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June 12, 2018

REQUEST FOR PROPOSAL

RFP # 18-0812 – Biosolids Disposal

Hauling and Land Application or Disposal of Dewatered Biosolids From the South Central Wastewater Authority

Issuance Date: June 12, 2018
Bid Due Date: July 13, 2018
and Time: 2:00 PM

Delivery Address: South Central Wastewater Authority
900 Magazine Road
Petersburg, VA 23803

Contact: James C. Gordon
Assistant Executive Director
Phone: (804) 861-0111
Email: jgordon@scwwa.org

SCOPE OF SERVICES:

The scope of work includes the acceptance, loading, transportation, site acquisition and maintenance, land application, monitoring, reporting, and performance of required regulatory agency permitting and reporting associated with land application of the biosolids originating from the South Central Wastewater Authority (SCWWA) treatment facility located at 900 Magazine Road, Petersburg, Virginia.

SCWWA dewater biosolids using belt filter presses followed by lime stabilization. Biosolids are stored on the storage pad. The storage area is approximately 240 feet wide and 110 feet deep. The storage is top covered with open sides. The **estimated** quantity of biosolids is 13,500 wet tons per year. This quantity information is provided to give a general guideline for bidding and represent the best estimate of SCWWA projected biosolids production rates. The Contractor understands and agrees that SCWWA is under no obligation to the Contractor to buy any amount of services as a result of having provided these estimates or of having any normal or otherwise measurable quantities in the past. The Contractor further understands that SCWWA may require work in excess of the estimated contract amount and that such excess shall not give rise to any claim for compensation other than the unit costs in this Contract.

The successful bidder shall normally dispose of the biosolids by land application as land application is SCWWA's preferred means of disposal. SCWWA has approximately 30 days storage onsite for dewatered biosolids. The Contractor shall remove material from SCWWA's storage pad at regular intervals and in a timely manner in coordination with the SCWWA Operations Manager to avoid exceedance of the dewatered sludge storage pad capacity. SCWWA reserves the right to determine the timeliness of regular intervals but in no event should the storage time of dewatered biosolids exceed 30 days. The contractor is responsible for notifying SCWWA promptly if significant delays are anticipated in removal. Weather and field conditions may, at times, preclude land application activities to the point where SCWWA pad storage is in jeopardy of being exceeded. The SCWWA Operations Manager will monitor the pad space and notify the Contractor in the event biosolids must be disposed elsewhere. SCWWA has an option to dispose of biosolids by transporting them to Hopewell Regional Wastewater Treatment Facility for incineration. Such biosolids will not be lime stabilized as Hopewell's procedures specify that no lime is to be introduced into their incinerator. Should this option be required, SCWWA staff will segregate any solids destined for Hopewell separate from any stored lime stabilized solids. SCWWA staff will notify the contractor should this occur. The contractor shall provide the ability to transport non-stabilized dewatered solids to Hopewell. Should SCWWA direct biosolids to be taken to Hopewell, the contractor will be responsible for notifying their employees and directing them to contact the SCWWA Operations Manager for on-site instructions. Should the contractor be directed to transport biosolids to Hopewell, the contractor will be responsible for ensuring that non-stabilized solids are stored on SCWWA's pad for **no more than two calendar days**. The contractor shall be responsible for coordinating with Hopewell's operating hours. The contractor will also have the ability to haul and dispose of lime stabilized biosolids in a landfill. Depending on final bid disposition, the order of preference for biosolids disposal is anticipated to be as follows:

1. Land application of dewatered lime stabilized biosolids
2. Incineration of dewatered non-stabilized biosolids at Hopewell Regional Wastewater Treatment Facility
3. Landfill of dewatered lime stabilized biosolids

There may also be times when the successful bidder is directed by SCWWA elsewhere for disposal for such problems as upsets or odors. Operational problems at SCWWA may (1) prevent loading biosolids; (2) prevent providing a full load to the Contractor; (3) limit the number of days per week that hauling biosolids can be performed; or (4) temporarily cease operations. There shall be no minimum load or minimum payment guaranteed to the Contractor on such occasions. The Contractor shall only be paid for the quantity of biosolids removed. Such operational restrictions shall not be used by the Contractor to claim additional compensation beyond the amounts provided on the bid form. SCWWA shall make the final determination of the destination of biosolids.

