

**SPECIFICATIONS**  
**FOR**  
**BIOSOLIDS**  
**MANAGEMENT**  
**(Rebid)**

**FOR THE**  
**CITY OF GREENVILLE, OHIO**  
**2022**

**LEGAL ADVERTISEMENT  
BIOSOLIDS MANAGEMENT REBID  
FOR THE CITY OF GREENVILLE, OHIO**

Sealed proposals properly endorsed "Biosolids Management Rebid" will be received by the City of Greenville, Ohio, at the office of the Board of Control, c/o Katie Bengel in the Municipal Building, 100 Public Square, Greenville, Ohio 45331 until 10:00am on August 1, 2022 and at that time and place publicly opened and read.

The work for which proposals are invited is "Biosolids Management Rebid" – land application of sludges and hauling of sludges from the Greenville Wastewater Treatment Facility including associated functions as described in the specifications.

The engineer's estimate for this job is \$225,000.00/year for a total of \$450,000.00 for the two year contract.

Specifications may be examined at the City Planning & Zoning Office or a request can be made for an emailed/mailed copy.

The City reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who in their considerations offered the lowest and best proposal.

The potential bidder MUST be listed as a plan holder prior to the bid opening date/time in order to place a bid.

The City of Greenville, Ohio is an equal opportunity employer M/F.

Each bidder is required to furnish with the proposal, a bid guaranty and contract bond in the accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each bidder must submit evidence of its experience on projects of similar size and complexity.

Authorized by Greenville City Ordinance No. 22-81.

Ryan Delk  
Safety/Service Director

PUBLISH: July 22, 2022  
July 29, 2022

## PROPOSAL LIST

To the City of Greenville, Ohio for **Biosolids Management Rebid** in or near the City of Greenville, Ohio.

The signer of the Proposal as bidder declares that he has examined the annexed Specifications and Form of Contract, the Advertisement, the Instructions to Bidders, the General Conditions, the Supplemental General Conditions, the Special Conditions, and the Technical Specifications, the Plans and the site of the work, and that he will contract to do all the work and furnish all the materials call for by said Plans and Specifications, in the manner and on the conditions required for the following prices, to wit:

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Hauling and land application of sludges	6,000,000  (Total for 2 year period)	Gallons		
	<b>TOTAL BID</b>				

*Note: Factors other than price alone will be considered in the evaluation of this bid.*

TOTAL BID IN WORDS \_\_\_\_\_

The Bidder acknowledges receipt of Addendum No. \_\_\_\_\_ to this contract.

If the foregoing Proposal shall be accepted by the City of Greenville and the undersigned shall fail the execute a satisfactory contract, as stated in the Instructions to Bidders, attached hereto, then the City of Greenville may, at their option, determine that the undersigned has abandoned the Contract and thereupon his Proposal shall be null and void and the bond or certified check accompanying his proposal, or the amount of such check, shall be forfeited to and become the property of the Owner; otherwise, the bond or certified check accompanying this Proposal, or the amount of such check, will be returned to the undersigned.

Attached hereto is a bond/certified check/cashiers check/ letter of credit on \_\_\_\_\_  
 \_\_\_\_\_ Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_), in accordance with the terms of the Instructions to bidders.

Bidding Company \_\_\_\_\_

The Bidder proposes to have the specified work completed within \_\_\_\_\_ calendar days.

The full name and residence of all persons and parties interested in the foregoing bid as principles are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

FEDERAL ID NUMBER \_\_\_\_\_

SIGNED \_\_\_\_\_

PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

## BID & CONTRACT BOND

(O.R.C. 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as principal and \_\_\_\_\_, as sureties, are hereby held and firmly bound unto the City of Greenville, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_, 2022, to undertake the project known as **Biosolids Management Rebid**. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for **Biosolids Management Rebid**.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

**BID & CONTRACT BOND**

**PAGE 2**

Now also, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by the City of Greenville, Ohio to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

_____		_____	
Bidder		Surety	
_____		_____	
Signed	Date	Signed	Date

NOTE: All Certified Checks and Surety Bonds offered as surety shall be made payable to the City of Greenville, Ohio. This form is not necessary if you are using a Certified Check or Letter of Credit. If the bidder plans to use this form as a contract bond, the dollar amount must be filled in, do not leave blank.

