



September 24, 2021

REQUEST FOR PROPOSAL # 2021-1028

For: BIOSOLIDS REMOVAL HAULING AND DISPOSAL SERVICES

Proposal Due Date: October 28, 2021
Proposal Due Time: 2:00 PM Local Time

Mail Proposals To: P.O. Box 1358 Burlington NC 27216-1358
Hand Deliver Proposals To: 244 Davis Street Burlington, NC 27215

Procurement Contact: Sonjia Cross, CLGPO
Purchasing Manager
P.O. Box 1358 Burlington, NC 27216-1358
244 Davis Street Burlington, NC 27215
scross@burlingtonnc.gov
(336) 222-5006

NOTICE TO PROPOSERS

Sealed proposals for the removal, hauling, and beneficial reuse/disposal of thickened and dewatered biosolids from the City of Burlington (the City) Wastewater Treatment Plants and Water Treatment Plant Lagoon will be accepted until 2:00 PM, October 28, 2021, at the office of the Purchasing Manager located at 244 Davis Street Burlington, NC 27215 or by mail at P.O. Box 1358 Burlington NC 27216-1358.

The proposal is for the removal, hauling, and beneficial reuse/disposal of approximately 16,000 wet tons dewatered biosolids and 15,545,000 gallons thickened biosolids per year from the City's both East Burlington Wastewater Treatment Plant (EBWWTP) and South Burlington Wastewater Treatment Plant (SBWWTP), including JD Mackintosh Water Treatment Plant Lagoon. Proposals for a five (5) years contract are requested. The City of Burlington reserves the right to reject any or all proposals and to waive any irregularities or informalities. Also, the City reserves the right to accept other than the most financially advantageous proposal.

The complete Request for Proposals may be obtained from the City of Burlington at no cost. All questions concerning this proposal shall be directed to the Purchasing Manager, Sonjia Cross via email at scross@burlingtonnc.gov or mailed to her attention at P.O. Box 1358 Burlington, NC 27215. No oral statements, comments, or question shall be taken into consideration.

The City of Burlington hereby notifies all proposers that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded in compliance with the North Carolina Equal Employment Practices Act.

I. PURPOSE

The City of Burlington (the City) is soliciting proposals from qualified firms (Vendor/Contractor/Proposer) to provide removal, hauling, and disposal services of thickened and dewatered biosolids generated by its wastewater treatment plants and water treatment plant lagoon, including other related services such as permitting and testing sites receiving biosolids for land application. The City is more interested in proposals that have demonstrated reliable reuse of biosolids in an environmentally beneficial and sustainable manner. Prices shall be provided for the removal, hauling/transport, and disposal of biosolids in dewatered form and thickened liquid (slurry) form. The Contract shall be awarded to the most qualified Contractor(s) whose proposal satisfies all the requirements of this RFP. Copies of the RFP may be obtained, on via download from the City's website at www.burlingtonnc.gov through Thursday, October 28, 2021.

II. SUBMITTAL DEADLINE AND ADDENDA

1. PROPOSAL SUBMISSION DEADLINE

All proposals must be submitted in a sealed envelope and marked on the outside "**RFP # 2021-1028 Biosolids Removal Hauling and Disposal Services.**" Responses to this RFP must be submitted in a sealed package labeled with the Vendor's name, address, and contact information. One (1) tabbed and bound original signed by a person who is authorized to bind the proposing firm and six (6) tabbed and bound copies must be submitted by the Vendor. The Vendor must also submit one electronic copy of their response on a flash drive: including all sections. All electronic documents should be presented in PDF, Word, or Excel format. The flash drive should accompany the physical submission in the same package.

Proposals will be received at the office of the Purchasing Agent of the City of Burlington until 2:00 PM, Friday, October 28, 2021.

City of Burlington

Mailing Address: PO Box 1358 Burlington, NC 27216

Hand Delivery Address: 244 Davis Street Burlington, NC 27215

Attention: Sonjia Cross, CLGPO, Purchasing Manager

Vendors should review the RFP fully, complete the Proposal with all necessary forms and attachments, and submit the package no later than the due date and time listed above. Proposals received after this date/time will not be considered. Postmark date will not constitute timely delivery. The Vendor is solely responsible for ensuring timely receipt of their Proposal. Delivery by fax or email will not be accepted. A Vendor will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the time specified for the opening of the proposals. Vendors are welcome to respond to any component(s) of the requested solution. However, Vendors must complete the entire submission and may only submit one Proposal.

The City reserves the right to:

- a. Accept or reject any and/or all submissions of proposals;
- b. Waive irregularities or informalities therein;
- c. Accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City;
- d. Make an investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but not limited to, current financial statements certified by an independent Certified Public Accountant (CPA), verification of availability of equipment and personnel, and past performance records.

2. QUESTIONS & ADDENDA

The City may modify the RFP prior to the date fixed for submission of proposals by the issuance of addenda. **All technical questions regarding the RFP or the evaluation process shall be submitted via email only no later than 5:00 PM on October 8, 2021 to:**

Sonjia Cross, CLGPO
Purchasing Manager
scross@burlingtonnc.gov

Written responses to all questions received will be issued as addenda by the date outlined in the schedule. The identity of Proposers submitting questions will not be disclosed in the addendum. No oral statements, explanations, or commitments by whosoever made shall be of any effect unless incorporated in a written addendum. Acknowledgement of receipt of any addendum issued for the RFP shall be signed, dated, and submitted in the Proposal Appendix C.

3. PROPOSAL PREPARATION AND FORMAT

All expenses for preparing and submitting a Proposal are the sole cost of the party submitting the Proposal. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals as “proprietary”, “confidential”, or any other designation of restricted use will not automatically protect the information from public view.

