provide a flow diagram illustrating all final product outputs for the proposed technology. If variable final outputs points within the proposed process are possible (for example: dried biosolids as a final output prior to a thermal oxidation process) then such flexibility should be indicated on the flow diagram.

- For each output, respondents are asked to provide detailed characteristics of the final product output location, including but not limited to, volume and/or mass reduction expected and percent solids.
- Respondent is asked to provide in the process flow diagram schematic and narrative, if necessary, for all side-stream outputs for the proposed technology. Side-streams may include dust, condensate, foul air, process water, etc.
  - For each side-stream, respondents are asked to provide detailed characteristics of the makeup of the side-stream requiring further treatment.
- 2. Detail the mechanism for removing water from the feedstock or the mechanism for reducing the volume of the feedstock.
- 3. What is the feasibility of modular expansion of your process technology?
  - A technology that can be scaled up efficiently and expanded modularly is preferred. Respondents are asked to include information on existing installations that have been expanded. Respondents are asked to include the minimum and maximum unit sizing of major pieces of equipment required for the proposed technology.
- 4. What integrated critical equipment redundancy is built into a single train of your process technology?
  - Information is requested regarding integrated equipment redundancy. The respondent shall describe recommended equipment redundancy. If the respondent recommends less than full redundancy for any part of the process, they are asked to provide an explanation of how effective solids disposal can be maintained in the event of equipment downtime.
- 5. What complimentary upstream and/or downstream processes would you recommend?
  - The respondent is asked to provide general information on any supplementary process equipment which may be coupled with the respondent's process equipment technology to further achieve the goals stated above. Please include identification of these process(es) on the process flow diagram schematic.
  - Complimentary processes are not required to be within the respondent's scope of supply.

### **3. Volume Reduction and Feedstock Characteristics**

1. What is your process technology's projected volume/mass reduction?
  - Respondent shall submit achieved solids volume and/or mass reduction or solids concentration increase from of up to five existing full-scale installations. A general description of each existing installations' sludge stream parameters shall be included. The existing installations' parameters shall utilize the unit parameters of the feedstock, i.e. wet tons, gallons, and solids percentage, with the unit parameters of the output, i.e. dry tons, gallons, and solids percentage.
  - When possible, the data from existing facilities should match the references requested in section 1.
2. What is your process technology's required feedstock characteristics?
  - Respondent shall submit preferred feedstock characteristics necessary for its process equipment technology to perform optimally. If various feedstock characteristics are capable of being fed at different locations within the process

flow schematic, please include that additional information.

3. What additional information about the feedstock into your process technology is required to be supplied to you so your process technology may, including but not limited to:
  - be sized to meet a basis of design demand?
  - determine BTU / KW input to your process to achieve a proposed output product?
  - determine solids volume and/or mass reduction through your process technology?
  - determine caloric value of proposed output product?
4. What is your process technology's ability to accept feedstocks with variable characteristics, feed rates, and input points?
  - Respondent is asked to provide a process flow diagram schematic of each inputs including feed location for the proposed technology. If variable input points of varying feedstock characteristics are possible (for example: blending dewatered solids and/or thickened solids from an outside community before proposed process technology equipment) then such flexibility should be indicated on the flow diagram. For each feedstock and input point, respondents are asked to provide detailed characteristics including minimum values, maximum values, and a preferred efficient-operational range.

For example:

- *Solids input: 18 – 25 percent solids (23 percent optimal), 6 - 15 wet tons per hour (8 - 10 optimal), 60 - 80 percent volatile solids (70 percent optimal), energy value 23 to 27 Mj/kg (27 Mj/kg optimal)*
- *Electricity input: 480V, 3 phase, 3 MW maximum load, 1.2 MW standard operation load*

#### **4. Environmental Impacts**

1. What is your process technology's potential for fugitive emissions, including but not limited to nuisance odors, NOx, SOx, etc.?
  - Technology that contributes additional odor to the KWRP site, during transportation, or at the landfill will not be considered. If odor is generated from the proposed technology, respondent shall provide description of their included odor mitigation measures. If odor is not generated, respondent shall describe how the process will not contribute any odors. If a technology professes to have zero odor generation potential, then evidence and/or references are requested.
2. What is the environmental impact or benefit of implementing your equipment at our facility?
  - Respondent shall submit information detailing the technology's carbon footprint and/or greenhouse gas emissions in a 1-page or less narrative. The description should include all carbon emissions, energy inputs, delivery of chemicals, and disposal/trucking emissions. Carbon emissions should be in tons of carbon per year.
3. What is your process technology's ability of handling of Contaminates of Emerging Concern?
  - The respondent shall indicate whether the technology has been permitted

and/or EPA approved for the capability to reduce or eliminate various contaminants of emerging concern, including but not limited to PFAS/PFOA, VOCs, etc. Separate process equipment technology coupled with the respondent's proposed process may be considered. In either case, respondent is asked to provide independent laboratory testing, where available, to support submitted claims.