Attachment (Power Of Attorney)

**STATEMENT OF BIDDER**

Concerning Taxes  
(No Delinquency)

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being the \_\_\_\_\_

(Name of person making statement)

(Title/Position)

of \_\_\_\_\_, being first

(Name of Bidder or Company)

duly cautioned and sworn according to law does hereby swear or affirm as follows:

1. That as of \_\_\_\_\_ (date of bid), \_\_\_\_\_  
\_\_\_\_\_ (name of bidder) was not charged with any delinquent personal property taxes on the general tax list of personal property of Darke County, Ohio.
2. That I understand that a copy of this Statement shall be incorporated into the contract to be entered between \_\_\_\_\_  
\_\_\_\_\_ (name of bidder) and the City of Greenville, Ohio.

Further Affiant sayeth naught.

\_\_\_\_\_

(Signature of person making statement)

\_\_\_\_\_, being the \_\_\_\_\_

(Name of person making statement)

(Title/Position)

of \_\_\_\_\_ appeared before me and

(Name of Bidder or Company)

did swear that the foregoing comments are true as he verily believes.

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
at \_\_\_\_\_ County, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

) SS.

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Greenville, Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_

Affiant

SWORN to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_

Notary Public in and for

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_



**AFFIDAVIT**

(To be filled in and executed if Contractor is a Corporation.)

STATE OF \_\_\_\_\_)

) SS.

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that he is Secretary of \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and having its principal office at \_\_\_\_\_

Number and Street

City

\_\_\_\_\_ County, \_\_\_\_\_.

Name of County

State

Affiant further says that \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title) of the corporation is duly authorized to sign the contract for the construction of the **Biosolids Management**, Greenville, Ohio for said corporation by virtue of \_\_\_\_\_. (State whether a provision of by-laws or a resolution of the Board of Directors, If by resolution, give date of adoption.)

\_\_\_\_\_  
Affiant

SWORN to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

**CITY OF GREENVILLE, OHIO  
100 PUBLIC SQUARE  
MUNICIPAL BUILDING  
GREENVILLE, OH 45331**

Request for Bids

Due Date: July 26, 2022

Due Time: 10:00AM Local Time

Sealed bids for the removal, transportation, and land application of anaerobically digested liquid biosolids from the City of Greenville Wastewater Treatment Facility will be accepted by the City of Greenville, Ohio, at the office of Board of Control, c/o Katie Bengé in the Municipal Building, 100 Public Square, Greenville, Ohio 45331 until 10:00 AM on July 26, 2022, and at that time and place publicly opened and read.

Please be observant of all bid instructions and specifications. Should any questions arise, submit in writing to Board of Control at [kbenge@cityofgreenville.org](mailto:kbenge@cityofgreenville.org).

The City of Greenville reserves the right to accept or reject, in whole or part, any and all bids and to waive technicalities.

Ryan Delk, Safety/Service Director

# CITY OF GREENVILLE

## REQUEST FOR BIDS

Sealed bids for the removal, transportation, and land application of anaerobically digested liquid biosolids from the City of Greenville Wastewater Treatment Facility will be accepted by the City of Greenville, Ohio, at the office of Board of Control, c/o Katie Benge in the Municipal Building, 100 Public Square, Greenville, Ohio 45331 until 10:00 AM on August 1, 2022, and at that time and place publicly opened and read.

Request for information regarding technical matters on this request for bids should be directed to:

Mr. Don Knife, Superintendent  
City of Greenville Waste Water Treatment Plant  
100 Public Square (Mailing)  
209 N. Ohio St (Plant)  
Greenville, OH 45331  
(937) 548-3530 (Office)  
dknife@cityofgreenville.org

### 1. GENERAL CONTRACT TERMS AND INSTRUCTIONS

- A. Prior to submitting his bid, the bidder shall visit the wastewater treatment and the sludge loading facility to thoroughly familiarize him/herself with the existing conditions and the existing facilities. Failure to visit and thoroughly examine the site will not be an acceptable reason for future changes in the contract price or conditions.