The Contractor shall employ such employees or independent contractors as are necessary and appropriate for the performance of the Contractor's duties and obligations. Employees and independent contractors shall have all the required certifications and /or licenses to perform their duties to remove, haul, and/or land apply biosolids. All Contractor employees or independent subcontractors shall in every instance be deemed employees or agents of the Contractor and not of SCWWA. The Contractor shall be solely responsible for the conduct and behavior of all its employees, subcontractors or other independent contractors and covenants save, defend, indemnify and hold harmless SCWWA and all of its officers, departments, agencies, agents and employees (collectively referred to as "SCWWA") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's employment of employees and independent contractors. All contractor's drivers must be and remain qualified by the appropriate jurisdiction(s) and upon the pertinent equipment and shall provide SCWWA with proof of the same upon request. All Contractor employees are expected to conduct themselves in a manner that is acceptable to SCWWA at any time involved with the performance of this Contract regardless of location.

The Contractor shall keep its hauling route, equipment, and work area, neat and clean and shall bear all responsibility for the clean-up of any spill or leakage of biosolids, fuel, oil, etc., which occurs during the transportation of biosolids. In the event spillage occurs, the Contractor shall be responsible for immediate clean-up in accordance with regulatory requirements. The Contractor shall be responsible for the immediate notification to the SCWWA Operations Manager should any spill occur. Information provided shall include location of the spill, approximate quantity of spill, all notifications made, problems caused by the spill, and corrective action taken. The clean-up of any biosolids which are dumped or spilled, or discarded in any location other than the site(s) authorized for that purpose, shall be the sole responsibility of the Contractor and conducted by the Contractor, at his/her expense and direction, in accordance with all applicable laws.

The contractor shall conduct transport operations in such a manner as to not impede SCWWA operations.

The successful bidder shall be responsible to repair or replace, to SCWWA's satisfaction, any damages caused by negligence or inattentive actions on the part of the successful bidder's personnel or his subcontractor's personnel.

Operating hours for removal of biosolids are between 7:00 a.m. to 6:00 p.m. Additional hours or operating modes (i.e., weekends, holidays) may be necessary upon notification to Contractor. The contractor shall not remove solids from SCWWA on fixed SCWWA holidays which are listed below, unless prior permission is received from SCWWA or is required by SCWWA due to operating conditions or needs. Permission shall be requested at least 24 hours prior.

- New Year's Day January 1
- Martin Luther King, Jr. Day Third Monday of January
- Easter Observed the Monday after Easter
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Columbus Day Second Monday in October
- Veterans Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- Christmas Eve December 24
- Christmas Day December 25

During the Contract Term, the Contractor will furnish all of the items or Work described in this solicitation. All permits, materials, equipment, and labor necessary for performing all work shall be the responsibility of the Contractor. Copies of any 503 sampling or Toxicity Characteristics Leaching Procedures (TCLP's) are available upon request.

All applicable permits for biosolids land application shall also be the responsibility of the Contractor. A listing of all applicable permits denoting SCWWA biosolids as approved for land application should be submitted at the time of submission of the proposal. Include permit number, issuing agency, issue date, and expiration date. Also include permits for additional storage facilities.

BIOSOLIDS QUALITY ASSURANCE:

SCWWA biosolids are Class B. The Pathogen Reduction and Vector Attraction Reduction Provisions will be met by the following methods:

Pathogens Reduction – Alternative 2 – Lime Stabilization

Vector Attraction Reduction – Option 6 – Raise pH to 11.5 for 22 hours by addition of lime

SCWWA certifies that it will not knowingly combine or mix hazardous waste, or any other material, with the material to be provided under this contract.

The dewatered, lime stabilized biosolids percent solids will generally range from 25% to 30%. The dewatered non-stabilized biosolids percent solids will generally range from 17% to 22%.

CONTRACT PERIOD

This contract will be for an initial term of three (3) bases years. The initial term shall cover a period from August 12, 2018 (upon contract approval date) through August 11, 2021, or an equivalent period depending upon date of contract award. Upon mutual consent of both parties, this contract can be renewed for two (2) additional one (1) year terms.

SUBMITTAL REQUIREMENTS:

Three (3) copies of Proposals should be submitted in the following format with all the requested information and documentation.