## 5. Permitting

1. What Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or US Environmental Protection Agency (EPA) permitting does your process technology require?
2. Has your process technology previously obtained State (Michigan) and / or Federal permitting?
  - The technology shall be such that has been previously, or capable of, being permitted by the EGLE, including the Michigan Air Quality Division. This includes all applicable local and state requirements and codes. If the technology has not been permitted in Michigan, respondent shall include actions items that would need to be completed for the technology to be permitted. If the technology is currently in the process of being permitted, the respondent shall send information on where in the process the permit is and information on the proposed system being permitted. Permitting in other states is helpful; however, does not remove the responsibility of the respondent from providing Michigan-specific information in this section.
3. Respondent shall investigate and report the air permitting requirements in the State of Michigan as they relate to their proposed technology.

## 6. Technology Inputs

1. What quantity of inputs is required to "island" operate your process technology?
  - This includes but is not limited to external energy, pressurized wash water, pure oxygen, dehumidified air, etc.
2. Is the energy input into your process technology electricity, natural gas, steam, compressed air, etc.?
3. Respondent shall provide a schematic flow diagram of all inputs for the proposed technology. For each energy input, respondents are asked to provide detailed characteristics which are in alignment with feedstock parameters stated above. For example:
  - *Feedstock input: 21 percent solids, 9 wet tons per hour, 70 percent volatile solids, energy value 25 Mj/kg*
  - *Electricity input: 480V, 3 phase, 50KW per hour*
  - *Natural Gas Input: 50 CM per hour*

## 7. Pilot Testing

1. What is your process technology's ability to be pilot tested onsite or laboratory tested at another location?
2. The respondent should cite whether they have the capability to provide an onsite pilot test or the ability to perform testing of Kalamazoo's solids at an alternate location.

Stipulations or requirements of pilot testing should be included.

- What is the cost for onsite pilot testing?
- What is the cost for laboratory testing?



# **ATTACHMENT B**



**THE CITY OF KALAMAZOO  
DEPARTMENT OF PUBLIC SERVICES**

**REQUEST FOR INFORMATION  
(To be submitted with information packet)**

**Residual Biosolids Sustainable Alternative**

**Bid Reference #: 96871-018.0**

## ATTACHMENT B

City of Kalamazoo, Michigan  
Water Reclamation Plant  
Residual Biosolids Sustainable Alternatives  
RFI Submission

Respondent Company: \_\_\_\_\_  
Equipment Manufacturer: \_\_\_\_\_  
  
Technologies Submitted: \_\_\_\_\_  
Type of Technology: \_\_\_\_\_

Build America, Buy America (BABA) Compliance: \_\_\_\_\_  
Check, if yes

### References

	Contact Name	Phone Number
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

### General Process Description and Schematic

	Check if included in submission
Process Description and Schematic	_____
Ability to accept variable solids	_____
Feedstock Schematic	_____
Ability to insert solids from outside sources	_____
Side Stream Flows	_____
Integrated Equipment Redundancy	_____

## ATTACHMENT B (Cont.)

### Solids Volume Reduction

Existing Installations:

	Wet Tons In	Wet Tons Out
1		
2		
3		
4		
5		

### Odor Generation

Odor Mitigation Equipment, if required

If none, include narrative and references

### Carbon Footprint

Describe the technology's carbon footprint

### PFAS Reduction/Elimination

Check, if yes

If yes, was data included?

### Permit-Ability

Permitted in Michigan

If yes, how many

Permitted in another state

If yes, list states

In permit review process\*

\*If yes, include narrative describing where in the permit review process the technology is at

Check which are applicable

### Pilot/Alternate Site Testing

Capability to Pilot?

Capability for alternate

site testing?