Proposers are cautioned to examine the specifications, delivery schedule, proposal prices, and all instructions pertaining to services. Failure to do so will be at proposer’s risk.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or table should be numbered and properly labeled. Each proposal should be organized, bound and tabbed as outlined below:

- Section 1: Executive Summary or Cover Letter (2-page limit)
- Section 2: Project Performance & References (20-page limit)
- Section 3: Personnel Qualifications & Experience (6-page limit)
- Section 4: Equipment
- Section 5: Pricing
- Section 6 : Required Forms and Signature Forms

Note that sections 1-3 of the Proposal are limited in page count. Vendors must adhere to the page limits listed above. All pages will be numbered, center justified. Font size shall be no larger than 12 and no smaller than 10; margins shall be 1” on all sides; paper shall be standard 8.5” x 11”. A page is defined as one side of the sheet of paper, so for example, one sheet of paper printed on each side of the paper would count as 2 pages.

Section 1: Executive Summary/Cover Letter

Proposer's proposal shall contain an Executive Summary acknowledging Proposer's understanding of the RFP process and requirements set forth in the RFP, including its interest in and commitment to its Proposal. It shall provide the name, address, telephone, and fax numbers of the offeror along with the name, title, address, telephone, e-mail address of the executive that has the authority to contract with the City. The Executive Summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm's ability and desire to meet the requirements of the Request for Proposal. The Executive Summary should also include a brief history of the firm but should not exceed two (2) pages.

Section 2: Project Performance & References

The Contractor should describe in detail its proposed operational plan to provide services requested by this RFP from notice to begin work, conduct operations, and, haul and land apply, reuse or otherwise dispose of biosolids. The Contractor should provide three (3) verifiable governmental references where removal, hauling, and disposal of liquid and/or dewatered biosolids have been provided within the last ten (10) years. That should include projects that are most similar in scope and volume. The Contractor should provide information on each project including, but not limited to, the following:

- a. Project and facility name, Location, facility owner name
- b. Contract description and duration
- c. Project Manager
- d. Name and telephone number of the person to contact

Section 3: Qualifications & Experience

The Contractor should demonstrate its familiarity with and knowledge of the removal, transport, and disposal or beneficial use of biosolids that meet federal and North Carolina State requirements. The Contractor should provide evidence of good standing under the laws of the State of North Carolina and, in the case of corporations organized under the laws of any other State. The Contractor should provide evidence of licenses to do business and in good standing under the laws of the State of North Carolina or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

The Contractor should provide an organization chart outlining operational structure, segregating its staff from that of anticipated subcontractors. The Contractor should also provide resumes for key personnel including, but not limited to, the General Manager, Operation Manager, and Project Manager. Relevant experience on projects of similar size and scope, and professional qualifications (to include resumes, licenses, and certifications) of staff to be assigned to the project must also be listed.

Section 4: Equipment

The Contractor should provide a list of all owned equipment for the use of biosolids removal, hauling, and beneficial reuse or disposal. Proposals shall illustrate the Contractor's ability to provide the necessary equipment to fulfill the services outlined herein and provide a level of reliability for executing such services.

Section 5: Pricing

All price proposals shall be made on the form included in Appendix B. Clearly, indicate the price per gallon and per wet ton for the liquid and dewatered biosolids respectively in the space provided.

Section 6: Required Signature Forms

The Proposers should include, but not limited to, signed copies of the following documents:

- Proposal Submission Form, Appendix A
- Pricing Form, Appendix B
- Addendum Receipt, Appendix C
- E-Verify Affidavit, Appendix D
- Anti-Collusion Form, Appendix E
- W-9 Form, Appendix F (Contractor supplied)
- City of Burlington Contractor Safety Form, Appendix G

III. SELECTION PROCESS

1. SOLICITATION SCHEDULE

Listed below are the important dates and times related to this solicitation. The City may find it necessary to change any of these dates and/or times.

Activities	Estimated Completion Dates and Time
Issuance of RFP to qualified Contractors	September 24, 2021
RFP comments and questions due from Contractors	October 8, 2021
City response to questions/comments	October 12, 2021
RFP due Date and Time	October 28, 2021
Evaluation by City	October 28 – November 5, 2021
Contractor selection	Week of November 8, 2021
Negotiation of agreement with Contractor(s)	November 8- November 30, 2021
Recommendation of award of Contract(s) to City Council	December 7, 2021
Contract effective date (if awarded)	January 01, 2022

2. EVALUATION OF PROPOSALS

The evaluation of proposals will be carried out by the City of Burlington Staff. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process. The evaluation committee will review and evaluate the received proposals using the following criteria and their associated weights. The criteria will include, but are not limited to, the following:

Criteria	Maximum Points
Overall responsiveness to the RFP <ul style="list-style-type: none"> ◆ Proposer’s approach to providing service ◆ Compliance with the information listed in the RFP 	35
Qualifications, Experience & References <ul style="list-style-type: none"> ◆ Knowledge and ability to provide services ◆ Resources (Personnel and Equipment) ◆ Availability and commitment to providing timely service to meet the City’s needs ◆ Financial resources ◆ Proof of being in business for no less than five years ◆ Past success and future viability ◆ Proof of (3) biosolids generators currently using similar services in NC 	25
Safety <ul style="list-style-type: none"> ◆ Safety program ◆ Training records 	15
Price/Cost	25
Total	100

3. AWARD PROCEDURES

The award shall be made in the best interest of the City. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina Law. The City reserves the right to accept other than the most financially advantageous proposal. The City may, at its sole discretion, require one or more proposers to appear before the evaluation committee for an interview or to make a presentation either in-person or via web-based meeting system (Zoom, Teams, etc.). During such interview, the proposer may be required to orally present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meeting. Since the City may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer’s best offer for performing the services described in this RFP.

As the City may award a contract based on the initial offer, a proposer should make its initial offer on the most favorable terms available. The City reserves the right, however, to have discussions with those proposers falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter. The City may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful. The commencement of such discussions, however, does not signify a commitment by the City to execute a contract or to continue discussions. The City may terminate discussions at any time and for any reason.