### 2. BIDDERS QUESTIONS AND SUGGESTIONS

- A. Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Request for Bids or of the plant sites or local conditions.
- B. All requests for interpretation and comments shall be in writing addressed to the Board of Control (kbenge@cityofgreenville.org) and, to be given consideration, must be received at least Ten (10) calendar days prior to the due date for receipt of bids. Questions will be answered via e-mail no later than seven (7) calendar days prior to the bid opening.
- C. Any and all interpretations and modifications to the Request for Bids will be in the form of written addenda, which will be mailed to all prospective bidders. All addenda shall become part of the Request for Bids. Each bidder shall acknowledge that he has received all addenda issued.

### 3. MISCELLANEOUS REQUIREMENTS

- A. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a bid. All bids shall provide a straight-forward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- B. Contractors who submit a bid in response to the Request for Bid (RFB) may be required to make an oral presentation of their bid.
- C. The contents of the bid submitted by the successful bidder and this RFB will become a part of any contract awarded as a result of these specifications. The successful contractor will be expected to sign a contract with the City. Additional terms and provisions will be included in the contract.
- D. The City reserves the right to reject any and all bids received by reason of this request or to negotiate separately in any manner necessary to serve the best interests of the City. Firms whose bids are not accepted will be notified in writing.
- E. Firms wishing to propose alternative hauling, sludge dewatering or conditioning equipment/services are encouraged to do so as separate proposals included with the sealed bid package.
- F. Firms shall provide a detailed description towards the alternative methodology that will be used to mix and remove sludge from the surface of the holding tank to land application if this alternative option for removal is proposed.
- G. Firms are hereby advised that during the anticipated term of this contract significant site construction and site improvements will likely be undertaken as part of a general facility update at the Greenville Ohio Wastewater Treatment facility. It may be necessary to change the method and/or location at which the sludge is loaded on a temporary basis. Such changes, should they occur, will be discussed prior to implementation with the contractor. Should changes in the contractor scope occur as a result of these improvements both parties agree to negotiate in good faith to accommodate these changes.

**City of Greenville, Ohio  
REQUEST FOR BIDS  
FOR  
BIOSOLIDS MANAGEMENT REBID**

**1. PURPOSE**

The intent of the Request for Bids (RFB) and resulting contract is to obtain the services of a professional biosolids management firm to be responsible for all aspects of the City of Greenville Biosolids Management Program. This includes obtaining application field sites, site permitting, public relations, loading of biosolids, transportation of biosolids, land application of biosolids, monthly EPA field reporting, field soil analysis, and all other requirements of a professional biosolids management program.

**2. SCOPE OF SERVICES**

The contractor shall remove liquid biosolids from the City of Greenville Wastewater Treatments Facilities Storage Lagoon and land apply them in accordance with the Ohio EPA approved City of Greenville Sludge Management Plan. A copy of the Ohio EPA approved sludge management plan is included with this bid package. The contractor shall be responsible for complying with any and all applicable laws, statutes, regulations, ordinances, permits, and directives. It shall be the responsibility of the contractor to provide any and all labor, equipment, materials, permitted sites, permits, field sample analyses (the City of Greenville will conduct analyses of biosolids for disposal), and other resources necessary to perform as required, except as otherwise indicated in these specifications.

The Contractor shall obtain land owner consent and approval for all land application sites. Existing field sites approved for land application of the City of Greenville's biosolids have been secured by the current hauler and shall not be considered as available land unless agreed upon, in the Contractor's normal process of obtaining sites, by the field owner and the Contractor. The Contractor shall conduct all necessary field site analyses, inspections, and documentation to obtain EPA approval for land application.

The Contractor shall obtain all sites and be designated as the responsible official on all OEPA site books and provide all related certification statements (site restrictions, nuisance complaints, vector attraction, etc.) For annual sludge reports. The Contractor shall submit monthly (during application periods), to the Ohio EPA and City of Greenville, field reports detailing site location and yearly / monthly / project to date loadings for all relative parameters. The Contractor shall administer and submit to the Ohio EPA for approval any sludge management plan revisions / updates necessary or requested by the City of Greenville.

**3. LOCATION OF FACILITIES**

The City of Greenville Wastewater Treatment Plant is located at:

209	North	Ohio	Street
Greenville,		OH	45331
(937)			548-3530
Don Knife, Wastewater Superintendent			

**4. CHARACTERIZATION OF BIOSOLIDS**

Typical biosolids composition can be viewed in the attached Wastewater Biosolids Management Plan.