A. Executive Summary

The proposal should include a brief introduction describing the experience, size, and the services provided by the firm along with the following information:

1. Name, address, telephone number of main office and any branch office which will be involved in any way with the resulting contract.
2. Identification of project team assigned specifically to this project, including information regarding all subcontractors to be used for hauling or other purposes and experience of the same and their involvement in the Virginia Biosolids Use Regulations process.
3. Basic overview of the proposed program.
4. Process for monitoring subcontractors.

If a joint venture or association of firms is proposed, the requested information should be included for each member, and a discussion on why the joint venture or association of firms was established.

B. Key Personnel

The following information should be furnished for each key member of the project team that will be responsible for coordinating efforts that may affect SCWWA operations:

1. Relevant experience record including involvement with regulatory agencies.
2. Provide a description of the responsibilities the individual will assume.
3. Project organization chart.
4. Compliance with the Virginia Biosolids Use Regulation nutrient planner training and certification program.

C. Experience of the Offeror

The offeror should have a minimum of five (5) consecutive years of actual operating experience with similar projects and should currently be providing similar services for a minimum of three (3) generators.

The following information should be furnished for at least three (3) similar contracts either completed or currently underway:

1. Name of client.
2. Name and telephone number of reference.
3. Contract description (type of digestion process used, number of tons processed, was hauling involved, method of application, permitting process, site management, etc.).
4. Duration of each contract.
5. Permitted acreage and locations.

D. Ability to Provide Scope of Work

Offeror should describe, in detail, their capability to meet the demands of the Scope of Work and any proposed modifications or additions to the Scope of Work. Information should include:

1. Management and Operations Plan - The plan should describe the offeror's goals, address the collection and transportation of biosolids within the plant including the proposed means of communication with the offeror, major tasks, schedule for these tasks, staffing, organization of the project, administrative procedures, regulatory compliance procedures, monitoring, record keeping and reporting procedures,

marketing, public acceptance, public notice procedures prior to site application, and other appropriate information.

Provide a description of offsite storage that will be provided by the contractor to include location, type of facility, and capacity available for temporary storage of SCWWA biosolids.

Describe the mechanisms used to assure that billings are accurate and timely. Describe the types of information to be provided with the billings to document performance.

2. Schedules - Provide proposed schedule for start-up of the project including the dates for initiating hauling, site delivery of equipment, processing and production, or on-site application of product. If construction or modification of sites are required, provide a detailed schedule including permit acquisition. If a site will require renewal of a permit or cannot be used for any reason pending approval by a regulatory body, provide a detailed explanation and schedule for obtaining the needed approval. Explain what options are available if approval is not obtained.
3. Transportation System and Routing - Describe the transportation system to be used to the application sites. Describe the facilities and or equipment, whether the facilities and or equipment is owned or leased, the age of the facilities and or equipment along with any planned upgrading. Describe the factors affecting route selection and alternative routes that are available to reach the project sites in response to reasonably anticipated emergencies.
4. Spill and Emergency Response Program - Describe the emergency response program for spills and other contingencies. Supply a copy of the plan used by managers, supervisors, operators and drivers, if these plans are different from each other. Describe the frequency and nature of training exercises. Provide the communications methods and procedures to maintain contact with the SCWWA and regulatory agencies. Contracts or agreements with response organizations or demonstration that adequate resources exist to respond to emergencies shall be documented.
5. Quality Assurance and Control Program - Describe the quality assurance and control programs for your firm's biosolids operations. Supply a copy of the plan and program including personnel, equipment, regulatory program monitoring and compliance, financial management and product quality. Specific examples of how the program(s) have been effective should be provided.
6. Odor Management - Describe the techniques used to control odors. Describe any odor problems that have developed in the past at the sites to be used and how they were resolved. Describe the odor monitoring and response program.
7. Surface Water Protection - Describe the measures taken to protect local surface waters and drainage courses associated with the various sites to be used for this project.
8. Groundwater Protection - Describe the measures taken to prevent groundwater contamination from site operations. Discuss the specific measures and/or operational practices that are taken to protect groundwater.
9. Crop Management - Describe the agronomic practices used and crops grown for the sites proposed for use. Discuss tillage practices, crop management and rotation, harvesting, and how application rates are monitored.
10. Public Acceptance - Sites shall be operated in consideration of the public and as a good neighbor. In consideration with this, describe the programs and efforts undertaken to gain public acceptance of

project, process sites, and products. Supply examples of brochures, public notice signage, advertisements or promotional products and describe. Provide examples of the effectiveness of these programs. Describe the types of public information and education programs that are in place by your firm and how these are used.