4. AWARD

As the best interest of, the City may require, the right is reserved to award the contract in the aggregate, by individual service, group of items, all or none, divide the award or a combination thereof.

IV. SCOPE OF SERVICE

1. GENERAL INFORMATION

The City of Burlington owns and operates two wastewater treatment plants; East Burlington Wastewater Treatment Plant (EBWWTP) located at 225 Quarry Road Burlington, NC 27217 and South Burlington Wastewater Treatment Plant (SBWWTP) located at 2471 Boywood Road Graham, NC 27253. Both wastewater treatment plants operate around the clock and have a combined capacity to treat 24 million gallons per day (MGD) of wastewater. EBWWTP and SBWWTP discharge their respective treated wastewater (effluent) into the Haw River and the Big Alamance Creek, a tributary of the Haw River. The City also owns and maintains a wastewater lagoon, which contains mainly aluminum sludge generated by JD Mackintosh Water Treatment Plant located at 3400 Harris Road Burlington, NC 27215. In the lagoon, the physical and biological treatment process occurs naturally while the treatment utilized at the wastewater treatment plants, either year-round or seasonally, involves manmade systems where physical, biological, and chemical processes take place to remove contaminants from wastewater and convert it into effluent that can be returned to the environment without harming people or wildlife. The treatment system consists of:

- Mechanical bar screen;
- Grit removal system;
- Primary clarifiers;
- Bioreactor (anaerobic zone, anoxic zone, and aerobic zone);
- Secondary clarifiers;
- Tertiary filtration;
- Chlorination and dechlorination.

2. CHARACTERISTICS OF BIOSOLIDS

The City does not guarantee production of a minimum quantity of biosolids under this RFP. The data provided below regarding biosolids quantities is based on the 2020 production and is being provided for informational purposes and cost analysis only. Actual annual quantities may exceed or fall short of these estimates.

a. South Burlington Wastewater Treatment Plant

Biosolids from the SBWWTP are commonly in dewatered form (solids biosolids), but the plant has the capacity to store, digest, and lime-stabilize slurry sludge of 3.0-3.5% solids content prior to being land applied as a class-B biosolids. On an annual basis, the SBWWTP generates approximately 14,000 wet tons of dewatered biosolids with a dry solids content of 14.5-16.5%. The SBWWTP biosolids will be primarily dewatered for beneficial reuse/disposal, and alternately thickened and land applied in liquid form when the dewatering system is down.

b. East Burlington Wastewater Treatment Plant

The EBWWTP generates approximately 11,045,000 gallons of liquid biosolids with a solids content of 3.0-3.5% per year from the primary clarifiers. The primary clarifiers sludge is generally in liquid form and stabilized with hydrated lime prior to being land applied as a class B biosolids. Typically, a Fournier rotary press receives liquid sludge from the secondary clarifiers and produces a final product of 13-17% solid biosolids. The estimate quantity of the solid biosolids produced is about 2,000 wet tons per year. However, the secondary liquid sludge can be transferred to the primary holding tank, mixed with primary sludge, lime-stabilized, and land applied as well. Recently, the City purchased a skid-mounted belt filter press to dewater the primary or mixed primary/secondary sludge during wet weather conditions.

This intent of the City is to land apply as much as possible biosolids generated from both primary and secondary clarifiers, and alternatively, operate the skid-mounted belt filter press and/or Fournier rotary press to produce dewatered biosolids when needed.

c. JD Mackintosh Water Treatment Plant Lagoon

In addition to the wastewater residuals, JD Mackintosh Water Treatment Plant Lagoon generates approximately 4,500,000 gallons of aluminum sludge per year. The lagoon is dredged annually. The Contractor shall be required to mobilize and furnish all necessary equipment, labor, and materials to dredge biosolids from the lagoon after being notified by the City's personnel. Solids are a Class A material and land applied as a Class A material.

3. STORAGE OF BIOSOLIDS**a. Storage of Thickened (Slurry) Biosolids**

The City of Burlington stores digested or lime-stabilized liquid biosolids in tanks at EBWWTP. The three (3) biosolids digester tanks at the East Plant facility hold a combined total of approximately 1,200,000 gallons. The SBWWTP has four (4) digester tanks holding approximately 500,000 gallons each. These tanks provide limited storage capacities for the biosolids.

For each facility, the City will provide a loading stand, which consists of pumps, valving and discharge piping with quick-connect couplings. This arrangement allows the tankers to load from hatches on the top of the tanker. Any additional or different loading equipment shall be provided at the expense of the Contractor. It will be the sole responsibility of the Contractor to remove, transport and recycle or dispose of the biosolids stored in these tanks. The Contractor shall familiarize himself with the location and characteristics of each biosolids holding tank. The City provides a loading stand, but if it is damaged by the Contractor, the Contractor is responsible for repair and/or replacement.

b. Storage of Dewatered (Solid) Biosolids

The EBWWTP has no capacity for keeping dewatered biosolids on the plant site unless the biosolids are contained in liquid tight trailers. On the other hand, the SWWTP has a top covered storage building where approximately 110 wet tons of dewatered biosolids can be temporarily stored. However, the City would rather have the biosolids removed on a daily basis. At any time, the dewatered biosolids shall be loaded in the Contractor's liquid tight trailer(s) using the City's equipment, operated by the City's personnel. The Contractor shall furnish those liquid tight trailers within 24 hours of being notified by the City's personnel. The Contractor shall have available sufficient reserve liquid tight trailers to provide for unforeseen surge in biosolids production or other adverse contingencies. All trailers should have a capacity to hold 20 to 24 wet tons dewatered biosolids.

c. Storage of Aluminum Solids (JD Mackintosh Water Treatment Plant)

Aluminum sludge is stored in a two lagoons at JD Mackintosh WTP. Each cell can hold approximately 3,000,000 gallons of sludge. The aluminum sludge removal, transport, and disposal shall be the responsibility of the Contractor. If a dredge is used by the Contractor to remove solids from the lagoon, the City will provide crane service.