**5. CONTRACT**

**TERM**

The initial contract period shall be for a period of two (2) years beginning on or about October 8, 2022 with provisions for renewal for an additional one (1) year thereafter. If City of Greenville decides to renew the contract for an additional one (1) year, any additional compensation other than an annual CPI-U adjustment above that specified in the contract shall be negotiated and mutually agreed upon by the contractor and City of Greenville prior to renewal of the contract. If desired by the City, the City and the Contractor will begin discussions regarding extension of the contract for one (1) additional year 90 days prior to expiration of the contract.

**6. ESTIMATED QUANTITIES**

The following are estimates of the quantity of biosolids that will need to be removed **annually** from the biosolids storage facility. These volumes are based upon past annual quantities and may vary. The annual volume of biosolids may increase or decrease depending upon operating and loading conditions at the Wastewater Treatment Facility.

<u>SOURCE</u>	<u>GALLONS</u>	<u>DRY TONS</u>
		@ 2.5% SOLIDS
Greenville WWTP	3,000,000 / year	312.75 / year
	6,000,000 / 2 year contract	625.5 / 2 year contract

**7. SCHEDULE OF OPERATION**

Normally, biosolids will be removed from the wastewater facilities Monday through Saturday from 7:00 a.m. to 8:30 p.m. However, should operational difficulties, equipment failure, or other problems occur, City of Greenville may, without prior notice to the contractor, limit the number of days per week that biosolids can be removed, temporarily cease operations, increase or decrease the quantity to be removed, or extend these operational times without liability.

**8. EQUIPMENT AND TRANSPORTATION**

Transport vehicles shall be the type(s) approved for this application by the City, and any other political jurisdiction or regulatory agency involved in the transport or final disposal process.

General requirements for vehicles hauling biosolids are that the vehicles have watertight bodies and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The contractor's equipment shall be compatible with the City's loading area. All loading, hauling and application equipment shall be provided by the contractor and shall be maintained in a condition acceptable to the City.

Each vehicle shall be assigned its own particular number which shall be displayed in a permanent, clearly visible manner satisfactory to the City. This number shall be displayed on each side of the vehicle in the same manner on each vehicle. These vehicles shall be registered with the City of Greenville after inspection of the same.

The vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the vehicle or on the roadways. This shall include, but not be limited to, external surfaces, wheels and under-carriages.

It shall be the contractor's responsibility to maintain the interior of the hauling vessel in such a manner as to prevent biosolids buildup which would cause the empty weight of the unit to be in excess of that for which it is permitted. The City may require the contractor to remove said buildup at any time it is observed to be in excess. This shall not relieve the contractor of any responsibility with regard to the frequency or volume of hauling.

The contractor shall receive biosolids as demanded by the City. The contractor shall be responsible for all problems related to proper handling and transportation. It shall be the full responsibility of the contractor to make whatever adjustments, provisions, etc., as may be necessary to satisfy this contract for land application of biosolids. This shall include, but not be limited to, provisions for inclement/freezing weather, and the provision of transport vehicles as needed, in a staged and orderly fashion.

Vehicles shall be loaded within all legal weight limits. It shall be the sole responsibility of the contractor and his drivers to monitor the loading of each truck and effect a cut-off at such time as to insure a legal weight. The City reserves the right to bar any driver who disregards any of the conditions of this contract.

All haul routes to any Ohio EPA permitted land application site in any jurisdiction shall be determined in accordance with all applicable state and local laws. Said laws shall be strictly adhered to by the contractor and his designees. The contractor shall avoid usage of residential streets and residential thoroughfares. All routes to and from application sites shall be pre-approved by the City of Greenville Safety/Service Director.

Any violation of weight regulations or traffic laws shall be the sole responsibility of the contractor, who shall hold the City harmless from any penalty or sanction, civil or criminal, imposed by reason of any such violation of weight or traffic laws.

Should a mechanical breakdown occur en route to the disposal site, the contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the land application site for the proper removal of the biosolids. This shall be the sole responsibility of the contractor and carried out at his expense.

When breakdowns cause vehicles to be removed from normal service, the contractor shall supply back-up units which meet all criteria set forth in this document.

The City, at its discretion, may provide a parking area on the plant site for the overnight storage of the contractor's empty vehicles, if the contractor so desires. The City, however, assumes no liability for said vehicles which at all times shall be under the sole insurance of the contractor. The contractor shall not use City property as a work area to repair or service vehicles, or for biosolids storage, except as mutually agreed by the contractor and the City.