11. Compliant Resolution Process - Describe the process for receiving, evaluating, and resolving any complaints both with the public and regulatory agencies.
12. Worker Health and Safety - Describe safety programs in place for employees, including subcontractors, that handle, transport, and apply biosolids.

E. Summary of Proposed Application Sites:

1. A spreadsheet listing all approved regulatory permits by number.
2. Detailed information regarding the status of any pending approvals.

F. Regulatory Compliance

Include a detailed description of how your operation will meet the requirements of the EPA Part 503 Sewage Sludge Regulations, the Virginia Biosolids Use Regulations and other applicable state and local regulations and the anticipated role of SCWWA with regard to testing, monitoring, and record keeping requirements. Include sample copies of compliance records and reports.

G. Proposed Equipment for Project

Provide a list of all proposed equipment to be assigned to this project including a listing of equipment available for back-up use and the procedure for maintaining the watertight integrity of transportation vehicles. All trailers used for transport of biosolids are to have a watertight body with a sealed tailgate. Additionally the tailgate is to have four turnbuckles, one on either side and two on the bottom. The trailers are to be equipped with a firmly attached splash guard front and rear, each splash plate covering 25% of the open area of the trailer and a heavy duty, with a solid vinyl tarp covering the open area and overlapping the splash guards by one foot.

H. Questions

All requests for information or clarification must be submitted to the Assistant Executive Director no sooner than five (5) days prior to the scheduled bid opening. Questions submitted after that date will not be addressed. The Authority reserves the right to change the date of bid opening at its own discretion regardless of questions from prospective bidders.

BID INSTRUCTIONS:

Base Bid – Land Application – Remove and haul approximately 13,500 wet tons per year of dewatered lime stabilized biosolids from SCWWA and land apply dewatered biosolids on permitted sites in accordance with all applicable biosolids use regulations. Base Bid is to be based on hauling and fuel costs. Monitoring fees are to be paid separately and are not to be included in the base bid for purposes of determining low bid. Bidder shall demonstrate he has sufficient permitted land to dispose of the biosolids cited herein. Calculations shall be provided based upon the Dewatered lime stabilized Biosolids Characteristics provided in Appendix 1. Include a list of all necessary authorizations and permits from the Virginia Department of Health (VDH) and the Department of Environmental Quality (DEQ). Failure to provide this information with the Bid package may make the Bid non-responsive.

Hopewell Option – Remove and haul dewatered non-stabilized biosolids from SCWWA to Hopewell Regional Wastewater Treatment Facility located at 231 Hummel Ross Road, Hopewell, Virginia. Optional item cost is to be based on hauling and fuel costs. Hopewell disposal fees will be billed directly to SCWWA and are not to be included in bidder's costs.

Landfill Option – Remove and haul dewatered lime stabilized biosolids from SCWWA to an approved landfill facility. Optional item cost is to be based on hauling costs, including tipping fees, and fuel costs. Bidder shall indicate the landfill address and location and provide a letter from the landfill owner indicating compliance with all local, state and federal rules, regulations and ordinances, the amount of biosolids which can be disposed of daily, and a reference to any permit numbers authorizing disposal of the biosolids at the landfill in question. This must be submitted with the Bid package or the Bid may be considered non-responsive.

EVALUATION AND AWARD CRITERIA:

Low bid, while a key factor, shall not be the sole factor in determination of the successful contractor. The successful contractor must also meet the qualifications as outlined in the scope of work outlined above. Assuming more than one bidder meets the qualifications, then low bid will be used to determine the successful contractor and award the contract.

Fuel factor is to be adjusted monthly based on the Weekly On-Road/Highway Diesel fuel cost published by the Department of Energy for the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur Retail Price for the last week of the month preceding the billing month. This information is available on the U.S. Energy Information Administration's website. For example, the fuel cost in the billing for the period of July 2018 will be based on the last weekly cost issued in June 2018. For bid purposes, the fuel cost is established as set forth in the bid form below.

Payments will be made for all biosolids removed at the end of each month during which the biosolids were removed. Payment will be determined by multiplying the unit contract price by the actual quantity of biosolids removed. Quantities will be determined by actual weights determined by the scale located at SCWWA. A sample payment sheet is provided. Fuel factor shall be included in unit contract price as described above. Payment for services will be by electronic transfer or check.