4. HAULING SCHEDULE

During the contract period, the Contractor should perform work in the purpose of minimizing interference with the City's treatment plant operations. Also, no biosolids shall be hauled and disposed of on Sunday or on legal holidays without prior arrangement with the City. Hauling and application of liquid biosolids shall also be done only during daylight hours, from dawn to dusk. The Contractor must have the equipment immediately available to haul a minimum of 100,000 gallons per day of liquid biosolids and have equipment available to haul 150,000 gallons per day, weather permitting or land availability. The Contractor shall follow a schedule established by the City where biosolids will be applied. This schedule of locations will be available at least one week in advance of biosolids application. Actual application dates will be coordinated between the City, the contractor and the landowner/lessee as weather, field conditions and landowner/lessee schedule permit. Changes in the schedule are permitted, but only with the approval of the City.

For dewatered biosolids, the Contractor shall pick up the loaded trailer(s) within 24 hours of being notified by the City that a trailer is full to minimize back up of biosolids, which can lead to the development of obnoxious odors and other nuisances in the facility and the nearby neighborhood.

5. BIOSOLIDS TRANSPORT

The Contractor shall secure, maintain, and insure Transport Vehicle and other equipment necessary for the transport of the City's biosolids for beneficial reuse or disposal. Contractor shall ensure that all equipment used for such purposes is operated safely and that such equipment, and use thereof, complies with all state Applicable Law, as well as the City's Safety Policy Procedure. All equipment used shall be equipped and maintained to prevent leakage, spillage, and/or overflow.

The Contractor shall provide the City with a detailed equipment list to include number and type of units that will be utilized for the management of the City of Burlington biosolids. Drivers and vehicles shall comply with all commercial vehicle regulations. This includes drug screening, physicals, etc. for all drivers.

All vehicles shall be equipped with safety decals, fire extinguishers, DOT placards, back-up alarms, and other safety equipment as required. A copy of the emergency spill control plan and the City's land application permit issued by the State shall be always kept in the truck. The Contractor will maintain records of all inspections and safety reviews. The Contractor will provide the City with a list of all contact operators serving the project.

a. Liquid biosolids Transport

Liquid biosolids shall be transported in sealed tank bodies or equivalent. The capacity of all tankers and/or any other container used to calculate the volume of liquid biosolids hauled for payment will be certified by an independent agency capable of performing such certifications, and the City of Burlington is to be furnished a copy of this certification prior to any such tanker and/or container being used. The tanker must be uniquely numbered on the sides and back with letters and/or numbers at least four (4) inches tall. These identification numbers must correspond with the certification document as to tank capacity.

b. Solid Biosolids Transport

Solid biosolids shall be transported in liquid tight trailers with manual turnbuckle, air locking gate, and splash guards in front and back. All trailers will be numbered, which numbers shall be noted on the daily trip tickets. All trailers must be covered with tarpaulin or similar device as necessary to prevent windblown removal of material during transport and to contain odors as well. Contractor is responsible for ensuring all DOT weight requirements are met related to transport vehicles.

6. LIQUID BIOSOLIDS APPLICATION METHOD AND RATES

The Contractor shall have equipment capable of surface application. The loading rates shall be determined according to approved agricultural standards (plant uptake rates, mineralization rates, and nutrient management practices) and the Land Application Permit. The Contractor is solely responsible for the management of the land on which biosolids are applied. The Contractor shall maintain accurate records of all trace metals as required by the permits and shall be responsible for maintaining acceptable application rates. The Contractor should have qualified soil science and agronomy personnel on staff to advise or supervise the application method and rates.

7. APPLICATION SITES

No biosolids shall be applied to any land not duly and properly permitted or approved by NCDEQ. It shall be the sole responsibility of the Contractor to ensure that its operators know the boundaries of the application sites and the proper procedures and practices for land application of class A and B biosolids. The Contractor shall outline the application sites with marker flags prior to application. The Contractor shall ensure all work areas and fields entry and exit roads remain clean and well-marked for traffic purposes.

8. PERMITTED LAND ANALYSIS AND TESTING

Any and all soil testing, or pH adjustment of the soil, necessary for the land application of biosolids is the sole responsibility of the contractor. The Contractor shall comply fully with all analytical requirements of the land application permits. This information will be used in the preparation of the annual report that is submitted to the regulatory agencies. The Contractor shall supply both the City and the landowner with a copy of this analysis. This analysis shall be used to determine proper nutrient management and liming practices, etc., which should be followed prior to the biosolids application. The Contractor shall be responsible for correspondence with the landowner concerning lime additions or other nutrient additions needed to supplement crop growth. The Contractor will coordinate the liming of farmland prior to the application of biosolids to comply with permit restrictions.

9. BIOSOLIDS SAMPLING AND ANALYSIS

The City will provide the Contractor with all sample results for nutrients, metal, and pollutants at the frequency that is required by the Class A and Class B land application permits. The Contractor shall use these results to calculate the appropriate application rate according to crop agronomic needs. An annual Toxicity Leaching Characteristic Procedure (TCLP) shall be performed by the City, with results provided to Contractor. Again, the Contractor shall be responsible for all soil sampling required by the State of North Carolina land application permit at respective application sites. All sampling activities for biosolids or soils must adhere to the state of North Carolina sampling requirements, as well as other applicable regulations.

10. SPILL CONTROL AND CLEAN-UP

The Contractor shall develop and implement a spill Control and Clean-Up Plan and Procedure which complies with DOT, OSHA, NCDEQ, EPA, and the City regulations and standards, as well as other applicable law. A copy of such plan should be provided to the City prior to the initiation of the biosolids project. Contractor shall coordinate said plan with the City's Spill Control and Clean-Up Plan.