The contractor shall be responsible for the provision and replacement of all equipment as necessary to completely, efficiently, and expeditiously perform the work described herein and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet any circumstance which may be created by peak periods of biosolids production.

## **9. STORAGE AND DISPOSAL**

The City currently has approximately 1,500,000 gallons of storage capacity in the storage lagoon. This will require that the contractor mobilize a minimum of three (3) times per year applying approximately 1,000,000 gallons per event to remove the liquid biosolids in storage. It is the contractor's responsibility to maintain adequate storage capacity in the storage lagoon. Any exception to this ability will be remedied at the cost of the contractor. This may be remedied through hiring of an outside contractor utilizing mobile dewatering equipment or some other means of biosolids removal and disposal. In order to encourage proper biological activity in the storage lagoon the storage shall not be emptied to less than 30% of its capacity at any time. This requirement may be waived at the sole discretion of the City.

The contractor shall assure that the City, or its representatives, and the Ohio EPA shall be afforded the right of access to all permitted farm sites.

Any accommodation to the contractor with regard to the parking of loaded vehicles on the plant site for any period of time will be made on a case-by-case basis. No guarantee of accommodation is made in these specifications.

Control of odors at the farm disposal site(s) in accordance with state and local requirements and regulations shall be the sole responsibility of the contractor.

**10. SPILLS AND CLEAN-UP**

The contractor shall keep his hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transportation of biosolids.

The contractor shall be responsible to notify the City immediately should any spill occur which contravenes any permit condition or jurisdictional regulation.

The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the contractor and conducted by the contractor, or at his expense, in accordance with all applicable laws

**11. DETERMINATION OF QUANTITY REMOVED**

The contractor shall provide to the City a copy of a load sheet which details the following: date of removal, time truck left lagoon site, truck number, driver name, gallons of biosolids loaded on the vehicle, and approved field or site identification number. The quantity of biosolids loaded on a vehicle will be recorded as mutually agreed upon by the City and the contractor. Load indication devices such as floats are required to insure the accurate loading of the vehicles. The City reserves the right to perform inspections of the vehicles to verify conditions and quantities. The City intends to implement accounting procedures to assure quantities hauled

**12. PERMITS, REPORTS, AND RECORDS**

It is a material requirement of this contract that the contractor obtain and maintain all permits necessary for the performance of same. This shall include, but not be limited to, all permits necessary for the hauling and land application of biosolids.

Prior to commencing any work, the successful contractor shall obtain and furnish the City copies of all necessary approvals and permits, including, but not limited to, approvals and permits for equipment and the land application operations required by all governmental units and regulatory agencies.

The contractor shall provide the Safety/Service Director or the Directors representative with all permit reports required for submittal to federal, state and local regulatory agencies for the monitoring of this project.

The contractor shall develop, in consultation with and approval of the City, a manifest system which indicates volume hauled, destination, actual haul route used, vehicle number, and vehicle registration.

These requirements will be applicable to subcontractors performing services under this contract.

**13. MEASUREMENT AND PAYMENT**

Payment shall be made on the basis of work actually performed in completing each item in the contract bid.

The contractor shall furnish all transport vehicles in which the biosolids will be directly loaded for removal to permitted farm sites. A mutually agreed upon system of volume verification of the gallons of biosolids removed for land application shall be determined between the City of Greenville and the contractor.



The successful contractor shall submit invoices to the City for the hauling and application of the biosolids on a monthly basis for the previous calendar month's activity. The invoices shall show the number of gallons hauled and applied for the month. The invoices will be subject to verification by the City and in the event no discrepancies exist, will be paid within 30 days of receipt.

# SPECIAL CONTRACT TERMS AND CONDITIONS

## 1. EMPLOYMENT DISCRIMINATION

During the performance of a contract, the contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that he is an equal opportunity employer.

## 2. SUBCONTRACTORS

Contractors shall include a list of all proposed subcontractors in their bid. Bids shall also include a statement of the subcontractors' qualifications. The City reserves the right to reject the successful firm's selection of subcontractors.