BID FORM

INVITATION FOR BID NUMBER: 18-0812 - Biosolids Disposal

BIDDER'S NAME: _____

DATE: _____

BASE BID

Part A – Base Transport & Land Application of Dewatered Lime Stabilized Biosolids (\$/per wet ton)	Part B – Fuel Cost Component (shall be based on Dept. of Energy On-Highway Diesel Weekly Retail Price for the week ending June 4, 2018 – \$3.166/per gallon)	Part C – Total Per Ton Cost (add parts A and B)	Part D – Estimated Annual Wet Tons of Biosolids	Part E – TOTAL BASE BID (Part C X Part D) (Dollars)
\$ _____ / wet ton	\$ _____ / wet ton	\$ _____ / wet ton	13,500 tons	\$ _____

Additional Items

	Part A – Base Transport to & Disposal (\$/per wet ton)	Part B – Fuel Cost Component (shall be based on Dept. of Energy On-Highway Diesel Weekly Retail Price for the week ending June 4, 2018 – \$3.166/per gallon)	Part C – Total Per Ton Cost (add parts A and B)
Option 1) Base Transport to & Disposal of non-lime stabilized biosolids at Hopewell Regional Waste Treatment Facility	\$ _____ / wet ton	\$ _____ / wet ton	\$ _____ / wet ton
Option 2) Base Transport & Disposal of lime stabilized biosolids at a contractor selected landfill	\$ _____ / wet ton	\$ _____ / wet ton	\$ _____ / wet ton

According to Invitation for Bid Number: 18-0812 and subject to all conditions thereof, the undersigned offers and agrees if this bid is accepted, within thirty (30) calendar days from date of the award to furnish all of the items upon which the prices are quoted, at the price set opposite each item and delivered at the point as specified and as scheduled.

NAME OF BIDDER

ADDRESS CITY, STATE, ZIP CODE

TELEPHONE NUMBER FAX NUMBER

NAME (PRINT OR TYPE) TITLE

SIGNATURE DATE

**SOUTH CENTRAL WASTEWATER AUTHORITY
900 MAGAZINE ROAD
PETERSBURG, Virginia 23803**

GENERAL TERMS AND CONDITIONS

BIDDING PROCEDURES:

- a. Each bid must be on a separate bid invitation and not be combined on the same form or placed in the same envelope. Such bids may not be considered.
- b. All bids submitted shall have included in the price the cost of any business or professional licenses, permits or fees required by the Authority or the Commonwealth of Virginia with the exception of biosolids monitoring fees.
- c. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show title of the individual executing the bid.
- d. Envelopes containing bids will be sealed and marked in the lower left hand corner with the invitation number, the item description and date and hour of opening of the bid. Failure to do so may be cause for rejection.
- e. All forms, blanks and questions must be completed. Failure to do so may be cause for rejection.
- f. Bidder shall not add any conditions or qualifying statements to this bid otherwise the bid may be declared as non-responsive to the Advertisement for Bids.
- g. In submitting this bid, it is understood that the right is reserved by the Authority to reject any and all bids. Bids may not be withdrawn for a period of sixty (60) days from the opening thereof.

SPECIFICATION AND/OR DESCRIPTION ON FILE: All bids and proposals will be for furnishing, supplies, materials, equipment, and/or work services according to the applicable contract documents prescribed by the Authority. The specifications and/or description of the proposed work will be on file in the Administration Office of the Authority during normal office hours (8:00 a.m. – 4:00 p.m.) Monday through Friday (excluding Holidays) until the closing date, and are available to prospective bidders.

SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out, otherwise it will be considered that items offered are in strict compliance with specification and successful bidders will be responsible. **ANY DEVIATION MUST BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.**

DIRECT TAXES: All bids will be submitted exclusive of direct Federal, State and Local taxes. However, if the bidder believes that certain taxes are properly payable by the Authority, he may list such taxes separately in each case directly below the respective item bid price.

SALES TAXES: The Authority is exempt from payment of State sales and use taxes on all tangible personal property purchased or leased for its use or consumption. A certificate of exemption will be furnished upon request.

AWARDS: The Authority reserves the right to award bids on an individual item or on a total bid basis which is advantageous to the Authority. In case of error in extension of prices on the bid, the unit price shall govern in the calculation of the bid.