The Contractor must operate all equipment utilized under this agreement in such manner as to prevent spillage of biosolids during removal, transport, and disposal. However, if at any time biosolids are spilled onto a street or any property, whether publicly or privately owned, by the Contract or any of its subcontractors, or the contents of the truck are spilled or illegally dumped onto a street, property, or anywhere, whether publicly or privately owned, the Contractor shall clean up the spilled or illegally dumped matter immediately. The materials shall be cleaned up sufficiently so as to restore the cleanliness of the property and the safety of the occupants.

The contractor shall immediately notify the City once a spill of biosolids, of any amount, has occurred. The Contractor shall submit a written report describing the nature of the spill, quantity of the biosolids spilled; actions taken to manage, contain, remove, and clean up the spill; the environmental impact of the spill; and the preventative steps that will be taken in the future to avoid spills to

the City within twenty-four (24) hours of the spill. Also, all reportable spills shall be reported to the appropriate local, state, and federal regulatory agencies by the Contractor.

The Contractor shall pay all costs, including City costs for laboratory testing, legal services fees, fines, and penalties associated with the spillage or dumping, or other costs assigned to the City issued by any governmental agency or other authority as a result of the spill.

11. REMOVAL DOCUMENTATION

The quantity (volume or mass) of biosolids removed by the Contractor shall be documented on a daily trip ticket. The daily ticket will serve as a manifest for transport of the biosolids, as well as an invoice document for the Contractor. With each tanker or trailer that is filled, a trip report shall include at a minimum:

- a. Treatment facility from which the biosolids were removed along with the quantities of such biosolids removed;
- b. Description of the biosolids (Liquid or Solid, Class A or Class B biosolids);
- c. Identification of the transport vehicle, as well as the trailer or tanker number;
- d. Transport vehicle driver's name and signature;
- e. Location and/or application site ID number where the biosolids were applied or reused;
- f. Date and time of biosolids removal and disposal;
- g. Name and signature of the Field Supervisor;
- h. Any other information that may be required by applicable law. Trip tickets shall be provided to the City at the end of each hauling event.

12. RECORD KEEPING

The Contractor shall provide the City with a monthly report summarizing the quantities of biosolids removed from each Treatment Facility, the disposal or reuse sites of biosolids, and other information deemed necessary. Such report shall include all analytical data, dates of application, site of application, site conditions, volumes applied, year-to-date and lifetime loadings, and any other information as deemed necessary by the City. Copies of these records are to be submitted to the City on a monthly basis by the 20th day of the following month. The Contractor shall be responsible for preparing accurate annual reports to submit to the USEPA and NCDEQ to demonstrate permit compliance. The annual report shall include all operational data (days hauled, gallons hauled, site conditions), site loading information (metals content, pH, nutrients, PAN Calculations), site soil analyses, listing of permitted fields in the program and any other required information.

13. LAND ACQUISITION AND PERMITTING

The City does not own adequate land to recycle biosolids generated at its water and wastewater treatment facilities. In the event that the City needs to have any land permitted for the application of biosolids in either liquid or solid form, it shall be the responsibility of the Contractor to assist the City in finding sufficient quantity of suitable farmland, gain approval from the landowner, and obtain proper application permits in the name of the City for all of the land from the North Carolina Department of Environmental Quality (NCDEQ). Enough land shall be permitted to ensure that disposal sites will be available whenever plant operation requires biosolids removal. Records of available sites (owner, acreage, field identification, allowable lifetime loadings, and owner sign-up sheets) shall be maintained by the Contractor with copies provided to the City.

14. ALTERNATE DISPOSAL OPTION

Should it be necessary for the Contractor to apply an alternate option (such as landfilling), the Contractor shall supply the City with the following information:

- a. The dates in which biosolids were removed from City's facilities and the alternate disposal method;
- b. The total number of loads removed from the different facilities for each day that biosolids removed occurred;
- c. The quantity of each load and the total quantities;
- d. The name of the landfill (if applicable) where the biosolids were disposed.

This information shall be supplied to the City within one month (30 days) of utilizing the alternate disposal option. No additional payment will be made for utilizing an alternate disposal option.

15. USE OF SUBCONTRACTORS

The Contractor shall limit work performed by subcontractors to the hauling of biosolids to the disposal sites. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them. The Contractor shall not otherwise subcontract the duties for the management of the biosolids set forth in any manner.

16. INSPECTION RIGHTS

The Contractor shall allow and assist in the inspection of its activities by the City. All disposal facilities including the land application sites and vehicles used by the Contractor or subcontractors must be available for inspection by the city personnel at any time requested by the city.

17. PERMIT OWNERSHIP

All land application permits will be issued to the City of Burlington. Therefore, the City will make initial contact with the appropriate regulatory agencies. The Contractor shall contact the City and receive approval before contacting any regulatory agency with respect to the City Land Application program. While obtaining the necessary permits, the Contractor shall, at all times, keep the City informed as to the status of the permit applications.

18. CITY RESPONSIBILITIES AND DUTIES

The responsibilities and duties of the City shall be the following:

- a. Operate all City biosolids processing units at the City's respective wastewater treatment plant facilities, including belt filter press, thickeners, digesters, holding tanks, Fournier rotary press, and skid-mounted belt filter press;
- b. Ensure that all City of Burlington Class A and Class B biosolids generated meet EPA 40 CFR 503 and North Carolina Department of Environmental Quality (NCDEQ) metal, pathogen, and vector requirements for beneficial reuse prior to removal, transport, and disposal by Contractor(s);
- c. Notify Contractor(s) when biosolids need to be removed and hauled;
- d. Provide the Contractor(s) with appropriate access to the City Water and Wastewater Treatment Plants;
- e. Provide the Contractor(s) with nutrient analysis and other data ensuring biosolids quality and regulatory compliance;
- f. Maintain all applicable local, state, and federal permits related to the City of Burlington production of biosolids.
- g. Select sites/fields for land application and handle communications with farmers and landowners.
- h. Prepare maps as required for land application permitting requirements.