## 3. INSURANCE REQUIREMENTS

The successful contractor shall carry the following insurance and prior to commencing any work, provide the City proof of said insurance:

A.	Worker's Compensation (Statutory)	
B.	Comprehensive General Liability	
	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000
	Products - Comp/Ops	\$ 1,000,000
	Aggregate	
C.	Comprehensive Automobile Liability	
	Combined Single Limit	\$ 1,000,000
D.	Umbrella or Excess Liability	\$ 1,000,000
E.	Environmental Impairment Liability	\$2,000,000

Each bidder shall submit with their bid a sample insurance certificate indicating minimum coverage to be provided as shown above.

Notification of Cancellation - The Contractor shall provide a guarantee from the insurance company that ten (10) days' notice to the City prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and shall be noted on each certificate. If any of the insurance is canceled, the successful contractor shall not resume operations until new insurance is in force.

#### **4. PERFORMANCE BOND**

Each contractor shall submit with his bid, a statement from his insurance carrier certifying that he is bondable for performance purposes for this project in the State of Ohio.

Prior to the execution of the Contract and prior to beginning any work, the successful contractor shall, at his own expense, obtain and submit to the City a performance bond to insure the faithful performance of the work specified herein. The performance bond shall be in the amount equal to 100% of the estimated total contract value for the first year of the agreement. Failure of the Contractor to maintain insurances or bonds shall be grounds for immediate cancellation of this contract by the City.

#### **5. HOLD HARMLESS CLAUSE**

The successful contractor shall indemnify and shall hold harmless the City, its employees and agents against all liability to third parties (including reasonable attorneys' fees), other than liability solely the fault of the City, proximately caused by the City's failure to comply with any term of the contract or with any federal, state and local laws and regulations, or (2) the fault or gross negligence of City's employees or agents.

#### **6. ASSIGNMENTS**

The successful contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right to execute it or his right, title, or interest to it or any part thereof, or assign any of the monies due or to become due under the contract, without the prior written consent of the City.

#### **7. GENERAL INFORMATION ABOUT BIDDER**

Bidders are to provide the following information and documentation with their bid documents:

- A. Name of company (or other business entity) making offer and names of all persons or entities having a 5% or greater equity or ownership interest in the company or business, irrespective of whether such person is involved in the management or operation of the company or business.
- B. Type of business entity (e.g., corporation or partnership - submit certificates of good standing; articles, bylaws, etc.).
- C. Place(s) of incorporation.
- D. Name(s), address(es), and function(s) to be performed by any and all subcontractors, partners, or consultants to be involved in performance of the contract work.
- E. Name, location and telephone number of the representative to contact regarding all matters.
- F. Name(s) of all attorneys and law firms representing the bidder in connection with the procurement.
- G. Name(s) of company's accountants.

- H. List of all rolling stock proposed to be dedicated to the performance of this contract, including make, model, age, and capacity of each tractor trailer and/or dump truck. Provide list of backup equipment to ensure the ability to transport and spread biosolids without interruption.
- I. Inventory of all Ohio permitted sites; for each site list size in acres and location. This acreage to be verified with request for biosolids forms, and shall be adequate in number of acres to provide outlets for the quantity of biosolids generated by the City of Greenville in two years time.
- J. Address of office and/or equipment maintenance building where this project will be managed and administered from, and number of years in business at that location.
- K. Examples of similar projects performed involving the hauling, temporary storage, and land application or dewatered cake biosolids.
- L. Examples of similar projects of this scope and nature with contact names at the generators and telephone numbers.
- M. Number of years and experience in the business of land applying non-hazardous waste products from municipalities and industries in the State of Ohio or in adjacent states.
- N. Performance bonding capabilities for the full value of the project life.
- O. Name(s) of staff agronomist(s) who will perform the agronomic and technical reporting requirements of this project. Indicate if the staff agronomist(s) has/have a minimum of a bachelor's degree in Agronomy or equivalent degree in agriculture from an accredited university.
- P. Ancillary service capabilities (mobile dewatering, management of cake biosolids, Class A / Class B processing capability, etc.).
- Q. Experience in writing and administering biosolids management plans for land application projects of this nature.
- R. Experience in conducting public relations programs, promoting the use of biosolids in agriculture.

- S. Experience in regulatory reporting and monitoring as related to biosolids management programs.
- T. Resumes of key individuals who will be assigned to work on this contract.
- U. Audited financial statements for the last two (2) fiscal years.

If the bidder is a subsidiary of another corporation, the above information shall also be supplied for the parent corporation. The City reserves the right to require any additional information necessary to determine the financial integrity and responsibility of any bidder.