BONDS AND INSURANCE: The contractor shall secure and maintain in force, at his/her own expense all

required forms of insurance and performance and payment bonds to insure the completion of the work under contract to the satisfaction of the Authority and without damage to, or claims against the Authority. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the subcontractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The Contractor shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under this Contract.

- 1) Commercial General Liability of \$1,000,000 per occurrence.
- 2) Comprehensive Automobile Liability of \$1,000,000 Combined Single Limit per occurrence.
- 3) Workers Compensation with Statutory Coverage for Virginia.
- 4) Employer's Liability with \$1,000,000 per occurrence.
- 5) Umbrella Liability of an additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability and the Employer's Liability.
- 6) Contractors Pollution Liability of \$1,000,000 per occurrence.

Prior to commencing work under the Contract, the successful Contractor shall furnish SCWWA with a Certificate of Insurance naming SCWWA as an additional insured. A sixty (60) day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

BIDDER'S WARRANTIES:

- a. By bidding in response to this invitation the bidder represents that should the bid be accepted, the resulting contract would not violate any of the provisions of the Code of Virginia or the Authority.
- b. The bidder represents as an integral and essential part of his bid or proposal:
 - (1) That he has not participated in nor is he obligated or otherwise bound by any agreement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from acceptance of his bid or proposal.
 - (2) That his/her bid is or intended to be competitive and free from any collusion with any person, firm or corporation.
 - (3) That he/she is not a party to nor has he participated in nor he/she obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his/her bid proposal is to be performed. The bidder agrees that if such warranty is in any respect breached, he/she will pay to the Authority the full price agreed by the Authority to be paid for the supplies, materials, equipment or services to be furnished under his bid or proposal.

BRAND NAME: Where brand name or trade name appears in the specifications, it is understood that the brand or trade name referred to or its approved equal, shall be furnished. If, however, the bidder proposed

similar but not identical items, the bidder shall furnish full particulars. If no mention is made of any exception, it is assumed that he/she is bidding on the article mentioned and not an approved equal, and he/she will be required to deliver the exact article specified.

EMPLOYEE DISCRIMINATION: By submission of bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated there under. To wit; during the performance of this or any such contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the contractor. The contractor agrees to post in a conspicuous place, available to employee and applicant for employment notices setting forth the provisions of this non-discrimination clause;
- b. The contractor, in all solicitation or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rules or regulations shall be deemed sufficient;
- d. The contractor will include that provision of the foregoing paragraphs a, b, and c in every sub-contract or purchase order of over \$15,000 so that the provision will be binding upon each sub-contractor or vendor.

COLLUSIVE BIDDING: By my signature on the face of the bid, I certify that this bid is made without prior understanding, agreement or connection with any operation, form or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Government Frauds Acts and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid for the bidder.

PAYMENT: It is understood and agreed between the parties to any agreement resulting from this bid invitation that the Authority shall not be obligated to purchase or pay for commodities, supplies, equipment or service covered by this agreement unless and until they are ordered, delivered or performed. The Authority's standard payment terms are 30 days net from receipt of invoice. The Authority may pay invoices by electronic transfer within 15 days of receipt of invoice. Vendors who offer discounts for early payment by electronic fund transfer should note those terms on the bid

NOTICE OF AWARD: The successful bidder will receive a Purchase Order. In accordance with Virginia Law, notice of award will be posted on the bulletin board, in the Administration Building of the Authority. Request for bid results must be made in writing and a self-addressed stamped envelope is required. The Authority reserves the right to award in part or in whole or reject any or all bids.

INFORMALITIES: The Authority reserves the right to waive any informality in bids.

DEFAULT: In case of the successful bidders default, or he fails to deliver the supplies or services ordered by the time specified the Authority after due notice (verbal or in writing), may procure them from other sources and hold him responsible for any excess cost incurred thereby.

INTERPRETATION OF SPECIFICATION: If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications or other documents,

contact should be made with the Assistant Executive Director for the interpretation thereof.

RIGHT TO REJECT: Right is reserved to reject any or all bids or to award it in the best interest of the Authority.

ADDRESS BID QUOTATION AS FOLLOWS:

BID INVITATION # 18-0812 - Biosolids Disposal
ASSISTANT EXECUTIVE DIRECTOR
SOUTH CENTRAL WASTEWATER AUTHORITY
900 MAGAZINE ROAD
PETERSBURG, VIRGINIA 23803