19. ADDITIONAL SERVICES

On occasion, the City may require support from the Contractor in dewatering residuals at all three (3) facilities. If the City requests such services from Contractor or requests any other related services that are outside the scope of the Contract from Contractor, the parties shall negotiate the terms and pricing for such additional services in good faith.

20. OTHER REQUIREMENTS

Other requirements that are not mentioned above and that are incumbent on the successful operation of the removal, hauling, and beneficial reuse or disposal of dewatered or thickened biosolids are herewith included.

V. GENERAL SPECIFICATIONS - BIOSOLIDS REMOVAL HAULING AND DISPOSAL SERVICES

1. CONDITIONS

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. The Proposer shall thoroughly examine and be familiar with the Specifications. It is the responsibility of each Proposer to visit the facilities before submitting a proposal to become familiar with local conditions that might affect cost, progress, performance or furnishing of the work. Such a visit shall be scheduled through contact with the City's Residuals Management Coordinator, Shane Fletcher at (336) 570-6138 or sfletcher@burlingtonnc.gov.

Failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or to the Contract. The City shall make all such documents available to all proposers.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make its own determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

2. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when the City notifies the Contractor in writing. The Contractor(s) to whom the Contract shall have been awarded will be required to execute one (1) copy of the Contract (or such form as may mutually be agreed upon by the City and the selected Contractor) and to furnish insurance certificates. In case of the Contractor's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, the Contractor will be considered to have abandoned all rights and interests in the award, and the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified vendor or the work re-advertised for Proposals as the City may elect.

3. EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

The City will affirmatively assure that on any service pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. The Successful Contractor will carry out the obligation of the Contract in full compliance with all the requirements imposed by or pursuant the North Carolina Laws Against Discrimination and any executive orders, rules, regulations, and requirements of the State of North Carolina as they may from time to time be amended.

4. INSURANCE REQUIREMENTS

The Contractor must maintain adequate liability insurance to cover accidental damage to equipment that occurs during loading, transport, and application or disposal of biosolids. The City of Burlington must be named as an additional insured on the contractor’s insurance policy. This insurance is to include General Liability, Automobile Liability, Pollution and Remediation Legal Fees, Excess Liability Umbrella, Worker’s Compensation and Employers Liability, and Professional and Pollution Legal – General Contractor’s Form coverage. Certificates for Workers Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the bid package. The Contractor, at its own expense, shall keep in force and at all times maintain during the Agreement.

Insurance Type	Each Occurrence	Aggregate
General Liability		
Bodily injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
Automobile Liability		
Bodily injury & Property Damage Combined Single Limit	\$1,000,000	
Owners Protective Liability or Project Specific Aggregate		
Bodily injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
Pollution & Remediation Legal Fees	\$3,000,000	
Excess Liability	\$5,000,000	\$10,000,000
Workers Compensation Coverage		
Full and complete Worker’s Compensation Coverage, as required by the State of North Carolina, shall be required.		

The City shall be named as an additional insured under the general liability coverage. The insurance shall be primary and non-contributory of any self-funding and/or insurance carried by the City.

All insurance policies required shall contain a standard "waiver of subrogation" clause in favor of the City.

Certificates shall contain the provision that the City be given thirty (30) days written notice of any intent to cancel or non-renew by either the insured or the insuring company for any reason other than nonpayment of premium. If cancelled for nonpayment of premium, the number of days advance notice provided will be as required by law.

Certificate Holder’s address shall be: City of Burlington 425 S. Lexington Ave. Burlington, NC 27215

5. INVOICING & PAYMENTS

Payment shall be made on the basis of actual wet tons for solid biosolids or volume (in gallons) for liquid biosolids hauled. The contractor(s) shall submit invoices to the City of Burlington on a monthly basis for the previous calendar months activity. The invoices shall show the total wet tons or volume in gallon hauled from each facility for the given month, the City Purchase Order/ Contract number and the Contractor Federal Employer Identification Number (FEIN). The invoices will be subject to verification and approved by the City and in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices. Failure to properly invoice biosolids services may result in late payments for which the City will not be liable.

6. PERFORMANCE BOND

The Contractor is required to supply a Performance Bond in the amount of one hundred percent (100%) of the estimated annual contract price. Because all permits are in the name of the City of Burlington and the City is therefore ultimately responsible for the application of the biosolids, the bond is to provide protection to the City from any liabilities which may arise from the biosolids land application program, including fines and legal fees arising from violations of NCDEQ regulations. The bond may further be used to reimburse the City for and expenses it may incur in removing, hauling, and disposing of biosolids due to failure of the Contractor to remove biosolids as it is needed for efficient plant operations. The Performance Bond shall remain in effect through the period ending one year after the termination or expiration of the Contract.

7. DISQUALIFICATION OF PROPOSERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- a. Evidence of collusion among Contractors;
- b. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors;
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted;
- d. Default on a previous municipal contract for failure to perform;
- e. It is the intent of the City to award a contract to the lowest, responsible, responsive bidder as determined by the City. Our decision is final, without recourse, or any avenue of appeal.

8. CONTRACT PRICING

Pricing submitted in response to this RFP should be firm for one (1) year. During the annual review process, unit prices shall be automatically adjusted based on the Consumer Price Index (CPI).