- V. References, including company name, contact person, and phone number, of similar work performed and date(s) and duration of such performance.
- W. A detailed explanation of how the contractor will meet the requirement as applicer of the biosolids in accordance with U.S. EPA 40 CFR Part 503 regulations.
- X. A copy of the contractor's safety policy and manual.
- Y. High flotation field application equipment with a minimum compaction ratio of no greater than 15 psi.

## **8. CONTRACT PERIOD**

It is the intention of the City to award this contract for a two (2) year period. The City shall be permitted, but not obligated, to renew this contract for up to an additional one (1) year with annual price adjustments made on the anniversary date of the contract based on the change in the Consumer Price Index for Urban Consumers (CPI-U). If either party elects not to extend the contract he shall notify the other party in writing at least ninety (90) days in advance of the expiration of the initial term of its election not to renew.

## **9. METHOD OF DETERMINING PRICE**

Bidders shall submit a budgetary not-to-exceed unit price per gallon of biosolids removed. The budgetary price shall include all costs\*, overhead, and profit to the contractor in fulfillment of this contract.

\* All taxes, fees, surcharges, analytical testing, or other requirements of any jurisdiction concerned in the disposal of the biosolids precipitated by this contract, which are in place at the time of bid, must be included in the budgetary prices quoted.

Following evaluation of bids and tabulation of bid scores, the City will select the highest scoring bid for contract negotiations.

For budgetary pricing, the contractor will assume the price shall be firm for the first twelve (12) months of the contract; thereafter, on the anniversary date of each remaining year of the contract period, the unit price shall be the budgetary price adjusted by 90% of the

increase or decrease in the CPI-U from the award of the contract to the anniversary date at the time the contract is renewed.

For the purposes of this request, the CPI-U is defined as the United States Average Consumer Price Index - All Urban Consumers for All Items. The base index shall be established at the time of execution of the contract and shall be the last published index prior to the date of the contract. For purposes of adjustment, the CPI-U used for each subsequent year shall be that published for the corresponding date of each subsequent, and then current, year.

## **10. TERMINATION**

The City or Contractor shall have the right to terminate the contract upon sixty (60) days written notice for just cause. The City shall have the right to terminate the contract immediately if the successful contractor fails to comply with all applicable federal, state or local regulations or for non-performance which may endanger the public health, safety or welfare.

## **11. EVALUATION OF BID: SELECTION FACTORS**

- A. Equipment and currently permitted facilities available to perform the services.
- B. Cost of services (i.e., budgetary price bid).
- C. Credentials and related experience.
- D. City of Greenville's judgement as to the bidder's ability to successfully complete the proposed scope of services.

The evaluation of bids and bidders presenting them will be carried out by an Evaluation Panel created for this purpose. The Panel will consist of City officials and the City's consultant. The Panel will make its decision based on evaluation criteria outlined in this section. Budgetary unit prices will be an evaluation criteria.

The responsibility for the final selection rests solely with the City and its chosen representatives.

## **12. BID FORMAT**

- A. All information requested in Section 7 of this request.
- B. Description of experience in obtaining land application permits from state agencies.
- C. A listing of any fines or violation notices issued against the bidder within the past five (5) years by any federal, state, and local regulatory agencies.
- D. Description of the equipment and truck loading arrangement which will be used at the storage facility and in the field to implement this project.
- E. Quotation Sheet.
- F. All items specified in Instruction to Bidders Section 9.

### **13. REFERENCES**

Each contractor must submit with his bid a minimum of ten (10) references for projects of a similar nature that the City may contact regarding the work performed. References shall be for work of a similar nature to that contemplated under this bid. References submitted prior to 2000 will not be considered as a valid reference. References shall be used as a means of demonstrating suitable expertise for work performed under this environmental sensitive contract.

Additionally, the City reserves the right to interview any or all bidders to determine to the sole satisfaction of the City the bidder's knowledge, understanding and technical expertise in implementing and abiding by all U.S. EPA 40 CFR Part 503 regulations and all applicable OEPA regulations pertaining to the use and disposal of sewage biosolids in the United States. The City reserves the right to determine which bidders in its sole discretion are qualified to abide by and administer any regulations. The City reserves the right to disqualify any or all bidders based on this condition.