On-Highway diesel fuel prices are subject to frequent fluctuations. Proposers should base their unit price proposals on a fuel price of \$3.20 per gallon. Below is a fuel surcharge table that will be allowed in addition to the unit price proposed:

At Least	But Less Than	% Surcharge
\$2.60	\$2.70	-4.80%
\$2.70	\$2.80	-4.00%
\$2.80	\$2.90	-3.20%

\$2.90	\$3.00	-2.40%
\$3.00	\$3.10	-1.60%
\$3.10	\$3.20	-0.80%
\$3.20	\$3.30	0.00%
\$3.30	\$3.40	0.80%
\$3.40	\$3.50	1.60%
\$3.50	\$3.60	2.40%
\$3.60	\$3.70	3.20%
\$3.70	\$3.80	4.00%
\$3.80	\$3.90	4.80%

For each \$0.10 per gallon increase above \$3.80/gallon thereafter add 0.8%, or below \$2.60/gallon deduct 0.8%

The chart is based on the retail on-highway diesel price Low Atlantic (PADD 1C) as published by the US Energy Information Administration <https://www.eia.gov/petroleum/gasdiesel/>. If/when diesel fuel prices fall above or below the base cost of \$3.20 per gallon, this cost factor will be addressed during the annual review, or prior to the award, during the contract award period.

9. CONTRACT LENGTH

The proposed contract period is for five (5) years, subject to an annual review and official notification for the City that the agreement has been extended. The agreement may also be extended for one (1) additional five (5) years period, provided both parties are in the agreement. The City also reserves the right to make appropriate changes to the original agreement. The parties agree that the contract for services may be terminated by either the City or the Contractor upon providing ninety (90) days written notice.

10. CONTRACT

The City has not attached a sample contract to this RFP. It is the intent of the City to negotiate a contract with the successful Contractor(s) taking into consideration all terms and considerations expressed in this RFP. The final Contract will be presented to the City Council for approval.

11. SAFETY

The Contractor shall certify that it has an Occupational Safety and Health Program in place and that Contractor is in accordance with OSHA and North Carolina Department of Labor standards and regulations. A drug-free, safe work environment is a priority of the City of Burlington. The Contractor shall follow all City of Burlington safety policies while on City-owned property. The Contractor shall have written safety programs and documented training records for all active employees. The selection of the successful contractor will consider safety programs and the firm's safety record.

12. E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. By signing the E-Verify Certification (Appendix D), the contractor affirms that they are registered with and participate in the Federal

work authorization program, E-Verify as it relates to their company and mandated by Article 2, Chapter 64 of the North Carolina General Statutes.

13. CHARGES FOR FAILURE TO PERFORM

If the City of Burlington must remove, transport, and/or dispose of any biosolids due to the failure of the Contractor to remove biosolids as it becomes necessary, the City of Burlington shall be reimbursed for the cost it incurs over and above the contract price that would normally be charged to remove that same quantity of biosolids through traditional land application methods.

14. NON-COLLUSION

The proposal shall be genuine and not sham or collusive, nor made in the interest or on behalf of any person not herein named. The Proposer shall not directly or indirectly induce or solicit any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer shall not in any manner seek by collusion to secure for themselves an advantage over any other Proposer. Each proposal must include a completed affidavit of non-collusion on the “Non-Collusion Affidavit” as provided in Appendix E.

VI. GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS - APPLICABLE TO ALL ITEMS

1. Each bidder must submit a proposal on the blank form(s) provided. All proposals must be signed by a duly authorized individual. Proposals submitted on other forms will not be accepted. Proposals will be read on the date and hour as stated in the office of the Purchasing Director, Municipal Building Annex, and 237 W. Maple Ave., Burlington, North Carolina. Bidders or their authorized agents are invited to be present. Any proposal received after the date and hour specified, will not be accepted or considered.
2. Bidders may submit with their proposals, manufacturer’s specifications, illustrations, and descriptive literature of the product proposed to be furnished. If the product proposed does not meet specifications as written the variations must be described in detail and attached to the proposal.
3. TAXES: The City of Burlington is exempt from federal excise tax, including the federal transportation tax. The City pays all sales tax but this amount must be listed as a separate item.
4. The City reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the product for the use by the City for intended purposes. Factors to be considered in awarding the proposal will be price, quality, history of satisfactory performance, time required to make delivery and the availability of item offered. The contract will be awarded after evaluation of all proposals has been made. In the interest of suitability to the City’s needs and/or economy; equipment or furnishings other than the cheapest in price may be selected. The City of Burlington shall have a period of thirty (30) days after the opening of proposals to make the award and may award in total or by line item, whichever is in the best interest of the City.
5. Any corrections or errors found in the specifications must be submitted in writing and mailed to the attention of the Purchasing Director prior to the opening of proposals. Any deviations from the specifications must be in writing and submitted as part of the proposal. Any addenda to these proposal documents shall be issued in writing; no oral statements, explanations or commitments by whosoever made shall be of any effect unless incorporated in the addenda.

6. Each proposal must be accompanied by a bid bond, cash, or certified check of the Proposer drawn on a national bank, in an amount equal to 5% of bid amount, as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract (or such form as may be mutually agreed upon by the City and the selected Contractor), to do the work covered by the Proposal and at rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks, cash and bonds will be returned promptly after the City and the selected contractor have executed the Contract, or if no other Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Proposer at any time thereafter, so long as it has been notified of the acceptance of his Proposal.
7. No Federal Excise Tax is to be included as the City of Burlington is exempt under federal laws and will furnish proper exemption certificate or number upon request. In computing freight, federal transportation tax is not to be included as the City of Burlington is exempt. North Carolina state and local taxes are applicable, but must be shown separate from the item(s) being quoted.
8. Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of the proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. The owner or an officer of the firm must sign all proposals.
9. By signing this proposal form the contractor affirms that they are registered with and participates in the Federal work authorization program, E-Verify as it relates to their company and mandated by law in North Carolina by G.S. 160-20.1.
10. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record when opened.
11. DISCUSSIONS: The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
12. VENDOR APPLICATION: Prior to the award of a Contract, the successful offeror shall register with the City's Purchasing Division. Registration can be completed at: <http://burlingtonnc.gov/2017/Vendor-Registration>.
13. CONTRACT AMENDMENTS: This Contract shall be modified only by a written contract amendment signed by the City's Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.
14. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Purchasing Agent, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Burlington and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
15. PAYMENT: Progress payments, when requested, will be made after the City receives a detailed invoice and confirmation that the work has been performed to the specifications required for the requested payment.
16. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such

notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

17. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Burlington, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
18. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City. The City of Burlington will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
19. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
20. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Purchasing Agent. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
21. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
22. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
23. **SAFETY:** Contractor shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under this Contract by Contractor. Contractor agrees to fully cooperate with the City in any employee and public safety program sponsored by the City. Contractor agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.

24. **SITE INVESTIGATION:** The contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the City.
25. **CONFLICT OF INTEREST:** Contractor shall be prohibited from proposing on this RFP if Contractor has attempted or made contact with any elected or non- elected City Official in an attempt to influence the award of this RFP or alter it in any manner. Future conflicts shall be grounds for contract default.
26. **LIQUIDATED DAMAGES:** From the nature of the services to be rendered, the Contractor and City agree that it is extremely difficult to fix actual damages, which may result from failure on the part of the Contractor to perform certain obligations and to determine the resulting loss to the City. Therefore at the election of the City, for acts, or failure to act, as described in this section, the Contractors liability should be limited to, and fixed at, the sums stated, as liquidated damages and not a penalty, which sums the parties acknowledge to be reasonable estimates of the damages the City would suffer; provided however, that with respect to breaches other than the types described in this section, the City may pursue any other remedy available by law or equity, this or including, without limitations, the termination of contract.
27. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:
- a. In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
 - b. In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
 - c. In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
 - d. The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
 - e. In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
 - f. The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Appendix A: Proposal Submission Form

RFP # 2021-1028

Wastewater Biosolids Removal, Hauling, and Disposal Services

This Proposal is submitted by:

Proposer Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

Telephone number: _____ Fax Number: _____

Email address: _____

It is understood by the proposer that the City of Burlington reserves the right to reject any and all Proposals, to make awards according to the best interest of the City, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for ninety (90) calendar days from the Proposal due date.

The Certificate of Insurance and W-9 must be received before any work is performed.

Proposer Name

Date

Authorized Signature

Please Print Name

Appendix B: Pricing Form

RFP # 2021-1028

Wastewater Biosolids Removal, Hauling, and Disposal Services

SERVICES DESCRIPTION	UNIT	UNIT PRICE
<p>Thickened Class B Biosolids removal and hauling to Land Application Sites (From either EBWWTP or SBWWTP)</p> <p>Distance (one-way)¹</p> <p>_____ – _____ miles</p> <p>_____ – _____ miles</p> <p>_____ – _____ miles</p>	<p>\$/gallon</p> <p>\$/gallon</p> <p>\$/gallon</p>	<p>\$_____</p> <p>\$_____</p> <p>\$_____</p>
<p>Liquid Class A Biosolids removal and hauling to Land Application Sites (From JD Mackintosh Water Treatment Plant Lagoon)</p> <p>Distance (one-way)¹</p> <p>_____ – _____ miles</p> <p>_____ – _____ miles</p> <p>_____ – _____ miles</p>	<p>\$/gallon</p> <p>\$/gallon</p> <p>\$/gallon</p>	<p>\$_____</p> <p>\$_____</p> <p>\$_____</p>
<p>Dewatered solids removal and hauling to Composting Facility (From either EBWWTP or SBWWTP)²</p>	<p>\$/wet ton</p>	<p>\$_____</p>

¹Distance shall be measure from the City’s facility from which biosolids were removed by Contractor to the actual land application site. Contractor shall utilize the application site closest in proximity to the facility from which the biosolids were removed when possible.

²Loaded mile is distance loaded trailer is hauled to composting Facility

Proposer Name

Date

Authorized Signature

Please Print Name

Appendix C: Addendum Receipt

RFP # 2021-1028
Wastewater Biosolids Removal, Hauling, and Disposal Services

Please acknowledge receipt of all addenda by including this form with your Proposal.

Addendum #	Date Addendum Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer Name: _____

Representative Name: _____

Representative Signature: _____

Date: _____

Appendix D: E-Verify Affidavit

RFP # 2021-1028

Wastewater Biosolids Removal, Hauling, and Disposal Services

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (the contract awardee hereinafter "Employer") after first being duly sworn hereby swears on affirms as follows:

1. I am the _____ (insert title) of/for the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that pursuant to Session Law 2013-418, the City of Burlington ("the City") is prohibited from entering into any contract with a private entity ("Contractor") unless that contractor and that contractor's subcontractors have complied with E-Verify, which is a federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes.
3. Employer understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
4. Employer is a person, business entity or other organization that transacts business in the State of North Carolina, and (i) _____ employs 25 or more employees in North Carolina and is in compliance with E-Verify (NCGS§64-25) or (ii) _____ does not employ 25 employees in North Carolina. (Place an "X" in the appropriate blank).
5. All subcontractors engaged by or to be engaged by employer have or will have likewise complied with the provision of NC General Statute §64-26.
6. Employer shall keep the City of Burlington informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

This the _____ day of _____, 20____

Signature of Affiant

STATE OF NORTH CAROLINA

COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____

Notary Public

[OFFICIAL SEAL]

My Commission Expires: _____

Appendix E: Non-Collusion Affidavit

RFP # 2021-1028

Wastewater Biosolids Removal, Hauling, and Disposal Services

To the City of Burlington,

The undersigned, in submitting a proposal for performing the following work by agreement, being duly sworn deposes and says:

That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with such agreement.

By:

Proposer Name

Signature

Print Name

Title

Date

Business Address

Place of Residence

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public in and for the County of _____, State of North Carolina.

My Commission Expires _____, 20 _____.

Appendix F: Federal W-9 form

RFP # 2021-1028

Wastewater Biosolids Removal, Hauling, and Disposal Services

Available for download here:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Appendix G: City of Burlington Contractor Safety Form

RFP # 2021-1028

Wastewater Biosolids Removal, Hauling, and Disposal Services

(Following this page)